

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday October 20, 2015 immediately following the Work Session and Special Meeting at 7:00 pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey.

October 16, 2015

# NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

## REGULAR MEETING October 20, 2015

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. Closed Session – Potential Litigation – Contract No. 266 – Midland Park & Goffle Road Pump Station Upgrades
7. Approval of Minutes – Regular Meeting – September 16, 2015
8. Public Comments (any subject).
9. Consideration for approval list of Resolutions attached dated October 20, 2015.
10. Reports 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
  - h. Intellectual Technology Committee
11. Report of Treasurer.
12. Report of Counsel.
13. Report of Engineer.
14. Report of Executive Director.
15. Report of Superintendent.
16. Old Business.
17. New Business.
18. Public Comments (on subjects 5 through 17).
19. Adjournment.

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## LIST OF RESOLUTIONS REGULAR MEETING October 20, 2015

### **RESOLUTIONS**

- 81-2015 Approval of Vouchers, Payroll and Tax Deposits
- 82-2015 Adoption of Bank Resolutions for Santander Bank
- 83-2015 Adoption of Bank Resolutions for Sussex Bank
- 84-2015 Resolution providing for declaration of official intent under Treasury Regulation Section 1.150-2 to reimburse prior expenditures related to various sewer system improvements
- 85-2015 Increase in Special Counsel Fees – Sokol, Behot, LLP for Contract 259 Mediation with Contractor
- 86-2015 Resolution of the Governing Body of the Northwest Bergen County Utilities Authority authorizing Connection Fee Payment Agreement with Mountain Shadows at Franklin Lakes Condominium Association
- 87-2015 Approval of Application for Proposed Sanitary Sewer Extension – Mountain Shadows at Franklin Lakes, 1 Valen Court, Franklin Lakes
- 88-2015 Authorization to enter into an Energy Audit Agreement

### **MOTIONS**

- 2015-06 Motion to approve attendance to the Association of Environmental Authorities' 2015 Annual Meeting Conference in Atlantic City, New Jersey on November 17-18, 2015 and the New Jersey State League of Municipalities Annual Conference in Atlantic City, New Jersey on November 16-20, 2015

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

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RESOLUTION

No. CS-OCT-2015

Date: October 20, 2015

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**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT  
TO THE OPEN PUBLIC MEETINGS ACT**

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-6 to 10:4-21, requires that meetings of public bodies shall be open to the public at all times, except that the public body may exclude the public only from that portion of a meeting at which the public body discusses matters set forth in N.J.S.A. 10:4-12b; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (“Authority”) Board of Commissioners intends to hold a closed meeting on the following subject matters which are authorized by N.J.S.A. 10:4-12b:

Potential Litigation – Contract No. 266 – Goffle Road and Midland Park Pump Station  
Upgrades

**NOW, THEREFORE, BE IT RESOLVED** by the Authority’s Board of Commissioners,  
that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Management Committee shall meet in closed session on October 20, 2015, to discuss the above-referenced matters.
3. The minutes, or parts thereof, of the closed session discussion may be disclosed to the public upon the determination by the Board of Commissioners that the public interest will no longer be served by such confidentiality.
4. This Resolution shall be effective immediately.

**ADOPTED:** October 20, 2015



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 81-2015**

**Date: October 20, 2015**

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**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 September 2015 and Health Benefits and Dental Benefits transfers for October 2015; 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 listing 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 October 20, 2015 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$199,456.36

ACCOUNT: Tax Deposit Account  
Total: \$92,729.17

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$109,221.47

ACCOUNT: Health Benefits Contribution Employee  
Total: \$9,509.51

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 81-2015**

**Date: October 20, 2015**

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

ACCOUNT: Dental Benefits  
Total Transfer: \$4,199.80

ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$29,398.05

ACCOUNT: Operating Account  
Total: \$307,868.30

ACCOUNT: General Improvement Account  
Total: \$3,670.10

ACCOUNT: 2014 WWT Project Account  
Total: \$497.46

ACCOUNT: 2015 WWT Project Account  
Total: \$237,943.11

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**CHAIRMAN**

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**SECRETARY**

	Bonagura	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahr	Plumley	Salazer	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 82-2015**

**Date: October 20, 2015**

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**ADOPTION OF BANK RESOLUTIONS FOR SANTANDER BANK**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the "Authority") wishes to enter into a banking relationship with Santander Bank (the "Bank");

**WHEREAS**, the Bank requires certain resolutions be passed by the Authority to conduct routine business with the Bank.

**NOW THEREFOR BE IT RESOLVED** by the Northwest Bergen County Utilities Authority, that the following Bank Resolutions be adopted:

**RESOLVED**: That Santander Bank, N.A. (the "Bank") be, and hereby is, designated a depository of funds of the Depositor subject to the terms and conditions of the Business Deposit Account Agreement, with authority to accept at any time for the credit of the Depositor deposits in checking, savings, money market savings, term or any other account, by whomsoever made in whatever manner endorsed; and

**RESOLVED**: That the Bank shall not be liable in connection with the collection of such items that are handled by the Bank without negligence and the Bank shall not be liable for the acts of its agents, subagents or for any other casualty; and

**RESOLVED**: That the Depositor assumes full responsibility for and shall indemnify the Bank against all losses, liabilities and claims resulting from payments, withdrawals or orders made or purported to be made in accordance with, or from actions taken in good faith and in reliance upon, these Resolutions; and

**RESOLVED**: That the Bank be, and hereby is, authorized and directed to certify, pay or otherwise honor all checks, drafts, notes, bills of exchanges, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable when such instruments and orders are properly made, signed, or endorsed by the signature, the actual or purported facsimile signature of the oral direction of any of the authorized signers below; provided, however, that any check, draft, note, bill of exchange,



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 82-2015**

**Date: October 20, 2015**

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**ADOPTION OF BANK RESOLUTIONS FOR SANTANDER BANK**

acceptance, undertaking or other instrument for the payment, transfer or withdrawal must bear the actual or purported facsimile signature of any of the authorized signers below; and

**RESOLVED:** That any authorized signer acting alone be, and hereby is, authorized on behalf of the Depositor to endorse, negotiate and collect any and all checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments and to open and close and update information on any account of the Depositor at the Bank; and

**RESOLVED:** That any of the authorized signers below acting along be, and hereby is, authorized on behalf of the Depositor to instruct, orally or by such other means as the Bank may make available to Depositor, the Bank to initiate the transfer of funds by wire, telex, automated clearinghouse, book entry, computer or such other means, and to execute agreements with the Bank for the transfer of funds from any of Depositor's accounts and to delegate from time to time to other persons the authority to initiate the transfer of funds from any such account; and

**RESOLVED:** That any authorized signer acting alone be, and hereby is, authorized on behalf of the Depositor to enter into a written lease for the purpose of renting, maintaining and accessing a safe deposit box and any authorized signer is authorized to terminate the lease; and

**RESOLVED:** That the Bank may rely on any signature, endorsement or order and any facsimile signature or oral instruction reasonably believed by the Bank to be made by an authorized signer, and the Bank may act on any direction of an authorized signer without inquiry and without regard to the application of the proceeds thereof, provided that the Bank acts in good faith; and

**RESOLVED:** That the Bank may rely on this document and on any certificate by an authorized representative of the Depositor as to the names and signatures of the authorized signers of the Depositor until the Bank has actually received written notice of a change and has had a reasonable period of time to act on such notice; and

**RESOLVED:** That the Depositor agrees to notify the Bank promptly and in writing of any change in (a) these Resolutions, (b) the identity of persons authorized to sign, endorse or otherwise authorize payments, transfers or withdrawals, (c) ownership of the Depositor or the Depositor's legal structure or status, including the Depositor's dissolution or bankruptcy; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 82-2015**

**Date: October 20, 2015**

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**ADOPTION OF BANK RESOLUTIONS FOR SANTANDER BANK**

**RESOLVED:** That any of the following named persons, or persons from time to time holding the following offices of the Depositor be, and hereby are, designated as the authorized signers to act on behalf of the Depositor in accordance with the above resolutions:

1. Howard Hurwitz, Executive Director
2. Alison Gordon, Board Secretary

**IT IS HEREBY CERTIFIED** 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 October 20, 2015.

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CHAIRMAN

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SECRETARY

	Bonagura	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahr	Plumley	Salazer	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 83-2015**

**Date: October 20, 2015**

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**ADOPTION OF BANK RESOLUTIONS FOR SUSSEX BANK**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the "Authority") wishes to enter into a banking relationship with Sussex Bank (the "Bank");

**WHEREAS**, the Bank requires certain resolutions be passed by the Authority to conduct routine business with the Bank.

**NOW, THEREFORE BE IT RESOLVED**, the Authority authorizes the Alison Gordon, Board Secretary and Howard Hurwitz, Executive Director to have the following authority of any accounts held at Sussex Bank:

1. Open any deposit or share account(s) in the name of the Authority;
2. Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Bank; and

