DRAFT
BOROUGH OF ROOSEVELT
33 N. Rochdale Ave, Roosevelt Borough, NJ 08555

COUNCIL REGULAR MEETING AGENDA
SEPTEMBER 8, 2026 @ 7:00 P.M.

TIME IN _____

Adequate notice of this meeting, as required by Chapter 231, P.L. 1975, has been provided by a public notice on December 24, 2025 which was posted on the Bulletin Board Roosevelt Post Office and in the Borough Hall. The notice was transmitted to The Times and Asbury Park Press.

ROLL CALL

Councilmember Gregory S. DeFoe, Jr.
Councilmember Danelle Feigenbaum
Councilmember Constance Herrstrom
Councilmember Kristine Kaufman-Marut
Councilmember Claudia Luongo
Councilmember Ralph Warnick
Mayor Peggy Malkin

MAYOR'S REPORT:

PUBLIC COMMENT: (Agenda items only)

CORRESPONDENCE:

1. Letter from Roberts Engineer Group, LLC, dated July 15, 2026 regarding recommendation for the Wastewater Treatment Plant Trickling Filter Replacement.
2. Letter from ETM Associates, LLC, dated August 18, 2026 regarding Monument Structural Engineer Condition Analysis and Field Observation Report from ETM Associates, LLC site visit on August 11, 2026 regarding the removal of the FDR Monument stone cladding and an additional structural evaluation is recommended to evaluate the monument and provide recommendations before proceeding with any additional work.
3. Letter from NJ Department of Transportation, dated August 17, 2026 regarding 2027 Safe Routes to School (SRTS) Program.

MINUTES: None presented

ORDINANCE:

SECOND READING

2026-10 AMENDMENT TO ORDINANCE 2026-04 SETTING THE SALARY RANGE AND COMPENSATION OF CERTAIN OFFICIALS, POSITIONS AND EMPLOYEES IN THE BOROUGH OF ROOSEVELT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

M/Malkin opens the public hearing at _____.
M/Malkin closes the public hearing at _____.

FIRST READING

2026-11	BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-05 ADOPTED ON JULY 6, 2026, PROVIDING FOR TRICKLING FILTER REPLACEMENTS IN CONNECTION WITH THE WASTEWATER TREATMENT PLANT, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY $310,000 FOR A TOTAL APPROPRIATION OF $2,405,000, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY $310,000 FOR A TOTAL DEBT AUTHORIZATION OF $2,405,000, AND TO INCREASE THE ALLOCATION OF THE APPROPRIATION TO COSTS PERMITTED UNDER N.J.S.A. 40A:2-20, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

Second Reading and Public Hearing is scheduled for October 5, 2026 at Roosevelt Borough Hall, 33 N. Rochdale Avenue, Roosevelt, NJ.

CONSENT AGENDA RESOLUTIONS:

Resolution 26-107	Payment of Vouchers September 8, 2026
Resolution 26-108	Resolution for Renewal of Membership in the Monmouth Municipal Joint Insurance Fund
Resolution 26-109	A Resolution of the Borough Council of the Borough of Roosevelt Awarding a Contract for Wastewater Treatment Plant Trickling Filter Replacement
Resolution 26-110	Resolution Authorizing the Award of a Non-Fair and Open Contract for Professional Structural Engineering to French & Parrello Associates for Improvements to the Franklin Delano Roosevelt Memorial Amphitheater

REPORTS OF COMMITTEE CHAIRS:

Administration	Councilmember Kaufman-Marut
Community Dev/Code	Councilmember Herrstrom
Envi, Health & Safety	Councilmember Feigenbaum
Finance	Councilmember DeFoe
Public Works	Councilmember Warnick
Utilities	Councilmember Luongo

REPORTS OF BOROUGH OFFICIALS:

UNFINISHED BUSINESS:

NEW BUSINESS:

PUBLIC COMMENT (Any item)

M/Malkin opens the public comment at _____
M/Malkin closes the public comment at _____

CLOSED SESSION:

Resolution 26- Providing for a Private Executive Meeting that Excludes the Public

ADJOURNMENT

TIME OUT: _____

DRAFT

Roberts
ENGINEERING GROUP LLC

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

July 15, 2026

Mayor and Council
33 North Rochdale Avenue
P.O. Box 128
Roosevelt, New Jersey 08555

Re: Award Recommendation Letter
Wastewater Treatment Plant Trickling Filter Replacement
Borough of Roosevelt, Monmouth County, New Jersey
NJWB Project No. S340761-05
Our File No.: R4671

Dear Mayor and Council:

Bids were received for the Wastewater Treatment Plant Trickling Filter Replacement Project on Tuesday, July 14, 2026, at 11:00 A.M. A total of ten (10) bidders obtained plans and specifications, and five (5) contractors submitted bids. The bid results are as follows:

		TOTAL BID
1.	Coppola Services, Inc. Ringwood, New Jersey 07456	$2,074,000.00
2.	Sovereign Consulting, Inc. Robbinsville, New Jersey 08691	$2,666,500.00
3.	CMS Construction. Plainfield, New Jersey 07060	$3,090,099.00
4.	BR Welding, Inc. Howell, New Jersey 07731	$3,598,299.00
5.	Anselmi & DeCicco, Inc. Maplewood, New Jersey 07040	$3,640,000.00
	Engineer's Estimate	***$2,000,000.00***

This project is being funded through a loan from the New Jersey Water Bank program which is administered by the NJ Department of Environmental Protection (NJDEP) and funded by the New Jersey Infrastructure Bank (NJIB).

The Engineer's Estimate for this contract is $2,000,000.00. The low bidder amount of $2,074,000.00 is $74,000.00 (3.7%) above the Engineer's Estimate.

I have reviewed the bid submitted by Coppola Services, Inc. All conditions set forth in the bid proposal have been satisfied and the Contractor is not on the current list of debarred contractors. We have prior experience with the contractor and can confirm that they are responsive, professional, and equipped to complete this contract.

Therefore, it is my recommendation that a contract be awarded to Coppola Services, Inc. of Ringwood, New Jersey for the Wastewater Treatment Plant Trickling Filter Replacement Project in the amount of $2,074,000.00, subject to the approval by the New Jersey Department of Environmental Protection and the Borough Attorney.

By way of this letter, I am returning the original bids to the Clerk.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

Cameron Corini, P.E., C.M.E., C.P.W.M.
Borough Engineer

cc: Kathleen Hart, RMC, CMR, Borough Clerk
Ana Debevec, Borough Treasurer
Scott Frueh, Borough CFO
Gregory Cannon, Esq., Borough Attorney
Mike Lyons, Borough Sewer Operator
Justin Streleckis, PE, Roberts Engineering Group, LLC
Thak Bakhru, PE, Roberts Engineering Group, LLC

ETM ASSOCIATES, L.L.C.
PUBLIC SPACE MANAGEMENT
PROJECT MANAGEMENT
PUBLIC SPACE DESIGN

August 18, 2026

Mayor and Borough Council
Ana Debevec - Roosevelt Borough Treasurer
33 N. Rochdale Avenue
P.O. Box 128
Roosevelt NJ 08555

Re: FDR Amphitheater Rehabilitation
FDR Monument Structural Engineer Condition Analysis

Dear Mayor and Council,

As noted in the Field Observation Report from Tuesday, August 11th, the monument conservation contractor (J. Henry) conducted the initial stone cladding removal of the FDR Monument.

Upon removal of the FDR monument stone cladding, the exposed CMU block construction has clear condition issues with cracked CMU blocks and degraded masonry joints. The conservation contractor evaluated the condition and determined that the original proposed scope to resecure the stone cladding should not take place prior to further evaluation by a licensed structural engineer.

Based on this recommendation, ETM associates sought out and received a 2-phase proposal from a qualified structural engineer to:

1) Evaluate the monument and provide recommendation (reinforcing design or reconstruction design) for review by the Borough and the NJHPO.
2) Prepare construction documentation for the approved design and provide construction administration (CA) services.

The attached proposal from French and Parrello Associates includes the scope necessary to evaluate the condition of the Monument, provide recommendation for potential further action (Phase 1) and provide construction documentation/construction administration services (Phase 2). It is recommended that this proposal be approved of the amount of $ 3,400 (Phase 1) + $7,000 (Phase 2, not to exceed) + $300 reimbursable expenses (not to exceed) for a total of **$10,700**.

