

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Monday, January 13, 2020 immediately following the Work Session and Special Meeting at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey.

Formal action will be taken.

January 10, 2020

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **AGENDA REGULAR MEETING January 13, 2020**

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Salute to the Flag
4. Roll Call
5. Swearing of Commissioners: Thomas Duch, Esq. & Matthew Jordan, Esq.
6. Chairman's Remarks
  - a. Appointment of Nominating Committee
7. Approval of Minutes – Regular Meeting – December 10, 2019  
Special Meeting – December 10, 2019
8. Public Comments (any subject)
9. Consideration for approval list of Resolutions attached dated January 13, 2020
10. Report of Committees:
  - a. Finance Committee
  - b. Personnel Committee
  - c. Insurance Committee
  - d. Operating Committee
  - e. Strategic Plan Subcommittee
  - f. Buildings and Grounds Committee
  - g. Safety and Security Committee
11. Report of Treasurer
12. Report of General Counsel
13. Report of Consulting Engineer
14. Report of Executive Director
15. Report of Authority Engineer
16. Report of Superintendent
17. Old Business
18. New Business
19. Public Comments (on subjects 5 through 18)
20. Adjournment

January 10, 2020

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **RESOLUTIONS**

**January 13, 2020**

## **CONSENT AGENDA**

- 02-2020 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 03-2020 Regular Employment – Michael McKenzie as O&M Helper
- 04-2020 Regular Employment – Howard DeWitt as O&M Helper
- 05-2020 Authorization to enter into a Shared Services Agreement with the Borough of Waldwick
- 06-2020 Authorization to enter into a Shared Services Agreement with the Borough of Allendale
- 07-2020 Resolution Authorizing the Renewal of Agreement with Wind River Environmental, LLC
- 08-2020 Designation of Public Agency Compliance Officer for 2020
- 09-2020 Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Authorizing Connection Fee Payment Agreement with Franklin Manor Properties, LLC for property located at Block 1518, Lot 10 & Block 1919.01, Lot 1, Borough of Franklin Lakes
- 10-2020 Approval of proposed Sanitary Sewer Extension - Block 1518, Lot 10 & Block 1919.01, Lot 1, Borough of Franklin Lakes
- 11-2020 Approval of Change Order No. 9 – Contract No. 268 – Incinerator Emissions Upgrade Project
- 12-2020 Authorization for Northwest Bergen County Utilities Authority’s membership to the National Association of Clean Water Agencies

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 02-2020**

**Date: January 13, 2020**

---

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS**

**WHEREAS**, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

**WHEREAS**, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

**WHEREAS**, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of December 2019 and Health Benefits and Dental Benefits transfers for January 2020; and

**WHEREAS**, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

**NOW, THEREFORE, BE IT RESOLVED,**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated January 13, 2020 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$337,380.01

ACCOUNT: Tax Deposit Account  
Total: \$141,640.27

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$112,100.56

ACCOUNT: Health Benefits Contribution Employee  
Total: \$4,732.85

ACCOUNT: Dental Benefits  
Total Transfer: \$4,290.70

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 02-2020**

**Date: January 13, 2020**

---

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS**

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$31,605.46

ACCOUNT: Operating Account

Total: \$449,575.40

ACCOUNT: General Improvement Account

Total: \$200,794.37

---

CHAIRMAN

---

SECRETARY

**RECORDED VOTE:**

	Bonagura	Duch	Jordan	Kelahe	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									





**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 05-2020**

**Date: January 13, 2020**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF WALDWICK**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

**WHEREAS**, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Waldwick (the “Borough”) had entered into a Shared Services Agreement on January 1, 2018 with a termination date of December 31, 2019 for the Authority to 1) provide monitoring of the Borough’s three (3) waste water pump stations once per week on the Wednesday of each week 2) perform repairs, corrective actions as directed by the borough 3) Clean each of the pumping stations twice annually at no additional cost and 4) Support Waldwick catch basin cleaning activities when requested; and

**WHEREAS**, the Borough has adopted Resolution No. 2019-325 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

**WHEREAS**, the Authority desires to enter into this agreement with the Borough for a duration of two (2) years subject to the terms and conditions set forth in said agreement attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Waldwick for a duration of two (2) years to provide the services described in Paragraph 3 above; and
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Waldwick annexed hereto and made a part thereof.