**FURTHER RESOLVED:** The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.

**FURTHER RESOLVED:** This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

**FURTHER RESOLVED:** The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective

# NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

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## RESOLUTION

No. 83-2015

Date: October 20, 2015

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### ADOPTION OF BANK RESOLUTIONS FOR SUSSEX BANK

exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

**FURTHER RESOLVED:** All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

**FURTHER RESOLVED:** The Corporation agrees to the terms and conditions of any account agreement, properly opened by an Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

**FURTHER RESOLVED:** The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

**FURTHER RESOLVED:** The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**NO. 85-2015**

**Date: October 20, 2015**

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**RESOLUTION TO AMEND SPECIAL COUNSEL PROFESSIONAL SERVICES  
CONTRACT**

**WHEREAS**, by Resolution 19-2015, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform legal services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 16, 2015; and

**WHEREAS**, by Resolution No. 49-2015 (the “Original Resolution”) the Authority retained the firm of Sokol, Behot & Fiorenzo (the “Sokol Firm”) as Special Counsel to the Authority to provide legal services in the matter of Mediation with Underground Utilities Corporation regarding Contract No. 259 – Franklin Lakes Business District Sanitary Sewer and authorized the Executive Director to execute a Professional Services Agreement between the Authority and the Sokol Firm; and

**WHEREAS**, a Professional Services Agreement dated May 14, 2015 between the Authority and the Sokol Firm was executed by the parties thereafter; and

**WHEREAS**, the Original Resolution and the Professional Services Agreement provides for Special Counsel’s compensation to be capped at \$18,000 and that in the event that it anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

**WHEREAS**, the Sokol Firm has advised the Authority that due to the ongoing Mediation, that counsel fees for this matter will cause the overall compensation to the Sokol Firm to exceed \$18,000; and

**WHEREAS**, the Sokol Firm has requested the Authority increase the not to exceed cost for legal services provided by their firm to \$22,200 for this matter.

**NOW, THEREFORE, BE IT RESOLVED**, that the Northwest Bergen County Utilities Authority hereby amends the Original Resolution and the Professional Services Agreement with the Sokol Firm to increase the not to exceed amount to \$22,200 due to the ongoing mediation but subject to the rates and all other terms and conditions of the Original Resolution & Professional Services Agreement; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 85-2015

Date: October 20, 2015

RESOLUTION TO AMEND SPECIAL COUNSEL PROFESSIONAL SERVICES CONTRACT

FURTHER RESOLVED, that this Resolution shall effectively amend the Professional Services Agreement referred to above; and be it

FURTHER RESOLVED, that the Original Resolution and the Professional Services Agreement, unless expressly modified, remain in full force and effect.

IT IS HEREBY CERTIFIED 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 October 20, 2015.

CHAIRMAN

SECRETARY

	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelahr	Plumley	Salazer	Chewcaskie
Offered								
Seconded								
Aye								
Nay								
Absent								
Abstain								
Recuse								

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 86-2015**

**Date: October 20, 2015**

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**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY AUTHORIZING CONNECTION FEE PAYMENT  
AGREEMENT WITH MOUNTAIN SHADOWS AT FRANKLIN LAKES  
CONDOMINIUM ASSOCIATION**

**WHEREAS**, Mountain Shadows at Franklin Lakes, A Condominium Association (“Association”) is the owner of property located at 1 Valen Court, Franklin Lakes, New Jersey 07417 (“Property”); and

**WHEREAS**, the Association has filed an application with the Northwest Bergen County Utilities Authority (“Authority”) to connect its existing facility located at the Property to the Authority’s sewer system; and

**WHEREAS**, the Authority has determined that it is in its best interest to permit the Association to connect its Property to the Authority’s system and to enter into the attached Connection Fee Payment Agreement with the Association; and

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority’s Executive Director is hereby authorized to enter into the attached Connection Fee Payment Agreement on behalf of the Authority, and to execute such further documents, and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by attached Connection Fee Payment Agreement.
3. This Resolution shall be effective immediately.

ADOPTED: October 20, 2015





## CONNECTION FEE PAYMENT AGREEMENT

This Connection Fee Payment Agreement ("Agreement") is made effective as of the 16<sup>th</sup> day of ~~SEPTEMBER~~ 2015 (the "Effective Date") between the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY** (the "AUTHORITY"), having its address at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, and **MOUNTAIN SHADOWS AT FRANKLIN LAKES, A CONDOMINIUM ASSOCIATION (USER)** located at 1 Valen Court, Franklin Lakes 07417.