If you have any questions or concerns regarding the bid proposal award, do not hesitate to contact me by phone at 732.572.6626 or by email at dave@etmassociatesllc.com.

Sincerely,
Dave Sitler

Project Manager
ETM Associates, L.L.C.

ETM ASSOCIATES, L.L.C.
PUBLIC SPACE MANAGEMENT
PROJECT MANAGEMENT

FIELDOBSERVATION REPORT

To:	Sviat
CC:	Eric, Ivan, Raivor, Gregory Cannon, Borough Mayor and Council
Site Visit Date:	Tuesday, August 11, 2026
Time:	10:00 am-2:00 PM
Weather:	Sunny – 89F
Report Issue Date:	08/11/26
Project Name:	FDR Amphitheater
Report By:	Dave Sitler

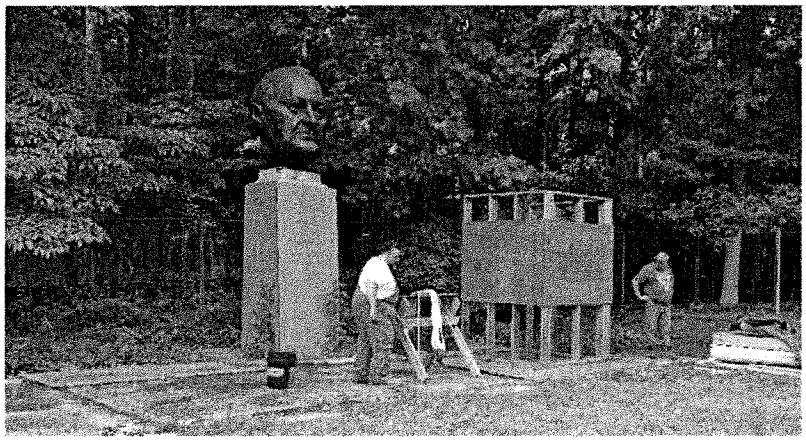
Current Project Status and Site Observation Summary

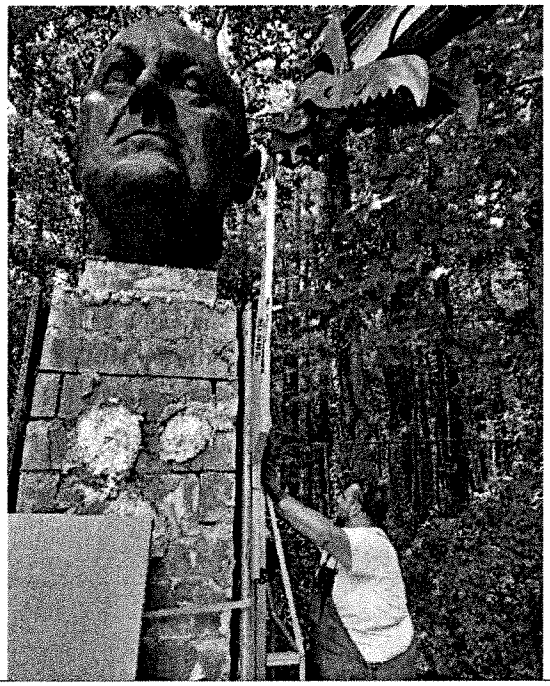
Dave Sitler met with the Herpetology monitoring consultant from Dubois (Amy) to discuss monitoring schedule and procedures (Rudna to coordinate directly with Dubois regarding on-site work and will keep all parties updated. Dave Sitler also met with Rudna and Josh from J. Henry during the initial removal and discovery phase of the Monument Restoration work.

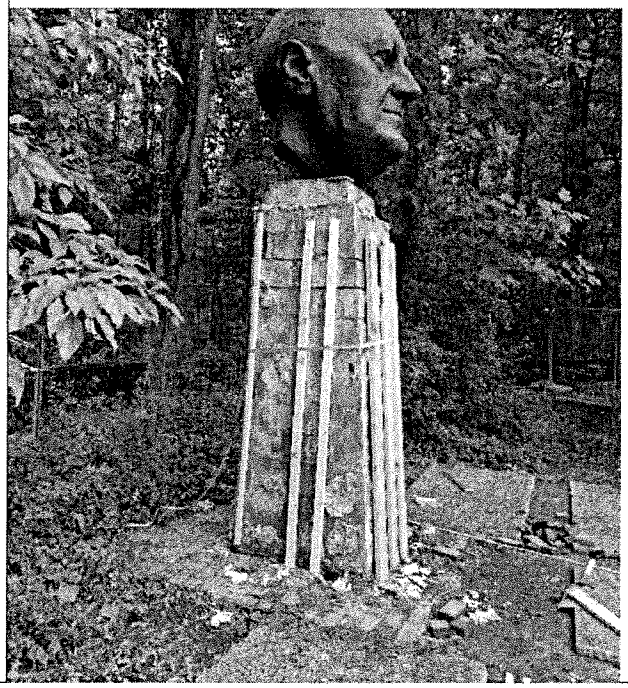
Discussion Topics

- Wood Turtle monitoring by Dubois during construction
- Monument cladding removal and core assessment.

NOTE: UPON REMOVAL OF THE FDR MONUMENT STONE CLADDING, THE CMU CORE HAS CLEAR CONDITION ISSUES WITH CRACKED CMU BLOCKS AND DEGRADED MASONRY JOINTS. ETM ASSOCIATES AND THE CONSERVATION CONTRACTOR EVALUATED THE CONDITION AND, AS A PRECAUTIONARY MEASURE, THE CONTRACTORS TEMPORARILY SECURED THE CONCRETE CORE WITH LUMBER AND RATCHET STRAPS. ADDITIONAL STRUCTURAL EVALUATION IS RECOMMENDED AND ETM ASSOCIATES IS CURRENTLY SEEKING PROPOSALS FOR A QUALIFIED STRUCTURAL ENGINEER TO EVALUATE THE MONUMENT AND PROVIDE RECOMMENDATION BEFORE PROCEEDING WITH ANY ADDITIONAL WORK.

No.	Item	Action
1	Monument base with cladding intact prior to removal. 	N/A
2	Monument base cladding removal in process. 	N/A

3	Monument base cladding removal in process. Front panel removed and concrete core issues visible (cracked CMU blocks and degraded mortar joints) 	N/A
4	Close up of left façade with concrete core issues visible (cracked CMU blocks and degraded mortar joints) 	Close up of front façade with concrete core issues visible (cracked CMU blocks and degraded mortar joints) 

5	Close up of front façade base (brick construction) 	N/A
6	Monument with all panels removed. Temporary wood bracing is installed as a precautionary measure to secure and stabilize the CMU core. 	N/A

State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

MIKIE SHERRILL
Governor

DR. DALE G. CALDWELL
Lt. Governor

PRIYA JAIN
Commissioner

RECEIVED
AUG 20 2026
BOROUGH OF ROOSEVELT

CC: M a C
K. Hart
C. Corini

August 17, 2026

Re: Safe Routes to School
Request for Applications

Dear Prospective Applicant:

On behalf of Governor Mikie Sherrill, I am pleased to announce that applications are now being accepted for the 2027 Safe Routes to School (SRTS) Program. The SRTS program is funded through the Federal Highway Administration's Federal Aid Program and is being administered by the New Jersey Department of Transportation (NJDOT), in partnership with the North Jersey Transportation Planning Authority (NJTPA), the Delaware Valley Regional Planning Commission (DVRPC), and the South Jersey Transportation Planning Organization (SJTPO).

The Safe Routes to School Program is authorized under 23 U.S.C. § 133(h)(5) as part of the Transportation Alternatives Set-Aside program. Under this federal authority, the objectives of the SRTS Program are:

- To enable and encourage children in grades K-12, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age;
- To facilitate the development and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of New Jersey's schools serving students in grades K-12

Projects must be located within two miles of a school that serves students in grades K-12. Funding for the 2027 SRTS Program will be available for the construction of infrastructure projects only. Infrastructure projects may include the installation of sidewalks, crosswalks, bike lanes, multi-use paths, traffic calming measures, and other means to ensure the ease and safety of children walking or biking to school.

