

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

PLEASE TAKE NOTICE, the Northwest Bergen County Utilities Authority does hereby notify the public that the Work Session, Public Hearing on the 2022 Sewer Connection Fee and Regular Meeting scheduled for Tuesday, May 17, 2022 at 7:00 p.m. will be held at the Authority's offices located at 30 Wyckoff Avenue, Waldwick, New Jersey. The meeting will also be available for access and participation via Zoom by going to Zoom.us and entering the meeting ID of 814 5521 2689 and followed by the passcode 669694 at 7:00 P.M. Members of the public may also access the meeting by dialing in at 1-646-558-8656, and then following the prompts to input the meeting ID and passcode. Phone service provider rates may apply. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. Formal action will be taken. The agendas will be placed on the Authority website, nbcua.com, at least 48 hours prior to the meeting.

Alison Gordon, Secretary
Northwest Bergen County
Utilities Authority

May 13, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING May 17, 2022

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Approval of Minutes
 - a. Regular Meeting – April 19, 2022
 - b. TABLED - Regular Meeting – January 11, 2022
6. Public Comments (any subject)
7. Consideration for approval of list of Resolutions attached dated May 17, 2022
8. 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
9. Report of Treasurer
10. Report of General Counsel
11. Report of Consulting Engineer
12. Report of Executive Director
13. Report of Authority Engineer
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 4 through 16)
18. Adjournment

May 13, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTIONS

May 17, 2022

CONSENT AGENDA

- 56-2022 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 57-2022 Authorization to Adjust the Connection Fee
- 58-2022 Resolution Authorizing Shared Services Agreement for the Provision of TV Inspection with the Bergen County Utilities Authority
- 59-2022 Authorization to Renew a Shared Service Agreement with the Borough of Franklin Lakes
- 60-2022 Resolution Authorizing Shared Services Agreement for the Provision of Sanitary Sewer Cleaning with the Bergen County Utilities Authority

Rev. 5/16/2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 56-2022

Date: May 17, 2022

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 April 2022 and Health Benefits and Dental Benefits transfers for May 2022; 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 May 17, 2022 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$232,350.06

ACCOUNT: Tax Deposit Account
Total: \$104,108.85

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$121,027.98

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,597.43

ACCOUNT: Dental Benefits
Total Transfer: \$4,126.15

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 56-2022

Date: May 17, 2022

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

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$32,923.72

ACCOUNT: Operating Account

Total: \$383,916.34

ACCOUNT: General Improvement Account

Total: \$622,050.93

SECRETARY

CHAIRMAN

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 57-2022

Date: May 17, 2022

AUTHORIZATION TO ADJUST CONNECTION FEE

WHEREAS, after a public hearing on December 6, 2006, as set forth in the Resolution adopted on said date, the Northwest Bergen County Utilities Authority (the “Authority”) determined that it would be in the best interest of the public and the local government units it serves to institute a connection fee program in the manner prescribed by N.J.S.A. 40:14B-23, and to adopt the necessary amendments to the Authority’s Rules, Regulations and Standards required to implement the connection fee program; and

WHEREAS, at the hearing on May 18, 2021, the Authority determined that the cost of the connection fee for the year 2021 would be \$5,574 per service unit as calculated in the 2021 Sewer Connection Fee Rate Study prepared by Wielkotz & Company, LLC; and

WHEREAS, the firm of Wielkotz & Company, LLC, the auditor for the Authority, has prepared a report entitled “2022 Sewer Connection Fee Rate Study Update” (hereinafter sometimes referred to as the “Report”) for the Authority, with the assistance of the Authority staff, on the proper amount for a connection fee payable by an individual or party making a new connection to the System for the year 2022, in accordance with the formula set forth in N.J.S.A. 40:14B-22, for the privilege of making the connection (“2022 Sewer Connection Fee Rate Study Update”); and

WHEREAS, the connection fee per service unit as calculated in the Report is \$5,634; and

