

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

NOTICE

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, June 19, 2018 immediately following the Work Session at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey. Formal action will be taken.

June 15, 2018

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

REGULAR MEETING

June 19, 2018

1. Meeting called to Order.
2. Chairman's statement in accordance with C. 231, PL 1975.
3. Roll Call.
4. Salute to the Flag.
5. Chairman's Remarks.
6. Approval of Minutes – Regular Meeting – May 15, 2018
Special Meeting – May 15, 2018
7. Public Comments (any subject).
8. Consideration for approval list of Resolutions attached dated June 19, 2018.
9. 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
10. Report of Treasurer.
11. Report of Counsel.
12. Report of Engineer.
13. Report of Executive Director
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 5 through 16).
18. Adjournment.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

LIST OF RESOLUTIONS
REGULAR MEETING
June 19, 2018

CONSENT AGENDA

- 64-2018 Approval of Vouchers, Payroll and Tax Deposits
- 65-2018 Resolution amending the not to exceed cost of the Agreement with T&M Associates to Provide Engineering Services
- 66-2018 Resolution amending the Termination Date of the Agreement with Alamo Insurance Group to provide Risk Management Services
- 67-2018 Approval of Change Order No. 2 for Contract No. 281 – Trunk Sewer East Interceptor Bypass
- 68-2018 Rejection of Bids – Contract No. 282 – Fabrication and Delivery of IDI Incinerator Tuyeres
- 69-2018 Authorization to enter into a Shared Services Agreement with the Borough of Franklin Lakes
- 70-2018 Approval of Treatment Works Application – Knolls Area, Township of Wyckoff

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 64-2018

Date: June 19, 2018

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 May 2018 and Health Benefits and Dental Benefits transfers for June 2018; 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 June 19, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$202,406.23

ACCOUNT: Tax Deposit Account
Total: \$86,959.45

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$100,226.05

ACCOUNT: Health Benefits Contribution Employee
Total: \$18,868.83

ACCOUNT: Dental Benefits
Total Transfer: \$4,282.64

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 64-2018

Date: June 19, 2018

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

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$31,403.48

ACCOUNT: Defined Contribution Retirement Program – Employer

Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee

Total Transfer: \$26.00

ACCOUNT: Operating Account

Total: \$449,568.03

ACCOUNT: General Improvement Account

Total: \$170,311.14

ACCOUNT: 2015 NJEIT Project Account

Total: \$2,775.00

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 65-2018

Date: June 19, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
T&M ASSOCIATES TO PROVIDE ENGINEERING SERVICES**

WHEREAS, by Resolution No. 16-2018, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform engineering services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 12, 2018; and

WHEREAS, by Resolution No. 23-2018 (the “ Original Resolution”) dated February 20, 2018, the Authority retained T&M Associates (the “Engineering Firm”) to provide general engineering services and the Authority and Engineering Firm entered into a professional services agreement (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the Engineering Firm’s compensation to be capped at \$120,000 and in the event the Engineering Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, the Engineering Firm has submitted to the Authority a proposal dated May 15, 2018 for professional engineering services related to Funding Application Assistance for the Interceptor System Rehabilitation Project for a not to exceed fee of \$20,000; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available to increase the budget for the Engineering Firm.

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

1. The Original Resolution and the Professional Services Agreement with T&M Associates be amended to increase the not to exceed amount to \$140,000 for general engineering services.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 65-2018

Date: June 19, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
T&M ASSOCIATES TO PROVIDE ENGINEERING SERVICES**

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 June 19, 2018.

**MICHAEL KASPARIAN
CHAIRMAN**

**ALISON GORDON
SECRETARY**

	Bonagura	Chewcaskie	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

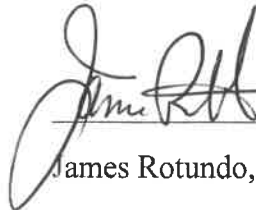
CONTRACT: Professional Services – Consulting Engineer

VENDOR: T&M Associates

AMOUNT: \$20,000

ACCOUNT NO.: 2100-4030

Date: 6/12/2018



James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 66-2018

Date: June 19, 2018

RESOLUTION AMENDING THE TERMINATION DATE OF THE AGREEMENT WITH ALAMO INSURANCE GROUP TO PROVIDE RISK MANAGEMENT SERVICES

WHEREAS, by Resolution No. 34-2018, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform risk management services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on March 7, 2018; and

WHEREAS, by Resolution No. 35-2018 (the “Original Resolution”) dated April 17, 2018, the Authority retained Alamo Insurance Group, Inc. (“Alamo”) to provide risk management services and the Authority and Alamo entered into a professional services agreement (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the term of the Agreement to be for twelve (12) months commencing on the date of the Original Resolution; and

WHEREAS, both the Authority and Alamo desire to amend the agreement termination date to be February 19, 2019; and

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

1. The Original Resolution and the Professional Services Agreement with Alamo Insurance Group, Inc. be amended to terminate on February 19, 2019.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 66-2018

Date: June 19, 2018

**RESOLUTION AMENDING THE TERMINATION DATE OF THE AGREEMENT WITH
ALAMO INSURANCE GROUP TO PROVIDE RISK MANAGEMENT SERVICES**

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 June 19, 2018.

