

May 21, 2024

Rick Hawco
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856-833-6018

**Re: Fill Investigation Former Oaklyn Swimming Club
Proposal No.: C2405109 (6 Pages, Dated May 21, 2024)
Manheim Avenue, Block 56, Lot 8, 9, and 9.01**

Curren Environmental thanks you for the opportunity to service your environmental needs. We have over 26 years of experience, and you can be assured that all work is performed by company personnel. We strive for smooth project execution; our office is staffed Monday through Friday to answer your questions.

TTI Environmental Inc. (TTI) conducted a Phase I Environmental Assessment (Phase I) of the above referenced facility and in their March 25, 2024, report indicated the need for additional sampling of fill material that was brought on-site to backfill the former children's pool, lap pool, and diving pool. As indicated in the Phase I Report,

"The in-ground pools were partially demolished and have been filled with a mix of the concrete from the pools, crushed concrete, and dirt from the Collingswood High School and two local cemeteries. No clean fill receipts exist for the backfill material. The kiddie pool and diving pool were backfilled with 580 cubic yards of soil from Collingswood High School and the lap pool was backfilled with 570 cubic yards of soil from two local cemeteries and 120 cubic yards of crushed concrete obtained from Hargrove Recycling in Camden, New Jersey. Though the sources of backfill material are known, there is the potential the backfill material contains contaminants above NJDEP criteria. TTI considers the backfill material to be a REC¹."

"Based on TTI's research of the Collingswood High School, TTI recommends no further action for the diving pool and kiddie pool portions of the site. TTI recommends a Phase II Environmental Site Assessment be conducted of the lap pool area."

Essentially there are two (2) types of imported fill material in the pool area, crushed concrete and soil. As per our conversation the soil material was placed into the pool area first with the crushed concrete on top of that. Evaluation of each distinct type of fill would be required to properly evaluate the potential for impact at the pool site. Fill material not coming from a certified clean fill source are required to be sampled so that the placement of this material does not introduce contaminants which are not currently located on the site.

The closest guidance the NJDEP has that would apply to this situation is the "Fill Material Guidance for CSRR Sites (formerly Alternative and Clean Fill Guidance for CSRR Sites), October

¹ REC: Recognized Environmental Condition

2021. This document is specifically for sites with contamination that are receiving alternative fill as part of the remediation of an Area of Concern (AOC). The Oaklyn Swim Club site is not a contaminated SRP site and as stated in the guidance, *"The purpose of this document is to provide guidance on the use of fill materials strictly at Site Remediation Program sites (SRP sites)"* and *"All other applications or use of this technical guidance at non-SRP sites or properties is beyond the scope and authority of the SRP regulations"*. That being the case it does provide insight into the NJDEP mindset as to how to characterize the contaminant levels that may be present in imported fill that are from non-certified clean sources, specifically as to the number of samples required to characterize the fill material.

Table 1 of this document presents the sampling frequency that is required to characterize alternative fill material. There is a default frequency and a reduced frequency with justification and the default frequency being the larger number of samples. For this proposal Curren will be using the reduced frequency number of samples being that the swim club site is not an SPR site and the guidance document is not regulatorily applicable to the swim club site. However, using this guidance shows a respect for the intent of correctly classifying alternative fill.

Information provided to Curren stated that the lap pool was backfilled with approximately 570 cubic yards of soil from two local cemeteries and approximately 120 cubic yards of crushed concrete. Based on Table 1 five (5) samples are needed to evaluate the soil fill and three (3) samples are needed for the crushed concrete. Collected samples will be submitted for the full TCL/TAL suite of analyses which includes Volatile Organics, Sem-Volatile Organics, Metals, Pesticides, PCBs and Extractable Petroleum Hydrocarbons (EPH Cat II). For this proposal I am using a total depth of 8 feet for the soil test pits.

SOIL

PC-50 Excavator & Operator 1 day including mobilization.....	\$2,300.00
Technician.....	\$600.00
(Since the distribution of the two types of fill material within the lap pool area is unknown additional soil borings may be required. If so, the additional sleeves will be invoiced at the above rate)	
Project Manager, est. 10 hours @ \$140.00	\$1,400.00
Vehicle, @ \$100/day 1 day.....	\$100.00
PID, @ \$75/day 1 day	\$75.00
Lab Analysis	
TAL Metals, Est 8 samples @ \$170.00/spl	\$1,360.00
TCL VO+15, Est 8 sample @ \$210.00	\$1,680.00
TCL SVO (BNA), Est 8 sample @ \$255.00	\$2,040.00
PCB/Pesticides, Est 8 sample @ \$220.00.....	\$1,760.00
EPH Cat II, Est 8 sample @ \$200.00.....	\$1,600.00
Laboratory Environmental Impact Fee	\$50.00