For this solicitation, applicants may apply only for construction funds. Any municipality, school

district, or county is eligible to apply for funding. Nonprofit organizations are not eligible as direct grant sub-recipients for SRTS funds unless they qualify through one of the eligible entity categories (e.g., where a nonprofit organization is a designated transit agency, school, or an entity responsible for the administration of local transportation safety programs).

Nonprofit entities are eligible to partner with any eligible entity on an eligible project, if State or local requirements permit. The NJDOT has final authority to decide on the eligibility of an applicant.

In January 2025, the Target Zero Commission Law (P.L.2024, c.109) was signed with the goal of eliminating traffic fatalities and serious injuries on New Jersey's roads by 2040, consistent with the federal Vision Zero approach and Highway Safety Improvement Program (HSIP) requirements under 23 U.S.C. § 148.

In accordance with this law, starting in Fiscal Year 2027, Local Aid programs will include evaluation criteria for projects located within a High Injury Network (HIN). A HIN, determined through data-driven traffic safety studies, designates roadways with a high concentration of fatal and serious injury crashes, particularly those involving pedestrians and bicyclists. High Injury Network maps and supporting data are available through NJDOT's Local Aid Resource Center at https://www.njdotlocalaidrc.com/target-zero.

Applicants are strongly encouraged to develop SRTS projects that:

- Address documented safety concerns within identified High Injury Networks
- Support Target Zero objectives through evidence-based safety countermeasures
- Prioritize infrastructure improvements proven to reduce pedestrian and bicycle crashes involving school-age children
- Incorporate Safe Systems Approach principles that account for human error and provide multiple layers of protection

Projects demonstrating clear safety benefits within HIN areas, particularly those serving school-age pedestrians and bicyclists, will receive favorable consideration during the selection process.

All applicants must participate in a one-on-one pre-application consultation with NJDOT Local Aid staff and the appropriate Metropolitan Planning Organization (MPO) before submitting an application. This requirement applies to all applicants, including those who have previously received SRTS funding.

These meetings are designed to:
- Review project eligibility and compliance with federal requirements under 23 U.S.C. § 133(h)(5)
- Identify potential issues with project scope, cost estimates, or implementation timeline
- Clarify Target Zero alignment, and accessibility
- Provide guidance on strengthening applications and improving competitiveness

To schedule your mandatory pre-application meeting:
1. Visit https://www.njdotlocalaidrc.com/srts-meetings
2. Complete the meeting request form no later than October 5, 2026
3. You will be contacted within 5 business days to confirm your meeting date and time
4. Complete your meeting no later than October 15, 2026

Pre-application meetings will be conducted virtually via video conference. Meetings typically last 45-60 minutes. Applicants should be prepared to discuss their proposed project, including preliminary cost estimates, project location, schools served, and anticipated implementation schedule.

Failure to complete a mandatory pre-application meeting will result in automatic application disqualification. No exceptions will be granted.

Informational Webinars
NJDOT will host informational webinars about the Safe Routes to School Program that will cover: Program overview and federal requirements, Application system (SAGE) navigation, Scoring criteria and competitive factors, Target Zero and High Injury Network.

Webinar dates and registration information are available at https://www.njdotlocalaidrc.com/srts-webinars. While webinar attendance is optional, it is highly recommended for first-time applicants or those unfamiliar with federal-aid project requirements. Webinar recordings will be posted for those unable to attend live sessions.

As with all federally funded programs, the funds will be disbursed on a reimbursement basis. The award of SRTS grants will be contingent upon the recipient's ability to comply with all applicable federal financial management, project implementation, and oversight regulations. Before applying, applicants should assess their capability to comply with state and federal requirements for the administration of federal-aid highway grants set forth in Title 23 - Highways, and OMB requirements related to uniform administrative requirements, cost principles, and audit requirements for federal awards (2 CFR Part 200).

Public rights-of-way and facilities are required to be accessible for all users through the statutes regardless of funding source. Recipients of federal and state grants will be required to comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973.

Applications for the SRTS Program are due on or before November 13, 2026. Applications must be submitted online through NJDOT SAGE at: https://njsage.intelligrants.com/

Additional information on the SRTS Program is available at:
https://njdotlocalaidrc.com/federally-funded-programs/safe-routes-to-school

I recommend that you consult your Local Aid District Office and your corresponding Metropolitan Planning Organization for assistance in preparing applications for this program. Contact information is included.

The Division of Local Aid offers a SRTS Design Assistance Program, which provides consultant engineering services to assist Local Public Agencies (LPAs) with the development of plans, specifications, and estimates for their SRTS projects. Recipients of the 2027 SRTS grant solicitation will be eligible to participate in the program. The program was developed by NJDOT as part of the Federal Highway Administration's Everyday Counts (EDC) initiative and is intended to shorten time, reduce costs, and improve quality in the delivery of SRTS projects. Consultant

costs for this program are paid by NJDOT and are not part of the grant amount if your LPA chooses to participate.

The NJDOT looks forward to receiving your application.

Sincerely,



Priya Jain
Commissioner

cc: County/Municipal Clerk
County/Municipal Engineer

New Jersey Department of Transportation
Local Aid and Economic Development

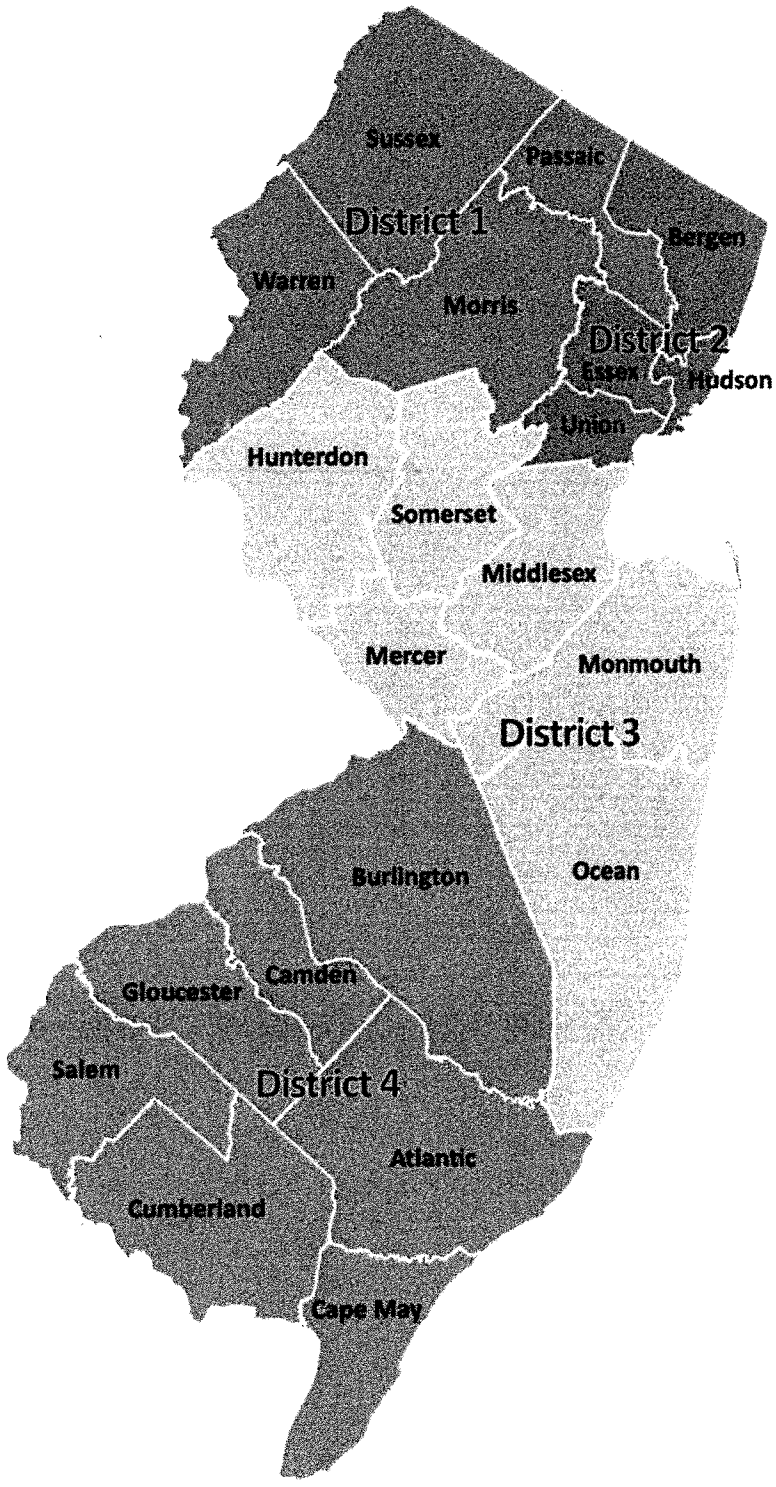
Division Office
1035 Parkway Avenue, PO Box 600
Trenton, NJ 08625-0600
Phone: (609) 963-2021
Manager: Kyle Skala