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 05-2020**

**Date: January 13, 2020**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF WALDWICK**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on January 13, 2020.

---

CHAIRMAN

---

SECRETARY

**Recorded Vote:**

	Bonagura	Duch	Jordan	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

## SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of December, 2019, by and among:

THE BOROUGH OF WALDWICK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Waldwick" and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et. seq.*) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Waldwick and the NBCUA have researched the feasibility of entering into an agreement under the authority of the Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Waldwick, the services as outlined in paragraph 3 below; and

WHEREAS, Waldwick has adopted Resolution #2019-325, which authorizes Waldwick to enter into an agreement with the NBCUA, for the services outlined in Paragraph 3 below.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Waldwick and the NBCUA for the purpose of defining and specifying the obligations of the parties and the Borough of Waldwick and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both Waldwick and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be January 1, 2020.
3. The NBCUA shall provide the following services to Waldwick:
  - A. The NBCUA shall perform the monitoring of each of Waldwick's three wastewater pump stations once per week on the Wednesday of each week.
  - B. Perform repairs and corrective action as directed by the Borough.

- C. Clean each of the pumping stations twice annually at no additional cost. Waldwick to provide support staff and water connections required for such cleaning.
  - D. Support Waldwick catch basin cleaning activities when requested. Services to be provided billed according to contract labor rates.
4. The Borough of Waldwick will respond to all pump station alarms and will notify NBCUA if repairs and/or corrective actions are required. The Borough will keep record of all such response where repairs are not required and will provide copies of these records to NBCUA.
  5. In order to accomplish repairs and corrective action in a prompt manner, the Borough will maintain a reasonable inventory of spare pump parts. These spare parts may be stored at the Waldwick DPW or at the NBCUA facility to permit 7-day/24 hour accessibility.
  6. In consideration for the services to be rendered by the NBCUA to Waldwick, pursuant to Paragraph 3 above, the Borough of Waldwick shall pay the NBCUA four (4) equal installments of \$2,625.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, for a total annual compensation of \$10,500.00. The rate of compensation paid by Waldwick to NBCUA for repairs, corrective actions and other requested activities will be \$88.50 per man-hour for business hours and \$110.61 per man-hour for non-business hours with an annual increase of one percent (1%) on the 1<sup>st</sup> of January every year for the duration of the Agreement. A minimum of two (2) hours shall be billed by NBCUA for each request for services from Waldwick. The NBCUA shall provide the Borough of Waldwick with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Waldwick shall pay said invoices within 15 days of receipt.
  7. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving at least twelve (12) months' written notice to the other party.
  8. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
  9. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Waldwick. The Primary Contact individual for Waldwick shall be responsible for initiating all requests for repairs and corrective action to be carried out by NBCUA. The Primary Contact individuals shall be noticed on all issues of importance, including but not limited to, necessary repairs and corrective actions.

10. The Primary Contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping station.
11. The NBCUA will provide a certificate of insurance designating Waldwick as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
12. Waldwick assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Waldwick, its agents, servants or employees.
13. The effective date of this Agreement shall be January 1, 2020 and the expiration shall be December 31, 2021, unless the agreement is terminated pursuant to paragraph 7 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:

BOROUGH OF WALDWICK

*Henry Halkowitz*  
 Date: 12/11/2019

By: *[Signature]*

ATTEST:

NORTHWEST BERGEN COUNTY  
 UTILITIES AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MAYOR AND COUNCIL  
OF THE  
BOROUGH OF WALDWICK  
Bergen County**

