

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 02-2019**

**Date: January 8, 2019**

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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 December 2018 and Health Benefits and Dental Benefits transfers for January 2019; and

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

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

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated January 8, 2019 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$220,244.08

ACCOUNT: Tax Deposit Account  
Total: \$91,673.25

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$113,712.52

ACCOUNT: Health Benefits Contribution Employee  
Total: \$4,643.59

ACCOUNT: Dental Benefits  
Total Transfer: \$4,316.26

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ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$32,445.14

ACCOUNT: Operating Account

Total: \$330,349.90

ACCOUNT: General Improvement Account

Total: \$215,464.93

  
SECRETARY

  
CHAIRMAN

**RECORDED VOTE:**

	Bonagura	Chewcaskie	Duch	Kelaheer	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓	✓	✓	✓		✓	✓	✓
Nay									
Absent						✓			
Abstain									
Recuse									





**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 Emergency Bypass

**VENDOR:** J. Fletcher Creamer & Son, Inc.

**AMOUNT:** \$40,032.00

**ACCOUNT NO.:** 7000-6610

Date: January 4, 2019

  
\_\_\_\_\_  
James Rotundo, Certifying Finance Officer

CHANGE ORDER NO. 3

DATE: December 5, 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:**

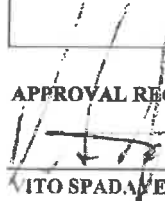
**REDUCTIONS:**

**EXTRA:**

**SUPPLEMENTARY:**

Supplementary Item S-3, Additional Time Extension (August - November 2018) for HDPE Bypass Pipe to complete Trunk Sewer East Slip Line Project

APPROVAL RECOMMENDED:

  
VITO SPADA ECCHIA

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.	\$40,032.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$40,032.00	\$0.00
NET CHANGE THIS CHANGE ORDER	\$40,032.00	
PREVIOUS CHANGE ORDERS	\$11,956.62	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$51,988.62	\$0.00
NET CHANGE IN CONTRACT	\$51,988.62	

ORIGINAL CONTRACT BID PRICE	\$174,501.00
CHANGE ORDERS TO DATE	\$51,988.62
REVISED CONTRACT PRICE	\$226,489.62

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
REDUCTION				\$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

EXTRA				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-3	Bypass Pipe Time Extention	1.00 LS	\$40,032.00	\$40,032.00
					\$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 \$40,032.00

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 05-2019**

**Date: January 8, 2019**

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**PROPOSED SANITARY SEWER EXTENSION  
JANICE COURT & LITCHULT LANE  
BLOCK 125, LOT 50  
TOWNSHIP OF MAHWAH, NEW JERSEY**

**WHEREAS**, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Boswell Engineering on behalf of the Township of Mahwah (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at Janice Court and Litchult Lane in the Township of Mahwah (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project generally consists of upgrading the Hearthstone Pump Station, eliminating the Litchult Lane Pump Station and the construction of 395 feet of 8” PVC gravity sewer; and

**WHEREAS**, finding that when completed, the average daily flow from the Project will be 23,400 gallons per day (gpd) and no additional EDUs will become tributary to the Authority’s system from the Township of Mahwah; and

**WHEREAS**, the Authority’s technical advisor has reviewed the application, documents and drawings submitted in support thereof and, by memorandum dated December 26, 2018 has recommended that the Authority approve the Project, subject to fulfillment of certain terms and conditions.

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Boswell Engineering on behalf of the Township of Mahwah for a proposed sanitary sewer extension to be located at Janice Court and Litchult Lane in the Township of Mahwah be approved upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of the Township of Mahwah;



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 05-2019**

**Date: January 8, 2019**

---

**PROPOSED SANITARY SEWER EXTENSION  
JANICE COURT & LITCHULT LANE  
BLOCK 125, LOT 50  
TOWNSHIP OF MAHWAH, NEW JERSEY**

2. The installation of the sewers and appurtenances be inspected and approved by the Township of Mahwah;
3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days' notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

**FURTHER RESOLVED**, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereover.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 05-2019**

**Date: January 8, 2019**

**PROPOSED SANITARY SEWER EXTENSION  
JANICE COURT & LITCHULT LANE  
BLOCK 125, LOT 50  
TOWNSHIP OF MAHWAH, NEW JERSEY**

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 January 8, 2019.

  
SECRETARY

  
CHAIRMAN

**RECORDED VOTE:**

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered	✓								
Seconded									✓
Aye	✓		✓	✓	✓		✓	✓	✓
Nay									
Absent						✓			
Abstain									
Recuse		✓							

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 06-2019**

**Date: January 8, 2019**

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

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

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

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Saddle River (the “Borough”) had entered into a Shared Services Agreement on January 1, 2018 with a termination date of December 31, 2018 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough’s one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

**WHEREAS**, the Borough has adopted its Resolution No. 20-19 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:

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 06-2019**

**Date: January 8, 2019**

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

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

**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 **January 8, 2019**.

  
SECRETARY

  
CHAIRMAN

Recorded Vote:

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓	✓	✓	✓		✓	✓	✓
Nay									
Absent						✓			
Abstain									
Recuse									

## SHARED SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of JANUARY, 2019 by and among:

The Borough of Saddle River, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Saddle River", 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, Saddle River 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 Saddle River, monthly inspections/monitoring of Saddle River's one (1) wastewater pump station, and any and all agreed upon repairs, 24 hours a day and 365 days per year; and

WHEREAS, Saddle River has adopted a Resolution # 20-19 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

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


1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2019.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
  - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
  - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2050.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year for a total annual compensation of \$8,200.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours.
  5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
  6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
  7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
  8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
  9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River 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 Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2019 and the expiration date shall be December 31, 2019, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

  
 Clerk

Date:

ATTEST:

\_\_\_\_\_  
 Alison Gordon, Secretary

Date:

BOROUGH OF SADDLE RIVER

By:

\_\_\_\_\_  
 Mayor

NORTHWEST BERGEN COUNTY  
 UTILITIES AUTHORITY

By:

\_\_\_\_\_  
 Michael Kasparian, Chairman

R# 20-19

**COUNCIL OF THE BOROUGH OF SADDLE RIVER**

Resolution Offered by Council President Jensen

Date: 1/2/19

Seconded by Council Member Ruffino

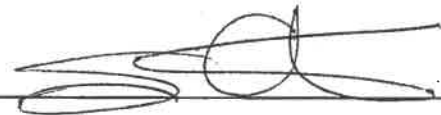
**RESOLUTION AUTHORIZING INTERLOCAL SERVICE AGREEMENT  
FOR A LICENSED SEWER OPERATOR WITH NORTHWEST  
BERGEN UTILITIES AUTHORITY**

**BE IT RESOLVED** that the Council of the Borough of Saddle River authorize the Mayor to sign an Inter-local Agreement for a Licensed Sewer Operator for the Saddle River sewer pump station, at an annual fee of \$8,200.00.

	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
<b>DeRosa, John</b>	X			
<b>Gray, Ron</b>	X			
<b>Jensen, Eric, Council President</b>	X			
<b>Ruffino, Rosario</b>	X			
<b>Schulstad, Paul</b>	X			

**Kurpis, Albert J., Mayor**  
**Date Passed: 1/2/19**

  
\_\_\_\_\_  
(Mayor)

  
\_\_\_\_\_  
(Borough Clerk)