District 1
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 810-9120
Manager: Adam Iervolino

District 2
2 Gateway Plaza
283-289 Market Street, 10th Floor
Newark, NJ 07102
Phone: (862) 350-5730
Manager: Ebony Johnson

District 3
1035 Parkway Avenue, PO Box 600
Trenton, NJ 08625-0600
Phone: (609) 963-2020
Manager: Komila Pandit

District 4
One Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: (856) 414-8414
Manager: Thomas Berryman



Local Aid and Economic Development

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH

ORDINANCE NO: 2026-10
INTRODUCTION DATE: 08-03-2026
PUBLIC HEARING DATE: 09-08-2026

AMENDMENT TO ORDINANCE 2026-04 SETTING THE SALARY RANGE AND COMPENSATION OF CERTAIN OFFICIALS, POSITIONS AND EMPLOYEES IN THE BOROUGH OF ROOSEVELT, COUNTY OF MONMOUTH, STATE OF NEW JERSEY

WHEREAS, the Borough Council has determined that it is necessary to amend Ordinance 2026-04, adopted on April 20, 2026, which set the salary range and compensation of certain officials, positions and employees, creating a salary range for the positions of the Municipal Housing Alliance, Recycling Coordinator and Deputy CFO.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Roosevelt, County of Monmouth, State of New Jersey, as follows:

Section 1. Section 1 of Ordinance 2026-04 be and is hereby amended to provide as follows:

	MINIMUM:	MAXIMUM:
Municipal Housing Liaison	$ 1,000.00	$ 6,000.00
Recycling Coordinator	$ 200.00	$ 500.00
Deputy CFO	$10,000.00	$25,000.00

Section 2. The remainder of Ordinance 2026-04 concerning salary ranges of certain officials, positions and employees shall remain unchanged.

Section 3. All ordinances or parts of ordinances inconsistent herewith are repealed, but only to the extent of such inconsistency.

Section 4. This Ordinance shall become effective immediately upon its final passage and publication as required by law.

ATTEST:

Kathleen Hart, Borough Clerk

APPROVED:

Peggy Malkin, Mayor

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH

BOND ORDINANCE NO. 2026-11
INTRODUCED DATE: 09-08-2026
ADOPTED DATE: 10-05-2026

BOND ORDINANCE AMENDING IN PART BOND ORDINANCE NO. 2026-05 ADOPTED ON JULY 6, 2026, PROVIDING FOR TRICKLING FILTER REPLACEMENTS IN CONNECTION WITH THE WASTEWATER TREATMENT PLANT, IN ORDER TO INCREASE THE BOROUGH'S APPROPRIATION THEREFOR BY $310,000 FOR A TOTAL APPROPRIATION OF $2,405,000, TO INCREASE THE AUTHORIZED BONDS AND NOTES TO BE ISSUED TO FINANCE A PORTION OF THE COSTS THEREOF BY $310,000 FOR A TOTAL DEBT AUTHORIZATION OF $2,405,000, AND TO INCREASE THE ALLOCATION OF THE APPROPRIATION TO COSTS PERMITTED UNDER N.J.S.A. 40A:2-20, AUTHORIZED IN AND BY THE BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, the Borough of Roosevelt, in the County of Monmouth, New Jersey (the "Borough") adopted Bond Ordinance No. 2026-05 on July 6, 2026 (the "Prior Ordinance"), authorizing trickling filter replacements in connection with the Wastewater Treatment Plant located in the Borough;

WHEREAS, the Borough has determined that the costs associated with said improvements are higher than anticipated and has determined to supplement the prior appropriation and the amount of bonds and notes authorized therefor; and

WHEREAS, the Borough has determined that the $95,000 authorized by the Prior Ordinance for purposes permitted under N.J.S.A. 40A:2-20 is insufficient and desires to increase such allocation by $10,000 to an aggregate amount of $105,000.

NOW, THEREFORE, BE IT ORDAINED by the BOROUGH COUNCIL of the BOROUGH OF ROOSEVELT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvements described in Section 3 of this bond ordinance are hereby authorized as Water/Sewer Utility improvements to be undertaken in and by Borough and were previously authorized by the Borough by the Prior Ordinance. For the improvements or purposes described in Section 3, there is hereby appropriated the sum of $310,000, in addition to the $2,095,000 appropriated by the Prior Ordinance. No down payment is required or appropriated herein, in accordance with N.J.S.A. 40A:2-11c of the Local Bond Law, as this bond ordinance

authorizes obligations solely for purposes which are self-liquidating and deductible from the gross debt of the Borough as set forth in N.J.S.A. 40A:2-7h. Additionally, the improvements authorized herein and authorized by the Prior Ordinance are intended to be funded through the New Jersey Infrastructure Bank Financing Program.

Section 2. In order to finance the costs of the improvements, $310,000 negotiable bonds are hereby authorized to be issued in addition to the $2,095,000 previously authorized by the Prior Ordinance for a total principal amount not to exceed $2,405,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the obligations are to be issued consist of trickling filter replacements in connection with the Wastewater Treatment Plant located in the Borough, together with all purposes necessary, incidental or apparent thereto, all as shown on and in accordance with plans, specifications or requisitions therefor on file with or through the chief financial officer of the Borough (the "Chief Financial Officer"), as finally approved by the governing body of the Borough.

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes described in Section 3(a) hereof is $2,405,000 including the $310,000 authorized herein, as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes described in Section 3(a) hereof is $2,405,000, which is equal to the amount of the $310,000 supplemental appropriation herein made therefor and the $2,095,000 appropriation made by the Prior Ordinance.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer of the Borough, provided that no note shall mature later than one (1) year from its date. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer, who shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of such notes occurs, such report shall include the amount, the

description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes that the Borough may lawfully undertake as Water/Sewer Utility improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law and taking into consideration the amount of the obligations authorized for said purposes, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is twenty (20) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Municipal Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such Statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the $310,000 bonds and notes provided in this bond ordinance and the obligations authorized herein will be within all debt limitation prescribed by the Law.

(d) An aggregate amount not exceeding $105,000, including $10,000 authorized hereby and $95,000 authorized by the Prior Ordinance, for interest on said obligations, costs of issuing said obligations, engineering costs, legal fees and other items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included as part of the cost of said improvements and is included in the estimated cost indicated herein for said improvements.

(e) To the extent that moneys of the Borough are used to finance, on an interim basis, costs of said improvements or purposes, the Borough reasonably expects such costs to be paid or reimbursed with the proceeds of obligations issued pursuant hereto. This ordinance shall constitute a declaration of official intent for the purposes and within the meaning of Section 1.150-2(e) of the United States Treasury Regulations.

(f) This bond ordinance authorizes obligations of the Borough solely for purposes described in subparagraph (h) of §40A:2-7 of the Local Bond Law, and the obligations authorized herein are to be issued for purposes which are self-liquidating within the meaning and

limitation of N.J.S.A. 40A:2-45 of said Law and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44c and N.J.S.A. 40A:2-47(a) of said Law.

Section 6. The capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

Section 7. Any grant or similar moneys from time to time received by the Borough for the improvements or purposes described in Section 3 hereof, shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are received and so used.

Section 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and, unless paid from other sources, the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. This bond ordinance shall take effect twenty (20) days after the first dissemination thereof through the Borough's website after final adoption, as provided by the Local Bond Law.