**RESOLUTION NO. 2019-325  
(Page 1 of 2)**

**Authorize Shared Service Agreement with Northwest Bergen County Utilities Authority for Licensed Operator Services**

WHEREAS, the Shared Service Agreement between the Borough of Waldwick and the Northwest Bergen County Utilities Authority for licensed operator services expires December 31, 2019; and,

WHEREAS, NBCUA submitted a proposal on October 30, 2019 stating that the NCUA will provide the following services to Waldwick: Weekly monitoring of Waldwick's three wastewater pump stations. Perform repairs and corrective actions as directed by the Borough. Clean each of the pumping stations twice annually. Support Waldwick catch basin cleaning activities when requested; and,

WHEREAS, that the annual costs of \$10,500 will be paid quarterly in the sum of \$2,650. In addition, the rate of compensation paid by the Borough of Waldwick to NBCUA for repairs, corrective actions and other requested activities will be \$88.50 per man-hour for business hours and \$110.61 per man-hour for non-business hours with an annual increase of one percent (1%) on the 1<sup>st</sup> January of every year for the duration of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that this contract award is subject to the availability and appropriation of sufficient funds in the 2020 budget. Upon adoption of the future year temporary and calendar year appropriations, the Chief Financial Officer will review the same to determine whether sufficient funds are available; and,

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Waldwick hereby approves the Shared Services Agreement with Northwest Bergen County Utilities Authority for licensed operator services for a period of two years commencing on January 1, 2020 and ending on December 31, 2021.

---

MAYOR AND COUNCIL  
OF THE  
BOROUGH OF WALDWICK  
Bergen County

RESOLUTION NO. 2019-325  
(Page 2 of 2)

Approved: Thomas A. Giordano  
Thomas A. Giordano, Mayor

I hereby certify that the above Resolution was adopted by the Mayor and Council of the Borough of Waldwick at its Regular Meeting of December 10, 2019.

Kelley Halewicz  
Kelley Halewicz, RMC/CMC  
Municipal Clerk

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Bjork						X
Dellavechia	X		X			
McNamara			X			
Oravetz			X			
Schatz			X			
Sciolaro		X	X			
Mayor Giordano						

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 06-2020**

**Date: January 13, 2020**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF ALLENDALE**

**WHEREAS**, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

**WHEREAS**, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Allendale (the “Borough”) had entered into a Shared Services Agreement for a one (1) year duration with a termination date of December 31, 2019 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough 2) respond to sanitary sewer collection emergencies 24 hours a day, 7 days a week 3) coordinate all third party repairs of the collections system 4) coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary sewer collection system 5) coordinate with the Borough any NJDEP hotline calls and correspondence regarding the sanitary collection system 6) upon request, coordinate and conduct a manhole inspection program and 7) upon request, can conduct New Jersey State Certified Backflow Preventer tests; and

**WHEREAS**, the Borough has adopted its Resolution No. 20-56 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

**WHEREAS**, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

**NOW THEREFORE, BE IT RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority:

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 06-2020**

**Date: January 13, 2020**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF ALLENDALE**

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Allendale for a duration of one (1) year to provide the services described in Paragraph 3 above; and
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Allendale annexed hereto and made a part thereof.

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Commissioners of the Authority on **January 13, 2020**.

---

CHAIRMAN

---

SECRETARY

**RECORDED VOTE:**

	Bonagura	Duch	Jordan	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									



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

DATE: 01/06/2020

RESOLUTION# 20-56

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
O'Connell			✓			
O'Toole			✓			
Sasso	✓		✓			
Strauch			✓			
Wilczynski		✓	✓			
Mayor Bernstein	---	---				


**AUTHORIZED SHARED SERVICE AGREEMENT WITH  
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
FOR NJ LICENSED SEWER OPERATOR SERVICES**

**WHEREAS**, the Borough of Allendale seeks to enter into an agreement with the Northwest Bergen County Utilities Authority to provide Licensed Sewer Operator Services for the period January 1, 2020 to December 31, 2020 pursuant to the terms of the Shared Service Agreement.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby authorized the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the Northwest Bergen County Utilities Authority (NBCUA) for sewer operator services effective January 1, 2020 until December 31, 2020.