**MICHAEL KASPARIAN
CHAIRMAN**

**ALISON GORDON
SECRETARY**

	Bonagura	Chewcaskie	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 67-2018

DATE: June 19, 2018

**APPROVING CHANGE ORDER NO. 2 FOR
CONTRACT #281 – TRUNK SEWER EAST INTERCEPTOR BYPASS**

WHEREAS the Northwest Bergen County Utilities Authority (the “Authority”) entered into Contract No. 281 – Trunk Sewer East Interceptor Rehabilitation (“the Project”) with J. Fletcher Creamer & Son, Inc. (“the Contractor”) on December 20, 2017; and

WHEREAS, there was the addition of a supplemental item for the 4’ High Temporary Fence as more particularly set forth in Change Order No. 2 attached hereto (“the Change Order”); and

WHEREAS, the Authority’s Engineer has prepared the Change Order and recommends that the Change Order be approved by the Authority; and

WHEREAS, the increase in the total cost of the Project as a result of this Change Order is **\$5,170**; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available for the increased cost of the project.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Authority that Change Order No. 2, to Authority Contract No. **281**, is approved.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **June 19, 2018**.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelahe	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
1455 BROAD STREET
BLOOMFIELD, NEW JERSEY 07003

SHEET NO. 1 OF 2
PROJECT NO. NBUA00645

CHANGE ORDER NO. 2

DATE: May 30, 2018

PROJECT: TRUNK SEWER EAST INTERCEPTOR BYPASS - CONTRACT NO. 281

OWNER: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONTRACTOR: J. FLETCHER CREAMER & SON, INC.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

Supplementary Item S-2, 4' High Temporary Fence Panels, is for additional costs associated with the labor and material needed to install a new fence on the Hermitage patio to conceal the temporary bypass pipe.

APPROVAL RECOMMENDED:


VITO SPADAVECCHIA

ACCEPTED:


CONTRACTOR:
J. FLETCHER CREAMER & SON, INC.

OWNER'S APPROVALS:

NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$5,170.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$5,170.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$5,170.00	
PREVIOUS CHANGE ORDERS	\$6,786.62	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$11,956.62	\$0.00
NET CHANGE IN CONTRACT	\$11,956.62	

ORIGINAL CONTRACT BID PRICE \$174,501.00

CHANGE ORDERS TO DATE \$11,956.62

REVISED CONTRACT PRICE \$186,457.62

PROJECT: TRUNK SEWER EAST INTERCEPTOR BYPASS - CONTRACT NO. 281

OWNER: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONTRACTOR: J. FLETCHER CREAMER & SON, INC.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R E D U C T I O N					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

A. TOTAL REDUCTIONS \$0.00

E X T R A					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

B. TOTAL EXTRA \$0.00

S U P P L E M E N T A R Y	S-2	90 LF - 4' High Temporary Fence Panels with Green Hedge Slats	1.00 LS	\$5,170.00	\$5,170.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

C. TOTAL SUPPLEMENTARY \$5,170.00



J. FLETCHER CREAMER & SON, INC.

101 East Broadway ♦ Hackensack, NJ 07601

Northwest Bergen County Utilities Authority

Trunk Sewer East Interceptor Rehabilitation

JFC Project No. 17-4789

Temporary Fence Panels with Green Hedge Slats for 'Hermitage' Patio

Thursday, May 24, 2018

Contractor	Item	Amount	Amount
	Labor	\$ -	
	Equipment	\$ -	
	Material	\$ 5,640.00	
	Subcontractor	\$ 5170.00	
TOTAL \$			5,640.00

5,170.00

DD

Scope of Work & Exclusions

Furnish & Install 9 pieces of 10'L x 4'H temporary fence panels with Green Hedge Slats across the Hermitage back yard patio. Fence will be installed in front of 16" HDPE Sewer Bypass pipe at the request of the Hermitage due to special events throughout the summer.

Fence order is a specialty item and will be made to order. Additional cost of \$425.00 will be added if required to remove fence after project completion.