Administrative

Data Evaluation/Letter Report 5 hrs. @ \$140.00.....	\$700.00
ESTIMATED PROJECT Budget.....	\$13,665.00



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*** Project Management**

Miscellaneous project management, communication with owner, attorney, tenant, new owner (if property is sold during the quarterly sampling period), questions regarding NJDEP annual billing, etc. Aside from project sampling and data review it is not uncommon for other time to be spent, if incurred time spent will be billed, otherwise client will not incur billing.

.....Rate is \$140.00/hour

Please note that there may be additional fines and penalties assessed by the NJDEP due to the noncompliance issues identified in the NOV.

Additional

A. Client is responsible for all NJDEP fees.

*This proposal represents a good faith estimate to perform the scope of work outlined herein. It is not, however, a lump sum proposal and all billing will be on a time and materials basis utilizing the line item pricing provided. Additional line items may become necessary as the project progresses. Fluctuations in the actual scope and costs associated with the remedial activities are not the responsibility of Curren but may become necessary to competently complete the project. Such fluctuations can occur as a result of a larger scope of services, unforeseen underground complications and weather.

The prices quoted are for conducting the services described and presented in the preceding sections of this proposal. These costs are meant to reflect the total estimated costs for the performance of the scope of work as described in the body of the proposal. Curren will perform the services as described above, performing the scope of work and billing the client following completion of each phase of the work. Work will begin after receipt of retainer and signed contract.

LSRP Services At this time this is not an LSRP project.

Curren will provide a LSRP to oversee activities at this site. The activities of the LSRP are based on anticipated activities as defined below.

Activities that will be performed by the LSRP will be driven by the requirements of the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and the TRSR (Technical Requirements for Site Remediation). It is the LSRP's responsibility to ensure that the selected strategy is in conformance with the TRSR.

The project will be completed under the terms and conditions of the Client/Curren Continuing Services Agreement with the following addendum:

The services under this Proposal require the engagement of a LSRP subject to the laws and regulations promulgated by the State of New Jersey. The following provisions will apply to any



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work performed by the LSRP. Citations herein refer to Sections 1 through 29 of P.L.2009, c60 (C.58:10C-1 et seq.), otherwise known as the Site Remediation Reform Act (SRRA).

- A. Under certain circumstances outlined in the LSRP Program, the LSRP owes professional obligations to the public, including but not limited to the notification of and/or reporting to the State of New Jersey of identified "Immediate Environmental Concerns" (ref:C.58:10-16.j) as they are defined by the SRRA (C.58:10C-2).
- B. Client understands and acknowledges that in the event that the licensed professional's obligations under the LSRP Program conflict in any way with the terms and conditions of the Proposal or the wishes or intentions of Client, the licensed professional is bound by law to comply with the requirements of the LSRP Program. Client recognizes that the licensed professional is immune from civil liability resulting from any such conflict.
- C. Client agrees to indemnify, defend and hold harmless Curren from and against any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the licensed professional's fulfillment of his or her professional obligations under the LSRP Program.
- D. In the event of a conflict between these provisions and the terms of any existing service contract between Client and Curren, the terms of these provisions shall govern.

Terms & Conditions

- 1. Curren Environmental, Inc., (Curren) and the customer agree and understand that all work activities shall comply with all Federal, State and local laws and regulations pursuant to the execution of any identified services as described herein. This proposal is based upon Federal, State and local regulations presently in effect. Should the Federal, State or local government revise the relevant regulations, Curren reserves the right to amend its proposal.
- 2. Curren represents that the services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by environmental consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, document or otherwise.
- 3. Curren assumes that there is free and clear access to the site. Client will be responsible for ensuring ample room for safe working conditions. The Client shall be responsible for site security throughout the duration of the project.
- 4. Curren will not be responsible for damage, replacement, removal or reinstallation of any existing grass, trees, landscaping, plants, fences, driveways, sidewalks, walkways, paving stones etc. other than those, if any, specified under this proposal. A tank removal project requires 2.5 yards or 8400 pounds of material to fill a 500-gallon UST excavation. Rutting, depressions, and surfacing scarring can occur simple due to the nature of the work. The egress and work area to the former tank area may require landscape restoration (topsoil, seed, mulch) to top dress the area and is not included in the proposed scope.