---

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 6, 2020.




---

Michelle Ryan  
Acting Municipal Clerk

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among:

THE BOROUGH OF ALLENDALE, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as “Allendale” and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as “NBCUA”.

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Allendale and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Allendale the services of a licensed sewer operator, in addition to other services as outlined more specifically in Paragraph 3 of this Agreement; and

WHEREAS, Allendale has adopted Resolution # \_\_\_\_\_, which authorizes Allendale to enter into an agreement with the NBCUA, for the services as outlined in Paragraph 3.

NOW, THEREFORE, this Agreement is entered into by and among the Borough of Allendale and the NBCUA for the purpose of defining and specifying the obligations of the parties and Allendale and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Allendale and the NBCUA shall adopt the appropriate Resolution, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2020.
3. The NBCUA shall provide the following services to the Borough of Allendale:
  - a. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Allendale.

- b. NBCUA will respond to sanitary sewer collection emergencies 24 hours a day, seven days a week.
  - c. NBCUA will coordinate all third party repairs of the collections system.
  - d. NBCUA will, when necessary, coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary collection system.
  - e. NBCUA will coordinate with Allendale any NJDEP Hotline calls and correspondence regarding the sanitary collection system.
  - f. NBCUA, upon request, can coordinate and conduct a manhole inspection program that will involve the physical inspection of every manhole within Allendale over a three to five year cycle.
  - g. NBCUA, upon request, can conduct annual NJ State Certified Backflow Preventer tests on all of your backflow prevention devices.
4. In consideration for the services to be rendered by the NBCUA to Allendale, pursuant to Paragraph 3 above, Allendale shall pay to NBCUA:
- a. Four (4) equal installments of \$1,000.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year, for a total annual compensation of \$4,000.00.
  - b. Non-Business hours – emergency responses (per man) \$110.61/hr
  - c. Business hours emergency/non-basic repair and catch basin maintenance (per man) \$ 88.50/hr
  - d. Third Party Contractors for repairs and/or spare parts \$Direct Cost
  - e. Manhole Inspection Program \$ 45.00/MH
  - f. Backflow Preventer Tests \$150.00/unit
5. The NBCUA shall provide Allendale with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Allendale within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.
7. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough’s Public Works Department, for Allendale. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Allendale, as applicable.

8. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses to Allendale's collection system.
9. The NBCUA will provide a certificate of insurance designating Allendale as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
10. Allendale assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Allendale, its agents, servants or employees.
11. The effective date of this Agreement shall be January 1, 2020 and the expiration shall be December 31, 2020, unless the agreement is terminated pursuant to paragraph 6 above.
12. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:

BOROUGH OF ALLENDALE

\_\_\_\_\_

By: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
CHAIRMAN

Date: \_\_\_\_\_

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 07-2020**

**Date: January 13, 2020**

---

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH  
WIND RIVER ENVIRONMENTAL, LLC**

**WHEREAS**, Wind River Environmental, LLC is a major sewage hauler that has been delivering large volumes of sewage to the Northwest Bergen County Utilities Authority (“Authority”) for several years; and

**WHEREAS**, the Authority previously entered into an agreement with Wind River Environmental, LLC while under the business name of Residual Management Services, LLC, DBA Earthcare, with an expiration date of December 31, 2019; and

**WHEREAS**, the Authority wishes to continue doing business with Wind River Environmental, LLC; and

**WHEREAS**, it is in the Authority’s best interests to enter into the attached two year agreement with Wind River Environmental, LLC for the acceptance of sludge delivered to the Authority by Wind River Environmental, LLC generated at Earthcare, Beacon, New York.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The Chairman, Vice Chairman or Executive Director of the Authority is authorized to execute the attached Agreement with Wind River Environmental, LLC, whereby the Authority will accept waste hauled by Wind River Environmental, LLC.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement; and
3. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 07-2020**

**Date: January 13, 2020**

---

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH  
WIND RIVER ENVIRONMENTAL, LLC**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on January 13, 2020.