WHEREAS, on May 17, 2022, in accordance with the requirements of N.J.S.A. 40:14B-22, the Authority conducted a public hearing on the proposed adjustment of the connection fee prescribed by N.J.S.A. 40:14B-23; and

WHEREAS, the Authority, having considered, at the public hearing held on May 17, 2022: (i) 2022 Sewer Connection Fee Rate Study Update; and (ii) the statements of those attending the public hearing; and has determined that it would be in the best interest of the Authority to adopt an adjustment to the connection fee charge implemented for the year 2022; and

WHEREAS, the Authority has determined that the cost of the connection fee will be \$5,634 per service unit for 2022.

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

1. The Authority hereby establishes an adjustment to the connection fee of \$5,634 per service unit for 2022, effective as of the date of this Resolution, May 17, 2022, until amended.
2. The Executive Director is hereby authorized to take any and all steps necessary for the implementation of the adjustment of the connection fee.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 57-2022

Date: May 17, 2022

AUTHORIZATION TO ADJUST CONNECTION FEE

3. The formal action(s) of the Commissioners of the Northwest Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

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 May 17, 2022.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 58-2022

Date: May 17, 2022

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
FOR THE PROVISION OF TV INSPECTION
WITH THE BERGEN COUNTY UTILITIES AUTHORITY**

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 in its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(iv); and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) authorizes the Northwest Bergen County Utilities Authority (hereinafter “NBCUA”) to enter into a Shared Services Agreement with the Bergen County Utilities Authority (hereinafter referred to as “BCUA”) for the utilization and optimization of savings involving TV Inspection Services; and

WHEREAS, the NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems to the BCUA for the years 2022 through 2026; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Shared Services Agreement be approved; and

BE IT FURTHER RESOLVED, that the NBCUA hereby authorizes its entry into the attached Shared Services Agreement between the NBCUA and the BCUA and the NBCUA authorizes the NBCUA Chairman and the NBCUA Secretary to execute the Shared Services Agreement and related documents as may in the judgment of the NBCUA Counsel,

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 58-2022

Date: May 17, 2022

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
FOR THE PROVISION OF TV INSPECTION
WITH THE BERGEN COUNTY UTILITIES AUTHORITY**

be necessary, advisable and in the best interest of the NBCUA in furtherance of the Shared Services Agreement; and

BE IT FURTHER RESOLVED, that the Shared Services Agreement shall be filed and open for public inspection at the administrative offices of the NBCUA.

I hereby certify that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on May 17, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

DATED: May 17, 2022

Recorded Vote:

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

APR 25 2022

SHARED SERVICES AGREEMENT- TV INSPECTION

NBCUA

THIS AGREEMENT, made this 25th day of April 2022 between Bergen County Utilities Authority (hereinafter "the BCUA"), a public utilities company of the State of New Jersey, in the County of Bergen, maintaining offices at Foot of Mohr Road, Little Ferry New Jersey, and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter "NBCUA"), maintaining offices at 30 Wyckoff Avenue At Authority Drive, Waldwick, New Jersey.

W I T N E S S E T H:

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, the BCUA and NBCUA wish to enter into an Agreement whereby NBCUA will provide TV Inspection Services of the sanitary sewer system, or other systems, to the BCUA for the years 2022 thru 2026; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the BCUA and NBCUA.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

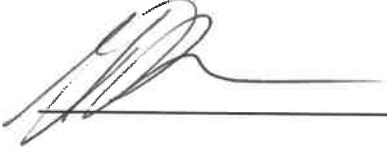
1. This Agreement shall be in effect for the 2022 thru 2026 calendar years. NBCUA will provide TV Inspection Services as set forth in Purchase Order(s) or other written authorization to be issued by the BCUA.
2. The BCUA will pay to NBCUA a per foot price of eighty-six cents (\$0.86) in year 2022; a per foot price of eighty-seven cents (\$0.87) in year 2023; a per foot price of eighty-eight cents (\$0.88) in year 2024; a per foot price of eighty-nine cents (\$0.89) in year 2025; and a per foot price of ninety cents (\$0.90) in year 2026, with a minimum

payment of five hundred dollars (\$500) for each day of inspection in the years 2022 through 2026.