Fence to be furnished and installed prior to June 17th, 2018.

JFC reserves the right to revise the enclosed pending revisions to the current contract plan and/or addition of work to contract.

Any Labor, equipment, materials, subcontractor, and/or miscellaneous time and/or cost not clearly defined to be part of this scope of work is not included and not to be assumed.

"Since 1968"



75-77 Midland Ave
Elmwood Park, NJ 07407
T:(201)797-5440 F:(201)797-8965
info@c-sfence.com

Quote

Date: 5/24/2018
Rep: JMM
Terms: Net 30
Change O.#
Purchase O.#

Attention:

Douglas Doolittle
J.Fletcher Creamer & Son Inc
101 East Broadway
Hackensack, NJ 07601

Re:

The Hermitage
335 Franklin Turnpike, Hohokus, NJ
(Temporary Fence Panels
with Hedge Slats)
All Prices Are Plus Applicable Tax.

Dear Customer,

Description	Total
As per our meeting and inspection of site, we will supply labor and material to complete the following.	
We will install 90'ft of 4'ft high temporary fence panels, 10'x4' with green hedge slats across patio area to hide 16" pipe. Panels will be set on pipe bases.	4,700.00T
NJ Sales Tax	199.50
Subtotal of all items above:	4,899.50
If we have to dismantle and remove panels and bases at completion of project it would be an additional cost.	425.00
NOTE: MATERIAL WILL BE INSTALLED BEFORE JUNE 17TH.	
THIS PRICE IS VALID FOR 7 DAYS AND FOR (1) MOBILIZATION.	
EXCLUSIONS: (UNLESS OTHERWISE NOTED) DEMO, GRADING, STAKING,CLEARING, GROUNDING, HAULING SOIL /CONCRETE/FOOTINGS OFF SITE, CORE DRILLING, TRAFFIC CONTROL, PERMITS, BONDS.	

We hope that the above will meet your approval and that we may be favored with your business!

Sincerely,

x. Joseph M. Miller
JOSEPH MILLER-Sales
joe@c-sfence.com

Accepted and agreed on this Date: _____

Signature: _____

Name & Title: _____

Please SIGN upon approval and return it to us including your W9, Tax Exempt form and other forms that apply to your work.
Your signature constitutes acceptance of prices, specifications, terms and conditions described on this package.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

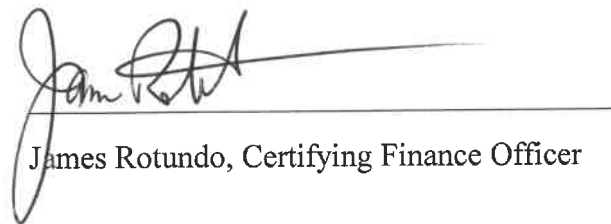
CONTRACT: Contract No. 281 – Trunk Sewer East Interceptor Bypass

VENDOR: J. Fletcher Creamer & Son, Inc.

AMOUNT: \$5,170.00

ACCOUNT NO.: 7000-6610

Date: 6/12/2018


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 69-2018

Date: June 19, 2018

**AUTHORIZATION TO ENTER INTO 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, 2017 with a termination date of May 31, 2018 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 day 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. 143-18 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. 69-2018

Date: June 19, 2018

**AUTHORIZATION TO ENTER INTO 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 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 June 19, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Lo Iacono	Kelاهر	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

**Resolution 143-18
Sewer Operator Agreement**

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, has submitted a shared services proposal dated April 19, 2018 to provide such services;

WHEREAS, this agreement shall commence on or about June 1, 2018 and shall continue in effect until May 31, 2019; 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 May 1, 2018; and

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

I, Sally T. Bleeker, 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 15th day of May 2018, at 7:30 P.M. in the Council Chambers of the Municipal Building, a quorum being present.



Sally T. Bleeker, Municipal Clerk

May 16, 2018

Date

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____ 2018, 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.*) 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 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 # _____, which authorizes Franklin Lakes to enter into an agreement with the NBCUA, for the services of a licensed sewer operator.

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, 2018 and shall expire on May 31, 2019.
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 through 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
Non- Business hours – emergency responses (per man)	\$ 107.14/hr
Business hours emergency/non-basic repair	\$ 85.72/hr
Vac-out storm water catch basins/manholes (per man)	\$ TBD
Manhole Inspection Program (upon request)	\$ TBD

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 designating Franklin Lakes as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
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:

Sally T. Bleeker
 Date: 5-16-18

BOROUGH OF FRANKLIN LAKES

By: [Signature]

ATTEST:

 Date: _____

NORTHWEST BERGEN COUNTY
 UTILITIES AUTHORITY

By: _____