---

CHAIRMAN

---

SECRETARY

**RECORDED VOTE:**

	Bonagura	Duch	Jordan	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

## **SLUDGE DISPOSAL AGREEMENT**

This agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between Northwest Bergen County Utilities Authority (hereinafter "NBCUA") and Wind River Environmental, LLC.

### **ACCEPTANCE OF SLUDGE**

1. For the period January 1, 2020 to December 31, 2021 NBCUA agrees to accept sludge delivered to NBCUA by Wind River Environmental, LLC generated at Earthcare, Beacon, NY sewage treatment facility.
2. The acceptance of this product by NBCUA from the Earthcare, Beacon, NY is subject to all the terms, conditions and representations contained in this agreement. Each of those terms, conditions and representations is hereby agreed to be material to this agreement.
3. The times and dates for delivery of sludge will be scheduled by the plant superintendent of NBCUA on the convenience of NBCUA's operations and demand requirements, but will normally be allowed during normal work hours of 8:00 AM thru 5:00 PM Monday thru Friday and 8:30 AM thru 4:00 pm Saturday thru Sunday.
4. Wind River Environmental, LLC shall not deliver to NBCUA for acceptance, and NBCUA shall not be required by this agreement to accept delivery of sludge containing an excess of 12% solids.
5. Wind River Environmental, LLC represents, warrants and agrees that it shall deliver to NBCUA only sludge originating from the treatment facilities located in the City of Beacon, NY and of domestic origin. Upon each delivery to NBCUA Earthcare shall execute a certification attesting to the specific source of the sludge contained in that delivery.
6. Each load of sludge delivered by Wind River Environmental, LLC to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW's.

7. For purposes of odor control, when requested by NBCUA, Wind River Environmental, LLC shall treat each load of septage delivered to NBCUA with one pound of KMNO<sub>4</sub> (potassium permanganate) per 1,000 gallons of sludge.
8. Wind River Environmental, LLC represents and warrants that it has received and possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling, and disposal at NBCUA, of septage to be delivered pursuant to this agreement. (Enclose copies of permits or letter listing permit numbers, including NJDEP Form R).

#### PAYMENT

9. Wind River Environmental, LLC agrees to pay to NBCUA for NBCUA's acceptance of sludge, the rate of six (6) cents per gallon, in accordance with this agreement providing the volume of sludge delivered in each calendar year is equal to or greater than 4.5 million gallons. If Earthcare fails to deliver the above specified volume in any calendar year, Earthcare agrees to pay to NBCUA a charge of 6.5 cents per gallon for all deliveries that year.
10. Wind River Environmental, LLC shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon receipt of same. In addition to all other remedies provided by law and this contract, if any bill remains unpaid for an excess of seven days interest shall be charged at the rate of 1 ½ % per month from the date of the bill.

#### INDEMNITY, HOLD HARMLESS AND INSURANCE

11. Wind River Environmental, LLC agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be had, brought, or recovered by reason of bodily injury, personal



injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of Earthcare and/or its agents, servants or employees or sub-contractors.

12. Wind River Environmental, LLC shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;
  - a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.
  - b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.
  - c) Workers Compensation Insurance, statutory limits.
  - d) Pollution Liability Insurance for both first party and third party claims, must be provided with minimum \$1,000,000 limit.

14. Wind River Environmental, LLC shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as "Additional Insured". Additional Insured status must be primary and non-contributory.