3. Prior to initiating the inspection, the BCUA will certify that the line to be inspected has been cleaned and is available for inspection. Should it become apparent during the inspection that the work cannot continue due to an accumulation of material in the system or other restriction, the inspection will be discontinued and the BCUA will be billed for the work completed or the minimum payment defined above, whichever is greater.
4. The BCUA shall provide the required traffic control to ensure the safe operation of the TV inspection equipment within the BCUA.
5. Payment shall be made to NBCUA upon completion of the work and certification by the BCUA that the work has been completed in a satisfactory manner.
6. Each party will maintain insurance coverage through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.
7. BCUA 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 the BCUA, its agents, servants or employees.

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

ATTEST:



**BERGEN COUNTY
UTILITIES AUTHORITY**



Robert Laux, Executive Director

ATTEST:

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Bergen County Utilities Authority (the "Authority") is a county utilities authority organized and existing pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq. (the "MCUA Law") to provide the services enumerated in N.J.S.A. 40:14B-2 in the County of Bergen, including but not limited to sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "NWBCUA") is a county utilities authority, organized pursuant to the MCUA Law and authorized to provide, *inter alia*, sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

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.) (the "Act") promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers by authorizing any local unit of the State of New Jersey to enter into an agreement(s) with any other local unit(s) for the joint provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

WHEREAS, N.J.S.A. 40:14B-20 of the MCUA Law authorizes and permits the Authority to enter into any and all contracts, execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any power expressly given to the Authority pursuant to the MCUA Law, expressly subject to N.J.S.A. 40A:11-1 et seq. (the "Local Public Contracts Law"); and

WHEREAS, the Authority, in furtherance of providing the aforementioned governmental services, owns, operates and maintains a sanitary sewer collection system which includes over one hundred (100) miles of sanitary sewer lines; and

WHEREAS, the Authority and NWBCUA wish to enter into a shared services agreement, pursuant to which NWBCUA will provide to the Authority TV Inspection Services and Sewer Jetting Services to the BCUA for the sanitary sewer lines within the Authority's sanitary sewer collection system for the years 2022 thru 2026; and

WHEREAS, the Authority engaged in discussions with the NWBCUA regarding the terms of the proposed shared services agreement and the Authority's payment of compensation to the NWBCUA for the providing of these services to the Authority pursuant thereto, and the Authority considers the formation of a shared services agreement with the NWBCUA to be necessary and/or desirable for the Authority's continued efficient operations; and

WHEREAS, the Executive Director of the Authority has reviewed a proposed shared services agreement with the NWBCUA and recommends that the Board of Commissioners of the Authority accept the terms of the proposed shared services agreement with the NWBCUA on file at the Authority's offices; and

WHEREAS, the NWBCUA, by Resolution 20-6-008 adopted November 23, 2020, authorized the Chairman or Vice-Chairman of the NWBCUA to execute that proposed shared services agreement to be entered into by and between the Authority and the NWBCUA as detailed herein above, pursuant to which the NWBCUA will provide the services as requested by the Authority at the prices as set forth therein, and any other documents necessary to effectuate the intent and purpose of this shared services agreement; and

WHEREAS, the Authority has determined it is in the best interests of the Authority and its ratepayers to enter such agreement with the NWBCUA; and

WHEREAS, the Authority's Treasurer/Chief Financial Officer has certified that funds are available for this purpose and her Certificate is on file at the Authority.

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

1. The Chairman shall be and he is hereby authorized to execute a shared services agreement with the Northwest Bergen County Utilities Authority in final form acceptable to the Commissioners, as evidenced by the Chairman's signature thereon, for the providing of services by the Northwest Bergen County Utilities Authority to the Authority for the prices to be paid by the Authority to the Northwest Bergen County Utilities Authority as provided for therein.