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

RESOLUTION NO. 26-107
MEETING DATE: 09-08-2026

PAYMENT OF BILLS FOR SEPTEMBER 8, 2026

C/_____ offered the following resolution and moved its adoption, which was second by **C/**_____.

WHEREAS, the attached list of bills has been submitted to the Council for payment approval; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the payment of bills.

NOW, THEREFORE, BE IT RESOLVED that the bills on the attached bill list be paid.

ROLL CALL:

AYES:
NAYS:
ABSTAIN:
ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 8, 2026.

_____
Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

9-8-26 BILL LIST

Ranges	Item Status	Purchase Types	Misc
Range: *First to Last* ***Rcvd Batch Id Range:*** *First to Last*	***Open:*** *N* ***Void:*** *N* ***Paid:*** *N* ***Held:*** *Y* ***Aprv:*** *N* ***Rcvd:*** *Y*	***Bid:*** *Y* ***State:*** *Y* ***Other:*** *Y* ***Exempt:*** *Y*	***P.O. Type:*** *All* ***Format:*** *Condensed* ***Include Non-Budgeted:*** *Y* ***Vendors:*** *All*

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
ALPHA005		ALPHADOG SOLUTIONS, INC.					
26-00063	01/29/26	2026 WEBSITE MANAGEMENT	Open	$1,440.00	$0.00		B
26-00478	08/11/26	JUL 2026 NOTICES	Open	$285.00	$0.00		
26-00502	08/26/26	AUG 2026 NOTICES	Open	$80.00	$0.00		
			Vendor Total:	**$1,805.00**			
ATRAJ005		ATRA JANITORIAL SUPPLY CO, INC					
26-00451	07/29/26	CASE OF TOWELS FOR DISPENSER	Open	$94.66	$0.00		
BOARD005		BOARD OF FIRE COMMISSIONERS OF					
26-00528	09/03/26	2026 FIRE/BLS SERVICES:3/Q/26	Open	$41,372.25	$0.00		
BOROU005		BOROUGH OF HIGHTSTOWN					
26-00472	08/10/26	LANDFILL TIPPING FEES:JUL 2026	Open	$2,925.63	$0.00		
CANNO010		CANNON & MCGUINN, LLC					
26-00500	08/25/26	LEGAL SERVICES-MAY 2026	Open	$3,000.00	$0.00		
26-00501	08/25/26	EMPLOYMENT/LABOR-MAY 2026	Open	$455.00	$0.00		
			Vendor Total:	**$3,455.00**			
CONOV005		CONOVER BUILDING MAINTENANCE					
26-00463	08/05/26	AUG 2026 SERVICES	Open	$223.89	$0.00		
CROSS005		CROSS OVER NETWORKS, LLC					
26-00125	02/27/26	2026 IT SERVICES	Open	$467.11	$0.00		B
DILWO005		DILWORTH & PAXSON, LLP					
26-00481	08/11/26	PREPARE BOND ORD. 26-05	Open	$570.00	$0.00		
26-00482	08/11/26	PREPARE BOND ORD. 26-06	Open	$570.00	$0.00		
26-00483	08/11/26	PREPARE BOND ORD. 26-07	Open	$570.00	$0.00		
26-00484	08/11/26	PREPARE BOND ORD. 26-08	Open	$570.00	$0.00		
			Vendor Total:	**$2,280.00**			
DONAT005		DONATO, ESQ., MICHELE					
26-00503	08/26/26	PB REVIEW-JCP&L	Open	$3,401.05	$0.00		
26-00504	08/26/26	PB REVIEW-JCP&L	Open	$252.20	$0.00		
			Vendor Total:	**$3,653.25**			
GANNE005		GANNETT NJ NEWSPAPERS					
26-00476	08/11/26	JUN 2026 NOTICES	Open	$196.48	$0.00		
26-00477	08/11/26	JUL 2026 NOTICES	Open	$21.12	$0.00		
26-00521	09/02/26	AUG 2026 NOTICES	Open	$19.36	$0.00		
			Vendor Total:	**$236.96**			
HOLDE005		HOLDEN, JOHN B.					
26-00082	02/04/26	2026 WATER PLANT MANAGEMENT	Open	$10,830.00	$0.00		B

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
HOLDE005		HOLDEN, JOHN B.	*Account Continued*				
26-00519	09/02/26	WINERY-FIRE FLOW TEST	Open	$79.50	$0.00		
26-00520	09/02/26	ADDITIONAL SERVICES-AUG 2026	Open	$476.25	$0.00		
			Vendor Total:	**$11,385.75**			
JCPL0005		JCP & L					
26-00474	08/11/26	JUL 2026 ELECTRIC SERVICE	Open	$1,281.79	$0.00		
26-00475	08/11/26	W/S-JUL 2026 ELECTRIC SERVICE	Open	$3,192.42	$0.00		
26-00522	09/02/26	AUG 2026 ELECTRIC SERVICE	Open	$1,262.30	$0.00		
26-00523	09/03/26	W/S-AUG 2026 ELECTRIC SERVICE	Open	$2,810.03	$0.00		
			Vendor Total:	**$8,546.54**			
LEAF0005		LEAF COMMERCIAL CAPITAL, INC.					
26-00515	09/01/26	KYOCERA COPIER PYMT 34 OF 60	Open	$188.63	$0.00		
LYONS005		LYONS ENVIRONMENTAL SERV, LLC					
26-00087	02/09/26	2026 SEWER PLANT MANAGEMENT	Open	$19,800.00	$0.00		B
26-00464	08/05/26	ADDT'L SERVICES 7/6-7/31/26	Open	$1,540.10	$0.00		
26-00468	08/06/26	WATER TESTING 7/7 & 7/27/26	Open	$1,000.00	$0.00		
26-00524	09/03/26	WATER TESTING 8/4/26	Open	$1,285.00	$0.00		
26-00525	09/03/26	ADDT'L SERVICES 8/24 & 8/25/26	Open	$2,100.00	$0.00		
			Vendor Total:	**$25,725.10**			
MAINP005		MAIN POOL & CHEMICAL CO., INC.					
26-00245	04/27/26	WATER-2026 SODIUM HYPOCHLORITE	Open	$970.60	$0.00		B
26-00246	04/27/26	SEWER-2026 SODIUM HYPOCHLORITE	Open	$4,356.00	$0.00		B
			Vendor Total:	**$5,326.60**			
MGLFO005		MGL FORMS-SYSTEMS, LLC					
26-00331	06/09/26	2027 DOG LICENSES	Open	$445.00	$0.00		
NJADV005		NJ ADVANCE MEDIA					
26-00480	08/11/26	LEGAL NOTICES-6/11/26	Open	$140.24	$0.00		
ORKIN005		ORKIN PEST CONTROL SERVICE					
26-00471	08/10/26	DEWEBBING/TREATMENT:WTP & WT	Open	$899.00	$0.00		B
26-00512	08/31/26	AUG 2026 PEST CONTROL	Open	$63.00	$0.00		
			Vendor Total:	**$962.00**			
PASSA005		PASSAIC VALLEY SEWERAGE					
26-00473	08/11/26	SLUDGE DISPOSAL-JUL 2026	Open	$604.80	$0.00		
PEGER005		PEGER, KYLE d/b/a					
26-00214	04/09/26	PUBLIC LAND MAINTENANCE:2026	Open	$1,920.00	$0.00		B
26-00408	07/08/26	CLEAR GROWTH AT WTP	Open	$187.50	$0.00		
26-00409	07/08/26	CLEAR GROWTH/DEBRIS-PINE DR	Open	$75.00	$0.00		
			Vendor Total:	**$2,182.50**			
PETTY005		PETTY CASH					
26-00462	08/05/26	REIMBURSE PETTY CASH	Open	$17.05	$0.00		
26-00465	08/06/26	REIMBURSE PETTY CASH	Open	$30.00	$0.00		