### 1. Background and Purpose

1.1 USER is the owner of certain premises located at 1 Valen Court, Franklin Lakes, New Jersey (the "Property").

1.2 USER has filed an application with the AUTHORITY to connect its existing facility located on the Property to the Authority's sewer system.

1.3 Pursuant to N.J.S.A. 40:14B-22, USER is obligated to pay a sewer connection fee to the Authority in the amount of \$84,550.05 (the "Connection Fee") as a result of the connection described in Section 1.2 above, which sewer connection fee is due and owing.

1.4 USER has requested a payment plan for the payment of the Connection Fee over time rather than all upfront. The AUTHORITY and USER have determined that it is in their respective best interests to enter into this Agreement and have USER connect its property to the Authority's system.

### 2. Payment

2.1 USER hereby agrees to pay to the AUTHORITY the Connection Fee as follows:

(a) USER shall pay Twenty Five Thousand Dollars and zero cents (\$25,000.00) upon execution of this Agreement; and

(b) USER shall pay the AUTHORITY the remaining balance of Fifty Nine Thousand Five Hundred Fifty Dollars and five cents (\$59,550.05) on or before December 31, 2015.

2.2 In the event that USER does not intend to make payment as outlined in Paragraph 2.1(b), USER shall notify the AUTHORITY at least 15 days prior to the payment due date. In such case, the USER agrees to make payment to the Authority together with interest thereon, calculated at 6 % per annum from the Effective Date in 2 equal consecutive annual installments of principal and interest due on the annual anniversary of the Effective Date of this Agreement. Each installment is to be in the amount of \$32,480.79. If any installment payment shall not be made within seven-(7) days of the first business day of the agreed date, USER shall be obligated to pay a "late fee" equal to 5% of the amount past due, which late fee shall be due and payable immediately.

2.3 All payments shall be made payable to "Northwest Bergen County Utilities Authority" and shall be delivered directly to 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463.

2.4 USER has the right to prepay the amount set forth in Section 2.2 in which event prepayments shall be applied in inverse order to payments coming due hereunder. The amount of each payment coming due hereunder shall remain unaffected by any prepayment.

2.5 If USER defaults on any of the aforesaid payments, the AUTHORITY shall have the right to accelerate all sums due. In addition to all other rights and remedies, at law or in equity, the AUTHORITY may also make application to the court, ex parte, for an order reducing the unpaid Connection Fee amount (plus late fees, if any), as well as any costs and attorneys' fees incurred by the AUTHORITY in connection with its preparation of court filings and appearances, to a judgment. For the purposes of this paragraph, default shall occur if any installment payment due hereunder is not made in full within ten (10) days after its due date.

2.6 In addition to any remedy provided by N.J.S.A. 40:14B-1 et seq., including, but not limited to subjecting the unpaid balance to tax sale, the AUTHORITY, on notification to the Borough of Franklin Lakes Building Department, may have the Borough Building Code official close the facility until such time as any outstanding payments, including interest and fees, are paid.

3. Discharge Limitations

USER agrees to comply with the AUTHORITY'S sewer rules and regulations.

4. Non-Dischargeable Debt

The obligations in this Agreement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of law and the protection of public health, safety and welfare, and are not intended to constitute a debt or debts which may be limited or discharged in bankruptcy proceedings.

5. Fair Representation

The parties represent that they have had the opportunity to consult an attorney to review this Agreement.

6. Who is Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, agents, successors, assigns, heirs, executors, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

7. Complete Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings dealing with the same subject matter. No party has agreed to do anything other than as is expressly stated in this Agreement.

8. Choice of Law

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

9. Modification

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

10. Severability

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions hereof shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

11. Negotiated Agreement; No Construction Against Any Party

Each party to this Agreement has read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the parties as drafter of same.

12. Attestation of Parties

Each of the parties represents and warrants that it has carefully read each and every provision of this Agreement, and that each fully understands all of the terms and conditions contained in each provision of this Agreement. Each of the parties represents and warrants that it is entering into this Agreement voluntarily, of its own free will, without any pressure or coercion from any person or entity whatsoever. A copy of the Association resolution authorizing the execution of this Agreement is attached.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, at the date set forth for each, with the Agreement to be deemed effective as of Association

SEPTEMBER 16, 2015.

**MOUNTAIN SHADOWS AT  
FRANKLIN LAKES, A  
CONDOMINIUM ASSOCIATION**

By *Abigail Schrader*

Title *PRESIDENT*

Date *09-16-15*

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_