2. A copy of this Resolution, and the shared services agreement entered into with the Northwest Bergen County Utilities Authority pursuant to this Resolution, shall be placed on file and made available for public inspection in the office of the Executive Director, upon execution by the Northwest Bergen County Utilities Authority and the Authority.

3. The Treasurer/Chief Financial Officer's Certification confirming the availability of funds for this obligation shall be placed on file and made available for public inspection in the Office of the Executive Director

22-6-005

4. The formal action(s) of the Commissioners of The Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

I hereby certify the forgoing to be a true copy of the resolution adopted by the Bergen County Utilities Authority at its meeting of April 28, 2022.



Michael Henwood
Secretary

Dated: April 28, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 59-2022

Date: May 17, 2022

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF FRANKLIN LAKES**

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 N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Franklin Lakes (the “Borough”) had entered into a Shared Services Agreement on June 1, 2021 with a termination date of May 31, 2022 for the Authority to 1) act as the New Jersey Licensed Collection System Operator for the Borough; 2) respond to any and all sewer collection emergencies 24 hours a day, 7 days a week; 3) coordinate all third party repairs of the Collection System; 4) when necessary, coordinate, participate and correspond to any and all NJDEP and USEPA inspections and actions regarding the Borough of Franklin Lakes Sanitary Sewer System; 5) coordinate with the Borough and NJDEP Hotline Calls and correspondence regarding the sanitary Collection System; and 6) the Borough will comply as soon as possible with all NBCUA requests for records, information, data or assistance with regard to the operation of the collection system or compliance with any applicable state or federal regulation; and

WHEREAS, the Borough has adopted its Resolution No. 136-22 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 the following:

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Franklin Lakes for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough in addition to other services as outlined 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 Franklin Lakes annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 59-2022

Date: May 17, 2022

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF FRANKLIN LAKES**

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 May 17, 2022.

CHAIRMAN

SECRETARY

RECORDED VOTE:

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

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of April 2022, by and among:

THE BOROUGH OF FRANKLIN LAKES, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as “Franklin Lakes” 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.) 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, the Borough of Franklin Lakes 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 Franklin Lakes the services of a licensed sewer operator, and

WHEREAS, Franklin Lakes has adopted Resolution # 136-22 which authorizes Franklin Lakes to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

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

1. Pursuant to N.J.S.A. 40A:65-5, both the Borough of Franklin Lakes 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 one (1) year following the commencement date and will supersede any previously agreed upon shared service agreement between the Borough of Franklin Lakes and NBCUA for the services of a licensed sewer operator. The commencement date shall be June 1, 2022 and shall expire on May 31, 2023.
3. The NBCUA shall provide the following services to the Borough of Franklin Lakes:
 - A. The NBCUA shall act as the New Jersey Licensed Collection System Operator for the Borough of Franklin Lakes.
 - B. The NBCUA shall respond to any and all sewer collection emergencies 24 hours a day, seven days a week.

- C. NBCUA will coordinate all third-party repairs of the Collection System.
- D. NBCUA, when necessary, will coordinate, participate and correspond to any and all NJDEP and USEPA inspections and actions regarding the Borough of Franklin Lakes Sanitary Sewer System.
- E. The Borough of Franklin Lakes will comply as soon as possible with all NBCUA requests for records, information, data or assistance with regard to the operation of the collection system or compliance with any applicable state or federal regulation.
- F. NBCUA will coordinate with the Borough of Franklin Lakes and NJDEP Hotline Calls and correspondence regarding the sanitary Collection System.

4. NBCUA will provide all of the aforementioned services to the Borough of Franklin Lakes in accordance with federal and state regulations and standards for the operation of a collection system.

5. In consideration for the Licensed Collection System Operator services to be rendered by the NBCUA to Franklin Lakes, pursuant to Paragraph 3 (A) above, the Borough of Franklin Lakes shall pay the NBCUA four (4) equal installments of \$1,150.00 on or before September 1st, December 1st, March 1st and June 1st of each year, for a total annual compensation of \$4,600.00.