#### CANCELLATION OF AGREEMENT

15. NBCUA shall have the right to cancel, terminate and/or suspend this agreement, prior to the termination date set forth in paragraph 1, upon providing 30 days notice of the intent to cancel, terminate and/or suspend to Wind River Environmental, LLC.
16. In the event of any breach of any of the terms, conditions, representations or warranties of this agreement by Wind River Environmental, LLC, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this agreement.
17. NBCUA shall have the right, even in the absence of a breach by Wind River Environmental, LLC, and in addition to any other remedies provided by law, to immediately cancel or suspend

this agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities with whom NBCUA has a service agreement for the treatment of sewage (hereinafter "participating municipalities"). Wind River Environmental, LLC acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of sludge, threatens, impairs or in any way effects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**James Rotundo, Exec. Dir.**

**BY:**  \_\_\_\_\_ **DATE:** November 26, 2019  
**Wind River Environmental, LLC**  
**David Bower, Area Manager**



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 11-2020**

**DATE: January 13, 2020**

---

**APPROVING CHANGE ORDER NO. 9 FOR  
CONTRACT #268  
INCINERATOR EMISSIONS UPGRADE PROJECT**

**WHEREAS** the Northwest Bergen County Utilities Authority (the “Authority”) awarded Contract No. 268 – Incinerator Emissions Upgrade Project (“the Project”) to Tomar Construction, LLC (“the Contractor”) on February 17, 2015; and

**WHEREAS** the Authority’s Consulting Engineer, Chavond Barry Engineering Corp. (hereinafter referred to as “CBE”), has prepared Change Order No. 9, which is attached hereto (“the Change Order”); and

**WHEREAS**, the following items are credits for work not performed by the Contractor and are more particularly set forth in the Change Order:

- |  |              |
|--|--------------|
| 1. Credit for NWBCUA testing M29   | \$- 9,000.00 |
| 2. Credit for line no. 120 SP-25 Allowance                                       | \$-10,000.00 |
| 3. Credit for supply of fuel   | \$- 1,648.19 |
| 4. Credit for 4/10/2015 piping repairs   | \$- 1,081.12 |
| 5. Credit for returned material cost due to supply of incorrectly sized ductwork | \$-20,000.00 |
| 6. Credit for SCADA Programming work Performed by others                         | \$-39,970.00 |
| 7. Credit for NJDEP cost of Stack testing  | \$- 7,171.00 |

**TOTAL: \$-88,870.31; and**

**WHEREAS**, CBE has recommended that the Change Order be approved by the Authority; and

**WHEREAS**, the total *reduction* in the total cost of the Project as a result of this Change Order is **\$88,870.31**; and

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Northwest Bergen County Utilities Authority that Change Order No. 9, to Contract No. **268**, is approved.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 11-2020**

**DATE: January 13, 2020**

---

**APPROVING CHANGE ORDER NO. 9 FOR  
CONTRACT #268  
INCINERATOR EMISSIONS UPGRADE PROJECT**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on January 13, 2020.

---

**SECRETARY**

---

**CHAIRMAN**

**Recorded Vote:**

	Bonagura	Duch	Jordan	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

1. ISSUING OFFICE Northwest Bergen County Utilities Authority	2. PROJECT NO. S-340700-12	3. CONTRACT NO. 268	4. MODIFICATION NO. 009	
5. TO (CONTRACTOR) Tomar Construction, llc 18 Connerty Court East Brunswick, NJ 08816		6. PROJECT LOCATION AND DESCRIPTION Incinerator Emissions Upgrade Project Northwest Bergen County Utilities Authority Borough of Waldwick, Bergen County		
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).				
Date _____	Type Name and Title _____	Signature _____		
8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:  This change order includes credits for work not performed by the Contractor.				
As a result of the above, the contract price is revised as follows:				
<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL COST</u>
001	Credit for NWBCUA testing M29		\$ 9,000.00	
002	Credit for Line item #120 SP-25 Allowance		\$10,000.00	
003	Credit for supply of fuel		\$ 1,648.19	
004	Credit for 4/10/2015 piping repairs		\$ 1,081.12	
005	Credit for returned material cost due to supply of incorrectly sized ductwork		\$ 20,000.00	
006	Credit for SCADA programing work performed by others		\$ 39,970.00	
007	Credit for NJDEP cost of stack testing		\$ 7,171.00	
<b>TOTAL COST OF THIS MODIFICATION \$ -88,870.31</b>				
The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by <u>ZERO</u> calendar days as a result of this modification.				
The foregoing modification is hereby accepted:				
Tomar Construction, llc	NBCUA	Chavond-Barry Engineering		
CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER	
BY: _____	BY: _____	BY: _____		
DATE: _____	DATE: _____	DATE: _____		
APPROVAL:				
STATE OF NEW JERSEY			DATE	