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
PETTY005		PETTY CASH	*Account Continued*				
26-00466	08/06/26	REIMBURSE PETTY CASH	Open	$2.70	$0.00		
26-00485	08/12/26	REIMBURSE PETTY CASH	Open	$5.02	$0.00		
26-00488	08/17/26	REIMBURSE PETTY CASH	Open	$95.42	$0.00		
26-00490	08/17/26	REIMBURSE PETTY CASH	Open	$35.50	$0.00		
26-00491	08/18/26	REIMBURSE PETTY CASH	Open	$95.42	$0.00		
26-00517	09/02/26	REIMBURSE PETTY CASH	Open	$45.00	$0.00		
26-00518	09/02/26	REIMBURSE PETTY CASH	Open	$5.00	$0.00		
26-00526	09/03/26	REIMBURSE PETTY CASH	Open	$17.05	$0.00		
			Vendor Total:	**$348.16**			
PSEGC005		PSE & G CO.					
26-00489	08/17/26	JUN & JUL 2026 GAS SERVICE	Open	$409.62	$0.00		
PUMPI005		PUMPING SERVICES, INC.					
26-00184	03/25/26	REPAIRS TO TORQUE DRIVE	Open	$14,312.64	$0.00		
ROBER005		ROBERTS ENGINEERING GROUP, LLC					
23-00499	09/25/23	ROAD IMPROVEMENTS:NORTH VALLE	Open	$596.50	$0.00		B
25-00229	04/08/25	ROAD IMPROV:LAKE/SPRUCE/S.VALL	Open	$31.25	$0.00		B
26-00065	01/29/26	WATER TOWER REPAIRS	Open	$6,030.00	$0.00		B
26-00305	05/20/26	NJDOT GRANT 2027 APPLICATION	Open	$2,552.50	$0.00		B
26-00498	08/25/26	TIER B TO TIER A STORMWATER	Open	$225.00	$0.00		
26-00499	08/25/26	TIER B TO TIER A STORMWATER	Open	$955.00	$0.00		
26-00505	08/26/26	RVW AT&T ANTENNA PLANS	Open	$500.00	$0.00		
26-00506	08/26/26	WWTP CLARIFIER,44 LAKE LATERAL	Open	$200.00	$0.00		
26-00507	08/26/26	GIS MAPPING,S.ROCHDALE SWALE	Open	$1,022.50	$0.00		
			Vendor Total:	**$12,112.75**			
ROOSE005		ROOSEVELT BOARD OF EDUCATION					
26-00527	09/03/26	SEP 2026 SCHOOL TAXES	Open	$167,247.00	$0.00		
RUDNA005		RUDNA CONSTRUCTION, INC.					
26-00211	04/08/26	IMPROVEMENTS TO FDR MEMORIAL	Open	$81,728.83	$0.00		B
RUSSE005		RUSSELL REID, INC.					
26-00088	02/10/26	2026 SLUDGE REMOVAL	Open	$933.66	$0.00		B
SAMUE005		SAMUEL KLEIN AND COMPANY, LLP					
26-00479	08/11/26	2024 ANNUAL AUDIT-50% BILLING	Open	$11,375.00	$0.00		
SCHUB005		SCHUBIGER, ERIC					
26-00508	08/27/26	REIMB:WINE GLASSES 90th ANNIV	Open	$541.62	$0.00		
SHORE005		SHORE BUSINESS SOLUTIONS					
26-00497	08/25/26	USAGE 7/21/26-8/20/26	Open	$23.25	$0.00		
SIGNA005		SIGNARAMA - FREEHOLD					
26-00370	06/22/26	SIGN FOR POCKET PARK	Open	$1,932.70	$0.00		
STAPL005		STAPLES BUSINESS ADVANTAGE					

Vendor # / P.O. #	PO Date	*Name* / Description	Status	Amount	Void Amount	Contract	PO Type
STAPL005		STAPLES BUSINESS ADVANTAGE	*Account Continued*				
26-00410	07/13/26	OFFICE & JANITORIAL SUPPLIES	Open	$109.61	$0.00		
26-00461	08/03/26	OFFICE & JANITORIAL SUPPLIES	Open	$225.39	$0.00		
			Vendor Total:	**$335.00**			
THEHO010		THE HOME DEPOT					
26-00492	08/20/26	SCREWS FOR NEW SIGN AT PARK	Open	$14.93	$0.00		
THEWA005		THE WATERSHED INSTITUTE					
26-00239	04/22/26	PREPARE WATERSHED MGMT PLAN	Open	$1,736.26	$0.00		B
TREAS010		TREASURER, STATE OF NJ					
26-00487	08/17/26	ANNUAL SAFE DRINKING WATER FEE	Open	$120.00	$0.00		
ULINE005		ULINE					
26-00429	07/15/26	WTP-SINGLE BOTTLE EYEWASH STN	Open	$70.15	$0.00		
VERIZ015		VERIZON					
26-00493	08/25/26	PHONE/INTERNET-AUG 2026	Open	$1,062.23	$0.00		
WBMAS005		W.B. MASON CO., INC.					
26-00495	08/25/26	COOLER RENTAL-JUN/JUL/AUG 2026	Open	$2.85	$0.00		
WRNEU005		W.R. NEUMANN COMPANY, INC.					
26-00470	08/10/26	SEWER-SODIUM BISULFITE 8/8/26	Open	$1,198.00	$0.00		
WEBHA005		WEB HAULING & DISTRIBUTION,INC					
26-00396	07/01/26	PUMP LAKE DR PUMP PIT 6/25/26	Open	$274.40	$0.00		
26-00467	08/06/26	PUMP LAKE DR PUMP PIT 7/24/26	Open	$274.40	$0.00		
26-00486	08/17/26	PUMP BORO HALL PUMP PIT 8/13	Open	$274.40	$0.00		
			Vendor Total:	**$823.20**			
WEBOU005		WEB OUTBACK					
26-00440	07/21/26	RESTROOM RENTAL-MAY & JUN 2026	Open	$350.00	$0.00		
WINDR005		WIND RIVER ENVIRONMENTAL, LLC					
26-00316	05/28/26	EMERG CALL-OUT 5/18 36 N.ROCHD	Open	$2,700.61	$0.00		

Total Purchase Orders: 84 Total P.O. Line Items: 0 Total List Amount: $411,399.37 Total Void Amount: $0.00

BOROUGH OF ROOSEVELT
Bill List By Vendor Name

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Tota
	5-01	$6,225.00	$0.00	$6,225.00	$0.00	$0.00	$6,225.00
	5-09	$5,150.00	$0.00	$5,150.00	$0.00	$0.00	$5,150.00
	Year Total:	$11,375.00	$0.00	$11,375.00	$0.00	$0.00	$11,375.00
	6-01	$231,809.55	$0.00	$231,809.55	$0.00	$0.00	$231,809.55
	6-09	$73,341.65	$0.00	$73,341.65	$0.00	$0.00	$73,341.65
	Year Total:	$305,151.20	$0.00	$305,151.20	$0.00	$0.00	$305,151.20
	C-04	$82,966.58	$0.00	$82,966.58	$0.00	$0.00	$82,966.58
	C-08	$8,173.84	$0.00	$8,173.84	$0.00	$0.00	$8,173.84
	Year Total:	$91,140.42	$0.00	$91,140.42	$0.00	$0.00	$91,140.42
	T-12	$3,732.75	$0.00	$3,732.75	$0.00	$0.00	$3,732.75
Total Of All Funds:		$411,399.37	$0.00	$411,399.37	$0.00	$0.00	$411,399.37

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following bill list to be paid:

Vendor	Budget Account	Total Award
9/8/26 Bill List	various	$411,399.37

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 9/8/26

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

RESOLUTION NO. 26-108
MEETING DATE: 09-08-2026

RESOLUTION FOR RENEWAL OF MEMBERSHIP IN THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND

C/_____ offered the following resolution and moved its adoption, which was second by **C/_____.**

WHEREAS, Roosevelt Borough is a member of the Monmouth Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2026 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Borough of Roosevelt agrees to renew its membership in the Monmouth Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Monmouth Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

This Resolution agreed to this 8th day of September 2026 by a vote of:

Affirmative ___ Negative ___ Absent: ___

ATTEST MAYOR

_____ _____
Kathleen Hart, Borough Clerk Peggy Malkin, Mayor

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 8, 2026.

_____
Kathleen Hart
Borough Clerk

AGREEMENT TO RENEW MEMBERSHIP IN THE MONMOUTH MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the **Monmouth Municipal Joint Insurance Fund** (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, Roosevelt Borough is currently a member of said Fund, and;

WHEREAS, effective December 31, 2026, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Borough of Roosevelt has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Roosevelt Borough hereby renews its membership in the Monmouth Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2027 and ending December 31, 2029*.