In consideration for services to be rendered by NBCUA to the Borough of Franklin Lakes, pursuant to Paragraph 3 (B thru F) above, the Borough of Franklin Lakes shall pay the NBCUA in accordance with the rates listed below:

Third Party Contractors for repairs and/or spare parts	\$ Direct Cost
2022 Non- Business hrs – emergency responses (per man)	\$ 112.82/hr
2023 Non- Business hrs – emergency responses (per man)	\$ 113.94/hr
2022 Business hours emergency/non-basic repair	\$ 90.27/hr
2023 Business hours emergency/non-basic repair	\$ 91.17/hr
Vac-out storm water catch basins/manholes	\$ Call for Quote
Manhole Inspection Program (upon request)	\$ Call for Quote

NBCUA will provide quarterly invoices to the Borough of Franklin Lakes detailing services rendered pursuant to paragraph 3 (B through F above). The Borough of Franklin Lakes shall pay said invoices within 30 days of receipt.

6. To the fullest extent permitted by law, the Borough of Franklin Lakes shall release, indemnify, defend and hold harmless the NBCUA and its officers, trustees, directors, agents, representatives, attorneys and employees (collectively "Indemnified Parties") from any and all claims (including Workers Compensation claims), damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from this Agreement or any acts or omissions of the NBCUA, its employees, agents, representatives, or contractors in the performance of their obligations under this Agreement, including, but not limited to, injury to or death of any person, workers compensation claims, damage to or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

Nothing contained in this section shall be construed as a release or indemnity by the Borough of Franklin Lakes of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Party, or any obligation of a Party, its officers, officials, employees, agents or contractors to indemnify any other Party. The Parties obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by the Borough of Franklin lakes under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this section shall survive termination or expiration of this Agreement.

No Indemnified Party shall be liable for any injury or damage to the Borough of Franklin Lakes or to any person happening on, in or about the Borough, nor for any injury or damage to the Borough or to any property belonging to the Borough or to any other person that may be caused by fire, by breakage, or by the use, misuse or abuse of any Borough property, or that may arise from any other cause whatsoever unless arising solely from the willful misconduct or gross negligence of an Indemnified Party.

The NBCUA or other Indemnified Party (as applicable) will give timely notice to the Borough of Franklin Lakes of any action or proceeding brought against the NBCUA or other Indemnified Party (as applicable) by reason of any claims covered by the foregoing indemnities, together with documents served on the NBCUA or other Indemnified Party (as applicable) in connection therewith.

7. The parties agree that either party may terminate this Agreement by giving at least one (1) month's 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 Collection System Operator and Superintendent of the

NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Franklin Lakes. 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.

10. The primary contact person 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 the collection system.

11. The NBCUA will provide a certificate of insurance designation Franklin Lakes as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance programs.

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 FRANKLIN LAKES

Gail M. Rulli
Gail M. Rulli, Borough Clerk
Date: 04-20-2022

By: [Signature]
Frank Bivona, Mayor

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

Date: _____

Resolution 136-22
Shared Services Agreement – Sewer Operator

WHEREAS, the Borough must provide for certain services in connection with the operation and maintenance of a sanitary sewer collection system when it owns such a collection system; and,

WHEREAS, the Northwest Bergen County Utilities Authority, 30 Wyckoff Avenue, Waldwick, New Jersey, 07463 has submitted a shared services proposal dated April 4, 2022 to provide such services; and,

WHEREAS, this agreement shall commence on or about June 1, 2022, and shall continue in effect until May 31, 2023; and,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Franklin Lakes that Northwest Bergen County Utilities Authority be and is hereby awarded the shared services contract for operation and maintenance of the Borough’s sanitary sewer collection system, including an annual fee of \$4,600 for Licensed Collection System Operator services and such other itemized services as set forth in its proposal dated April 4, 2022; and,

BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to the Northwest Bergen County Utilities Authority.