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

9. ISSUING OFFICE Northwest Bergen County Utilities Authority	10. PROJECT NO. S-340700-12	11. CONTRACT NO. 268	12. MODIFICATION NO. 009
---	--------------------------------	-------------------------	-----------------------------

**13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE**  
 (Detailed breakdown, attach additional sheets as necessary)

(Proposed)

Several items are being returned to NBCUA as a credit:

001. Tomar and its subcontracted stack test company are providing a credit for (EPA Method 29) work not completed. Any Fine or Penalty associated with non-performance of this work remain the responsibility of the Contractor.

002. The contract contained a Special Provision (SP-25) for miscellaneous contingency work that may arise as a result of unexpected conditions or additional requirements deemed necessary by the Owner (NBCUA) to complete the project. No Contingency work was found, the remaining funds (\$10,000.00) shall be returned to the Owner.

003. The Contractor utilized the local supply of fuel for construction its vehicles. The cost of these fuels is being credited back to the Owner.

004. On 4/10/2015 NBCUA personnel assisted the Contractor with replacing a damaged 6" pipe seal.

Supporting documentation attached:

- Letter dated January 12, 2018 from Pace Environmental: NWBCUA testing M29 – Credit
- Spreadsheet showing fuel usage totals
- Invoice 4-15-2015

005 In February 2016 it was discovered that the 3/16" thk., 22" ID duct work was neither 3/16" nor 22" ID.

- The stencil in the attached picture indicates 8 GA material. The duct work was specified to be 3/16" minimum thickness per section 15850, paragraph 2.01.A. Drawings P-004, P-005, and P-006 also specify 3/16" (0.1875") 316L SS wall thickness. standard 8 GA SS is only 0.1719" thick.
- The picture also notes 22 NPS. NPS would indicate an OD dimension. The duct work was all specified as an ID dimension, i.e. 22" ID, on drawings P-004, P-005, P-006. Tomar submittal drawing PS-02 in submittal #15-11A also indicated duct sizes as "duct ID", and 0.1875" "wall th".
- The duct work does not conform to the specifications, a \$20,000 credit was assessed

006 A critically important part of this work is the integration of new unit operations into an existing incineration system. Tomar's submittals have failed to demonstrate an understanding the overall system integration, inadequate integration and testing work was performed; and the plant was at a significant safety and opefability risk. Thus, programming and integration work was subsequently completed by others.

007 NJDEP invoice for review of source testing performed by contractor  
 Invoice No. 171961670

NET INCREASE \$ <u>0.00</u>	NET DECREASE \$ <u>88,870.31</u>	CALENDER DAYS INCREASE <u>zero</u> DAYS
--------------------------------	-------------------------------------	--