Underground Obstructions & Utilities

- 1. Any private underground utilities will be clearly marked by the Owner. Curren will provide a public utility markout.
- 2. Curren assumes that any existing underground utility lines are not installed or located in such a manner as to obstruct excavation.

Payment



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1. In the event that the project is sold or transferred while a balance remains due to Curren, the Client agrees to direct the settlement attorney to notify Curren of the date and place of the settlement, and the Client hereby authorizes and instructs said settlement attorney to withhold from the funds arising out of said sale or transfer, sufficient funds to pay said balance due directly to Curren immediately upon settlement.
2. Any unauthorized re-use of any document will be at the Client's sole risk without liability or legal exposure to Curren. The Client hereby expressly agrees to indemnify and hold Curren Environmental, Inc. harmless from any unauthorized use or re-use of any document. Curren will not be responsible for providing copies of records and documents for the project in case of loss by fire, theft or other causes.

Contract Termination

1. In the event that the Client requests termination of the work prior to the completion of the contract, Curren reserves the right to complete such analysis and records as are necessary to place its files in order and where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date.

Indemnification

Client shall indemnify and hold Consultant/Contractor, its employees, agents, subcontractors, and consultants harmless from all claims, losses, personal injuries, death, and property liability resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.) arising from the performance of the services when the existence and/or accurate location of such are not made known by Client to the Consultant/Contractor, its employees, agents, subcontractors, and consultants or from Client's failure to provide right of entry onto the site and permission to perform services. Client warrants that all information provided to Consultant regarding the project and site is complete and accurate to the best of the Client's knowledge.

Indemnification

The LSRP's obligation to notify the NJDEP of conditions of the property or an Immediate Environmental Concerns (IECs) as required by NJSRRA.

Any liability associated with any fines, penalties or NJDEP enforcement action taken as a result of the Client's failure to promptly implement all investigation and remediation plans approved by the LSRP. This includes any delays and costs associated with the NJDEP placing the project under direct NJDEP oversight.

The client acknowledges that the NJDEP has the right to audit/review and alter or overturn the RAO issued by the LSRP within three (3) years under the SRRA regulations. The client agrees to compensate Curren for any costs associated with an NJDEP audit or review, including meetings, emails, telephone conversation and submissions. Curren and its assigned LSRP for the client will provide the services in accordance with NJSRRA. In the event the client disagrees with the LSRP, the Client's sole remedy is to terminate further services of Curren and the assigned LSRP. The Client agrees that neither Curren nor the assigned LSRP has any liability to the client for delays, penalties, fines, loss of use, remedial or investigative costs or any other costs associated with the Client's failure to promptly implement all site remedial or investigative activities recommended by the LSRP.

The Consultant/Contractor shall hold harmless and indemnify the Client from any claims, demands, or liabilities for injury to or death of personnel, and damage to third party property, arising out of the negligent acts or omissions of the Consultant/Contractor, its officers, agents, or employees. However, nothing herein shall be construed to mean that the Consultant/Contractor shall hold harmless and indemnify the Client from any claims, demands, or liabilities arising out of any acts or omissions of the Client, its officers, agents, or employees.

Limitations of Liability

The remedies of the Client set forth herein are exclusive, and the total liability of the Consultant/Contractor with respect to this Agreement and services furnished, shall not exceed the purchase price of the work upon which such liability is based. The Consultant/Contractor and its subcontractors and consultants shall in no event be liable to the Client, any successors in interest, or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of



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use, lost profits or revenue, or interest whether or not such loss or damage is based on contract, warranty, negligence, indemnity, or otherwise.

Acceptance Proposal No.: C2405109 (6 Pages, Dated May 21, 2024)
Former Oaklyn Swimming Club
Manheim Avenue, Block 56, Lot 8, 9, and 9.01

To proceed with the proposed work activities please complete the following:
Retainer in the amount of \$7,000.00 is required at contract acceptance. You will be emailed/mailed a receipt of payment.

The balance of the contract amount (if applicable) is due on last day of remedial work.
Payment terms are due upon receipt.

Remittance Address:
Curren Environmental
10 Penn Avenue
Cherry Hill, New Jersey 08002

Final invoice will be issued at the completion of the on-site project activities. Any additional charges will be invoiced as completed. Payment Terms are due upon receipt. Interest 1 ½% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first, to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs in collecting any delinquent amount shall be paid by the client.

This proposal was signed and agreed upon on this _____ day of _____, 2024.

Sincerely,
Curren Environmental, Inc.
David C Sulock

Client

David C. Sulock
Managing Director

(Client Type or Print Name)

Client Authorized Signature



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