*12:01 am

2. The Borough of Roosevelt hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Monmouth Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.

3. The Borough of Roosevelt agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

4. In consideration of the continuing membership of the Borough of Roosevelt in the Monmouth Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Borough of Roosevelt.

5. Executed the day 8th of September, 2026 as the lawful and binding act and deed of the Borough of Roosevelt, which execution has been duly authorized by public vote of the governing body.

_____
Peggy Malkin, Mayor

_____
ATTEST, Kathleen Hart, Borough Clerk

_____
MONMOUTH MUNICIPAL JOINT INSURANCE FUND

_____
ATTEST

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

RESOLUTION NO. 26-109
MEETING DATE: 09-08-2026

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ROOSEVELT AWARDING A CONTRACT FOR WASTEWATER TREATMENT PLANT TRICKLING FILTER REPLACEMENT

C/_____ offered the following resolution and moved its adoption, which was seconded by **C/**_____.

WHEREAS, the Borough Council has previously authorized the public advertisement for bids for the Wastewater Treatment Plant Trickling Filter Replacement; and

WHEREAS, five (5) sealed bid were received on July 14, 2026; and

WHEREAS, per N.J.S.A 40A:11-24, the contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period; and

WHEREAS, the bids received are as follows:

1.	Coppola Services, Inc., Ringwood, NJ	$2,074,000.00
2.	Sovereign Consulting, Inc., Robbinsville, NJ	$2,666,500.00
3.	CMS Construction, Plainfield, NJ	$3,090,099.00
4.	BR Welding, Inc., Howell, NJ	$3,598,299.00
5.	Anseimi & DeCicco, Inc., Maplewood, NJ	$3,640,000.00

WHEREAS, the lowest responsible bid received was that of Coppola Services, Inc. of Ringwood, NJ in the amount of $2,074,000.00, which has been found to comply in all respects with the terms and conditions of the specifications; and

WHEREAS, the Borough Council finds that it would, therefore, be in the best interest of the Borough of Roosevelt to award the contract to Coppola Services, Inc.; and

WHEREAS, this project is funded through a loan from the New Jersey Water Bank program which is administered by the NJ Department of Environmental Protection (NJDEP) and funded by the New Jersey Infrastructure Bank (NJIB); and

WHEREAS, the Chief Financial Officer of the Borough has certified to the Borough Council that funds will be available to pay the cost of the aforesaid contract, and that said funds will be available through Bond Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Borough Officials be and are hereby authorized to execute an agreement between the Borough and Coppola Services, Inc. in an amount not to exceed $2,074,000.00 for Wastewater Treatment Plant Trickling Filter Replacement, subject to fulfillment of all conditions in the contract documents and specifications and subject to approval of the New Jersey Department of Environmental Protection (NJDEP) and New Jersey Infrastructure Bank.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to:

1. Coppola Services, Inc.
2. New Jersey Department of Environmental Protection
3. New Jersey Infrastructure Bank
4. Scott Frueh, CFO
5. Ana Debevec, Treasurer/Purchasing Agent
6. Cameron Corini, Borough Engineer

ROLL CALL:

AYES:
NAYS:
ABSTAIN:
ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 8, 2026.

_____

Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following contract to be awarded:

Vendor	Budget Account	Total Award
Coppola Services, Inc. (WWTP Trickling Filters Replacement)	Bond Ord. 26-05	2,074,000.00

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 9/8/26

BOROUGH OF ROOSEVELT
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

RESOLUTION NO. 26-110
MEETING DATE: 09-08-2026

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR PROFESSIONAL STRUCTURAL ENGINEERING TO FRENCH & PARRELLO ASSOCIATES FOR IMPROVEMENTS TO THE FRANKLIN DELANO ROOSEVELT MEMORIAL AMPHITHEATER

C/_____ offered the following resolution and moved its adoption, which was seconded by C/_____.

WHEREAS, the Borough of Roosevelt, County of Monmouth, State of New Jersey (the "Borough") requires the professional services of a structural engineer is needed for the improvement to the Franklin Delano Roosevelt Memorial Amphitheater (the "Project"); and

WHEREAS, French & Parrello Associates has provided a proposal in the amount of $10,700.00 to evaluate the condition of the monument, provide recommendation for potential further action and provide construction documentation/construction administration services or the remainder of the work contemplated as part of the Project; and

WHEREAS, the Borough has determined that the value of the services will not exceed the bid threshold of $17,500.00; and

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Roosevelt authorizes the Borough to enter into a professional services contract with French & Parrello Associates as follows:

1. French & Parrello Associates is hereby retained to evaluate the condition of the monument, provide recommendation for potential further action and provide construction documentation/construction administration services in the amount of $10,700.00 in accordance with the Proposal attached hereto as Exhibit A; and

2. That this Resolution is subject to the availability of funds for the Contract and payment for services described therein and/or any subsequent approvals granted by the Governing Body from time-to-time under the terms of the Contract; and

3. That this Contract is awarded without competitive bidding as a professional service and as an exception to the public bidding requirements for water treatment services, pursuant to the Local Public Contracts Law; specifically, N.J.S.A. 40A:11-5; and

4. That a notice in accordance with this resolution and the Local Public Contracts Law shall be published one time on the Borough website legal notice webpage; and

5. Each year during the term of the Contract, French & Parrello Associates shall complete and submit a Business Entity Disclosure Certification which certifies that French & Parrello Associates has not made any reportable contributions to a political or candidate committee in the Borough of Roosevelt in the previous one year, and that the contract will prohibit French & Parrello Associates from making any reportable contributions through the term of the contract.; and

6. That an executed copy of the Contract and a copy of this resolution shall be filed in the office of the Borough Clerk and be available there for public inspection in accordance with the law; and

7. That this resolution shall take effect immediately.

ROLL CALL:

AYES:
NAYS:
ABSTAIN:
ABSENT:

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on September 8, 2026.

_____

Kathleen Hart
Borough Clerk

BOROUGH OF ROOSEVELT

I, Scott M. Frueh, Chief Financial Officer of the Borough of Roosevelt, do hereby certify that funds are available for the following contract to be awarded:

Vendor	Budget Account	Total Award
French & Parrello Associates (FDR Memorial Amphitheater Rehabilitation)	Bond Ord. 24-09	10,700.00

Scott M. Frueh

Scott M. Frueh
Chief Financial Officer

Dated: 9/8/26

FRENCH & PARRELLO
ASSOCIATES

1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

August 18, 2026_*Revision #2 (Rev. #2)*

Dave Sitler | Project Manager
ETM Associates, LLC
1202 Raritan Avenue
Highland Park, NJ 08904

RE: Proposal for Structural Engineering Services for
FDR Amphitheater Existing Monument Structural Support Evaluation
2 School Ln, Roosevelt, NJ 08555
FPA No. 25636.PR1

Dear Dave:

In response to your request, ***French & Parrello Associates (FPA)*** is pleased to present this proposal for professional engineering services to perform a structural assessment of the existing structural support system for the FDR bronze head monument. Please review our understanding of the project and the proposed scope of services. Please advise us promptly if any aspect of our proposal does not meet your expectations.

Introduction

Based on our understanding, the existing monument was constructed in the 1960s and consists of a bronze head mounted on a stone-clad structural core. Following the recent removal of the stone cladding, portions of the underlying concrete/CMU core were exposed and found to exhibit cracking and deterioration. FPA will perform a focused structural assessment of the exposed monument structure to evaluate its existing condition and provide recommendations regarding appropriate repairs or other measures necessary to support the future reinstallation of the stone cladding.

Please review our understanding of the project and proposed scope of services below and advise us if any aspect of our proposal does not meet your expectations.

Scope of Work

Structural Engineering

PHASE 1

1. Review available project information, including photographs provided by ETM Associates and any available historical information regarding the existing monument.

2. Perform a site visit to visually observe the exposed structural base of the monument, including the existing CMU/concrete construction, mortar joints, cracks, deterioration, and other readily accessible conditions.