DATE:	TYPE NAME AND TITLE:	SIGNATURE:
-------	----------------------	------------

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. S-340700-12 Northwest Bergen County Utilities Authority	15. CONTRACT NO. 268	16. MODIFICATION NO. 009						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">17. ORIGINAL CONTRACT BID PRICE .....</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 5,948,000.00</td> </tr> <tr> <td>TOTAL OF PREVIOUS CHANGE ORDERS .....</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 317,714.16</td> </tr> <tr> <td>TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 6,265,714.16*</td> </tr> </table> <p style="margin-left: 40px; font-size: small;">*does not include contract modification 009</p>			17. ORIGINAL CONTRACT BID PRICE .....	\$ 5,948,000.00	TOTAL OF PREVIOUS CHANGE ORDERS .....	\$ 317,714.16	TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ 6,265,714.16*
17. ORIGINAL CONTRACT BID PRICE .....	\$ 5,948,000.00							
TOTAL OF PREVIOUS CHANGE ORDERS .....	\$ 317,714.16							
TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ...	\$ 6,265,714.16*							
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: This change order includes Credits for work not performed by Contractor								
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: This work has no direct impact upon other contractors.								
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : In order to ensure the Authority was receiving a "fair and reasonable" price, the contract changes were reviewed by the Authority.								
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Christopher Doelling, CBE	SIGNATURE:						



**Use of the Change Order Form entitled "Contract Modification Proposal and Acceptance"**

- When the Loanee wishes to issue a change to the contract, the attached "Contract Modification Proposal and Acceptance" form should be used as a request for proposal. Upon final settlement of the change, this same form is then completed and serves as the contract modification.
- The Loanee in requesting a proposal for a change would execute items 1 thru 8 (exclusive of the revised contract price and duration data) and 9 thru 12. Pages 1 and 2 of this form are then forwarded to the contractor, specifying scope of work and requesting the contractor's proposal.
- The contractor should execute page 2 of the form. He then submits pages 1 and 2 of the form as his proposal, attaching additional sheets as necessary to provide his detailed breakdown of costs.
- Upon negotiation of a final settlement, the Loanee completes page 1 of the form, and all concerned parties (Contractor, Engineer, Owner) sign this document as the contract modification.
- Page 3 of the form is executed by the Loanee for documentation of the change, and to provide the necessary details for review by the Regulatory Agencies.
- Submit a minimum of two original copies fully executed with raised engineer's seal. It is suggested that one original be kept for your records.

**Detailed Instructions for Executing "Contract Modification Proposal and Acceptance" Form**

- Item 1. Enter the name of the Loanee.
- Item 2. Enter State Project number.
- Item 3. Enter the contract number or designation.
- Item 4. Enter the number identifying this modification.
- Item 5. Enter the name of the Contractor.
- Item 6. Enter the project title and location.
- Item 7. Requests a proposal for the specified change order work, but does not direct contractor to proceed. The owner or his authorized representative must execute this statement by signature with date and title blocks entered.
- Item 8. Provide a clear description of the scope of work for this change. Upon final settlement of the modification costs, enter cost data by line item for unit priced items or by sum; and state total cost of this modification - net increase, decrease or no change in contract price. Enter appropriate information for any change in contract time, including number of calendar days involved. The modification is executed when all appropriate signatures are included.
- Items 9 - 12. Same as items 1 - 4.
- Item 13. Executed by the contractor, stating net effect of change in appropriate box for money and time. A detailed breakdown must be provided in this item; and appropriate signature of authorized representative of contractor included.
- Item 14. Enter the Loanee's name and State Project number.
- Item 15. Enter the contract number or designation.
- Item 16. Enter number identifying this modification.
- Item 17. Enter appropriate financial data.
- Item 18. Explain and justify the reasons for this change order, i.e., clearly indicate why the change is necessary by category as follows differing site conditions, errors and omissions in plans and specifications, design changes, overruns/underruns in quantities, changes instituted by regulatory agencies, factors affecting time of completion.
- Item 19. Explain all other impacts resulting from this change with estimate of costs involved. This should include impact on other contractors and the Consulting Engineers.

Item 20. Document that negotiations were held as required by the regulations and explain the events leading to the final settlement in price and time. This statement should include, at a minimum, date and location of negotiations, persons attending, summary of negotiations leading to final price and time settlements, and a statement that the agreed-to-price is "fair and reasonable".