I, Gail M. Rulli, Municipal Clerk for the Borough of Franklin Lakes, do hereby certify that the above is a certified true copy of a resolution passed by the Mayor and Council on the 19th day of April 2022, at 7:30 P.M. in the Council Chambers of the Municipal Building, a quorum being present.



Gail M. Rulli, Municipal Clerk

April 19, 2022

Date



NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 60-2022

Date: May 17, 2022

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
FOR THE PROVISION OF SANITARY SEWER CLEANING
WITH THE BERGEN COUNTY UTILITIES AUTHORITY**

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 in its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(iv); and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) authorizes the Northwest Bergen County Utilities Authority (hereinafter “NBCUA”) to enter into a Shared Services Agreement with the Bergen County Utilities Authority (hereinafter referred to as “BCUA”) for the utilization and optimization of savings involving sanitary sewer cleaning; and

WHEREAS, the NBCUA will provide jetting/cleaning services to the BCUA for sanitary sewer systems, or other systems as applicable for the years 2022 through 2026; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Shared Services Agreement be approved; and

BE IT FURTHER RESOLVED, that the NBCUA hereby authorizes its entry into the attached Shared Services Agreement between the NBCUA and the BCUA and the NBCUA authorizes the NBCUA Chairman and the NBCUA Secretary to execute the Shared Services Agreement and related documents as may in the judgment of the NBCUA Counsel,

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 60-2022

Date: May 17, 2022

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
FOR THE PROVISION OF SANITARY SEWER CLEANING
WITH THE BERGEN COUNTY UTILITIES AUTHORITY**

be necessary, advisable and in the best interest of the NBCUA in furtherance of the Shared Services Agreement; and

BE IT FURTHER RESOLVED, that the Shared Services Agreement shall be filed and open for public inspection at the administrative offices of the NBCUA.

I hereby certify that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on May 17, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

DATED: May 17, 2022

Recorded Vote:

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

APR 25 2022

SHARED SERVICES AGREEMENT – SANITARY SEWER CLEANING

NBCUA

THIS AGREEMENT, made this 25th day of April 2022 between Bergen County Utilities Authority (hereinafter "the BCUA"), a public utilities company of the State of New Jersey, in the County of Bergen, maintaining offices at Foot of Mehrf Rd. Little Ferry, New Jersey, and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (hereinafter "NBCUA"), maintaining offices at 30 Wyckoff Avenue At Authority Drive, Waldwick, New Jersey.

W I T N E S S E T H:

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, the BCUA and NBCUA wish to enter into an Agreement whereby NBCUA will provide jetting services to the BCUA for sanitary sewer systems, or other systems as applicable, in the years 2022 thru 2026; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the BCUA and NBCUA.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. This agreement will be in effect for the 2022 thru 2026 calendar years. NBCUA will provide jetting services on an as needed basis for the BCUA.
2. The BCUA will pay to NBCUA a minimum equipment charge of \$500 per day in addition to:
 - a) Sewer / Storm - a per foot price of fifty-one cents (\$0.55) in year 2022; a per foot price of fifty-six cents (\$0.56 cents) in year 2023; a per foot price of fifty-seven cents (\$0.57 cents) in year 2024; a per foot price of fifty-eight cents (\$0.58

cents) in year 2025; and a per foot price of fifty-nine cents (\$0.59 cents) in year 2026;

b) Pump Stations Cleaning and Storm Drain Vacuuming – current hourly rate for labor (*contact NBCUA*).

3. Payment shall be made by the BCUA to NBCUA upon completion of the work and certification by the BCUA that the work has been completed in a satisfactory manner.

4. All solid waste material harvested as a result of the jet cleaning will be collected and disposed of by NBCUA at no additional costs. All water, when possible shall be decanted off into the nearest sanitary manhole. Exceptions to this requirement are any materials that are classified hazardous in nature and/or any material that cannot be disposed of in an ordinary and typical way (i.e. landfill). If material is found to be “exceptional” in nature NBCUA will charge the BCUA direct costs for disposal of said material.