3. Evaluate the observed condition of the existing structural base and its ability to support the existing bronze head and the stone cladding proposed to be reinstalled.
4. Perform limited field measurements and documentation of the existing monument structure and areas of observed deterioration, as deemed necessary for our assessment.

5. Review the existing support configuration and identify apparent structural deficiencies or conditions that may affect the stability or long-term performance of the monument.

6. Provide recommendations for repair, stabilization, or other remedial measures considered appropriate based on the observed conditions.

7. Provide recommendations regarding the suitability of reinstalling the existing stone cladding following completion of the recommended structural repairs.

8. Prepare a brief structural assessment letter/report summarizing our observations, findings, conclusions, and recommendations, based on the current New Jersey adopted building code, IBC 2021 and ASCE 7-16.

PHASE 2

1. Based on the findings and conclusions of the Phase 1 investigation, perform the required reinforcing design or reconstruction design.

2. Provide a Construction Document (CD) package, including plans, sections, specification notes, and typical details.

3. Provide NJ PE-signed and sealed CD documents for approval and bidding.

4. Construction Administration (CA) services will include shop drawing reviews, responses to RFIs, and a maximum of one (1) construction site visit solely to review whether the completed construction conforms to the CD documents.

Specific Conditions

1. Our assessment will be limited to readily accessible and exposed portions of the existing monument structure. Areas concealed by the existing construction, including the internal/center core of the monument and concealed connections supporting the bronze head, will not be evaluated.

2. No destructive probing, removal of additional CMU, concrete, mortar, stone cladding, or other materials is included in our scope of services. Accordingly, concealed conditions that cannot be visually observed will remain outside the limits of our assessment.

3. The condition and adequacy of the connection between the bronze head and its supporting structure will be assessed only to the extent that the connection is exposed and readily accessible at the time of our site visit. No disassembly or removal of the bronze head is included.

4. Our recommendations will be limited to conceptual repair and stabilization measures based on the observed conditions.

5. In the event that the subject structures are determined to be compromised, partial or complete reconstruction of the statue's structural support may be necessary.

6. Any additional investigation, testing, destructive probing, or engineering services determined to be necessary following the initial assessment will be considered additional services and performed only upon authorization by the Client.

7. FPA's assessment is not intended to constitute a complete investigation of all components of the monument or a certification of the structural adequacy of concealed conditions that could not be observed during the assessment.

Additional Services

The following items are understood to either be the responsibility of others or are items that are not covered under the scope of this proposal. Items listed below represent work that FPA can address in a separate proposal if and when such work becomes necessary. In the event that any of the following additional work items become necessary during the term of the project, FPA may be able to provide a separate quotation and schedule to address same:

1. Destructive probing or selective demolition required to investigate concealed structural conditions, including hidden connections or the internal/center core of the monument.

2. Additional field investigation, testing, measurements, or structural evaluation beyond the initial assessment.

3. Preparation of repair or stabilization drawings (CDs), structural details, calculations, specifications, or permit documents.

4. Construction administration services (CAs), including shop drawing review, RFI responses, contractor coordination, and construction observations.

5. Engineering services related to temporary support, removal, relocation, or reinstallation of the bronze head or stone cladding.

6. Any additional services resulting from concealed or unforeseen conditions discovered during the assessment.

7. Phase 2 services will include Construction Documents (CD) and Construction Administration (CA), with the total Phase 2 fee estimated not to exceed $7,000. Please refer to the Fee Arrangement section for the associated fee breakdown and payment requirements for these two Phase 2 services.

8. A detailed Phase 2 proposal (not to exceed $7,000) will be submitted following evaluation and approval of the Phase 1 recommendations.

Fee Arrangements

Structural Engineering

Phase 1:

- Site visit and Field Assessment by NJ PE Lic Sr. Engineer(s) ..... $ 1,500.00
- Structural Analysis and Assessment Report ..... $ 1,900.00

Total Phase 1 = **$ 3,400.00**

Phase 2:

- NJ PE Signed and Sealed Construction Document (CD) Set ..... $ 5,500.00
- Construction Administration (CA) ..... $ 1,500.00

Total Phase 2 = **$ 7,000.00**
(See Note 1 Below)

Note:

1. Actual fee to be based on extent of required construction documentation, not to exceed $7,000.

2. Reimbursables, such as travel expenses, printing, report binding, and FedEx deliveries, etc., are estimated at a Not-To-Exceed value of **$ 300** and will be invoiced separately.

   Additional Service will be provided on an hourly basis in accordance with the attached Schedule of Billable Hourly Rates/Expenses.

3. This agreement consists of the above Scope of Service and the Contract Terms attached hereto.

A signed proposal in the above service fee + reimbursable must be received prior to commencement of work.

Current Hourly Rates
See attached Schedule of Fees.

Closing

On behalf of French & Parrello Associates, I thank you for this opportunity and we look forward to a successful project.

Respectfully submitted,
FRENCH & PARRELLO ASSOCIATES

Tawei Sam Chen

T. Sam Chen, PE
Vice President, Structural Engineering
Sam.Chen@FPAengingineers.com

Proposal Accepted By:

Name (Printed): _____

Title and Company: _____

Signature: _____ Date: _____

Telephone: _____ Fax: _____

Accounts Payable Representative:

Contact Name: _____

Email: _____

Address: _____

Telephone: _____ Fax: _____

2026 Schedule of Fees

Senior Project Consultant	$265.00/hr.
Project Consultant	$250.00/hr.
Senior Project Manager	$235.00/hr.
Project Manager	$205.00/hr.
Senior Engineer	$190.00/hr.
Project Engineer	$165.00/hr.
Senior Staff Engineer	$135.00/hr.
Staff Engineer	$120.00/hr.
Licensed Site Remediation Professional (LSRP)	$200.00/hr.
Environmental Project Manager	$185.00/hr.
Professional Geologist	$175.00/hr.
Senior Environmental Specialist	$160.00/hr.
Project Scientist	$155.00/hr.
Senior Environmental Scientist	$145.00/hr.
Environmental Engineer	$130.00/hr.
Environmental Scientist	$125.00/hr.
Environmental Technician	$100.00/hr.
Senior Licensed Landscape Architect	$200.00/hr.
Licensed Landscape Architect	$185.00/hr.
Landscape Designer	$130.00/hr.
Professional Planner	$210.00/hr.
Professional Land Surveyor	$245.00/hr.
Senior Designer	$165.00/hr.
Designer	$140.00/hr.
Senior Drafter	$125.00/hr.
Drafter	$120.00/hr.
Technical Coordinator	$105.00/hr.
Senior Survey Party Chief	$170.00/hr.
Survey Party Chief	$145.00/hr.
Senior Survey Technician	$130.00/hr.
Survey Technician	$110.00/hr.
Survey Field Crew (two person)	$260.00/hr.
Survey Field Crew Robotic (1 person)	$215.00/hr.
Lab Supervisor	$130.00/hr.
Resident Engineer	$150.00/hr.
Resident Inspector	$130.00/hr.
Senior Field Representative	$110.00/hr.
Field Representative	$100.00/hr.
Field Technician	$90.00/hr.
Staff Professional	$80.00/hr.
Technical Assistant	$85.00/hr.
Administrative Services	$75.00/hr.

2026 Miscellaneous Reimbursable Expenses

Miscellaneous Office Services

Mileage (Employee Travel Time will be Invoiced at the Individuals Hourly Rate, Door-To-Door)	$0.725 / mile
Certified Mailing/Return Receipt	$8.95 + postage / piece
Express Delivery Service (Federal Express, etc.)	Calculations per weight / piece
USPS Package Mailing (Plans/Reports)	Postage + 15% / piece

Plotting and Graphic Services

Bond	$0.20 / sf
Vellum	$0.35 / sf
Color	$0.75 / sf
Mylar	$0.70 / sf
Presentation Board -24" x 36"	$10.00 / board
Presentation Board -30" x 42"	$20.00 / board
CD or DVD	$1.00 / Disk

FPA

GENERAL CONDITIONS OF SERVICES

Client: ETM Associates, LLC **Project Name:** FDR Amphitheater Monument Structural Support Assessment

Project Number: 25636.PR1 **Date:** August 12, 2026

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client

cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."

K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of $50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees), to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Clients' sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of any construction safety standards or practices, including demolition. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from

or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.