5. Each party will maintain and operate insurance coverages through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage.

6. BCUA 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 the BCUA, its agents, servants or employees.

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

ATTEST:



ATTEST:

**BERGEN COUNTY
UTILITIES AUTHORITY**



Robert Laux, Executive Director

**NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY**

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Bergen County Utilities Authority (the "Authority") is a county utilities authority organized and existing pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq. (the "MCUA Law") to provide the services enumerated in N.J.S.A. 40:14B-2 in the County of Bergen, including but not limited to sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "NWBCUA") is a county utilities authority, organized pursuant to the MCUA Law and authorized to provide, inter alia, sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

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.) (the "Act") promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers by authorizing any local unit of the State of New Jersey to enter into an agreement(s) with any other local unit(s) for the joint provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

WHEREAS, N.J.S.A. 40:14B-20 of the MCUA Law authorizes and permits the Authority to enter into any and all contracts, execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any power expressly given to the Authority pursuant to the MCUA Law, expressly subject to N.J.S.A. 40A:11-1 et seq. (the "Local Public Contracts Law"); and

WHEREAS, the Authority, in furtherance of providing the aforementioned governmental services, owns, operates and maintains a sanitary sewer collection system which includes over one hundred (100) miles of sanitary sewer lines; and

WHEREAS, the Authority and NWBCUA wish to enter into a shared services agreement, pursuant to which NWBCUA will provide to the Authority TV Inspection Services and Sewer Jetting Services to the BCUA for the sanitary sewer lines within the Authority's sanitary sewer collection system for the years 2022 thru 2026; and

WHEREAS, the Authority engaged in discussions with the NWBCUA regarding the terms of the proposed shared services agreement and the Authority's payment of compensation to the NWBCUA for the providing of these services to the Authority pursuant thereto, and the Authority considers the formation of a shared services agreement with the NWBCUA to be necessary and/or desirable for the Authority's continued efficient operations; and

WHEREAS, the Executive Director of the Authority has reviewed a proposed shared services agreement with the NWBCUA and recommends that the Board of Commissioners of the Authority accept the terms of the proposed shared services agreement with the NWBCUA on file at the Authority's offices; and

WHEREAS, the NWBCUA, by Resolution 20-6-008 adopted November 23, 2020, authorized the Chairman or Vice-Chairman of the NWBCUA to execute that proposed shared services agreement to be entered into by and between the Authority and the NWBCUA as detailed herein above, pursuant to which the NWBCUA will provide the services as requested by the Authority at the prices as set forth therein, and any other documents necessary to effectuate the intent and purpose of this shared services agreement; and

WHEREAS, the Authority has determined it is in the best interests of the Authority and its ratepayers to enter such agreement with the NWBCUA; and

WHEREAS, the Authority's Treasurer/Chief Financial Officer has certified that funds are available for this purpose and her Certificate is on file at the Authority.

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

1. The Chairman shall be and he is hereby authorized to execute a shared services agreement with the Northwest Bergen County Utilities Authority in final form acceptable to the Commissioners, as evidenced by the Chairman's signature thereon, for the providing of services by the Northwest Bergen County Utilities Authority to the Authority for the prices to be paid by the Authority to the Northwest Bergen County Utilities Authority as provided for therein.

2. A copy of this Resolution, and the shared services agreement entered into with the Northwest Bergen County Utilities Authority pursuant to this Resolution, shall be placed on file and made available for public inspection in the office of the Executive Director, upon execution by the Northwest Bergen County Utilities Authority and the Authority.

3. The Treasurer/Chief Financial Officer's Certification confirming the availability of funds for this obligation shall be placed on file and made available for public inspection in the Office of the Executive Director

22-6-005

4. The formal action(s) of the Commissioners of The Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

I hereby certify the forgoing to be a true copy of the resolution adopted by the Bergen County Utilities Authority at its meeting of April 28, 2022.



Michael Henwood
Secretary

Dated: April 28, 2022