

NORTHWEST BERGEN COUNTY UTILITES AUTHORITY

RESOLUTION

No. 77-2019

Date: October 15, 2019

2020 AUTHORITY BUDGET RESOLUTION

FISCAL YEAR: FROM: JAN. 1, 2020 TO: DEC. 31, 2020

WHEREAS, the Annual Budget and Capital Budget for the Northwest Bergen County Utilities Authority for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 has been presented before the governing body of the Northwest Bergen County Utilities Authority at its open public meeting of October 15, 2019; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$14,516,012, Total Appropriations, including any Accumulated Deficit if any, of \$14,516,012 and Total Unrestricted Net Position utilized \$0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$5,891,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$560,000; Total Renewal and Replacement reserve planned to be utilized as funding thereof, of \$781,000; Total Debt Authorization planned to be utilized as funding thereof, of \$4,550,000; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, in accordance with the Authority's General Bond Resolution adopted December 19, 1972, as amended, the Operating Expenses in the Annual Budget are not in excess of the reasonable and necessary amount thereof; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Northwest Bergen County Utilities Authority, at an open public meeting held on October 15, 2019 that the Annual Budget, including all related schedules, and the Capital Budget/Program of Northwest Bergen County Utilities Authority for the fiscal year beginning, January 1, 2020 and ending, December 31, 2020 is hereby approved; and

NORTHWEST BERGEN COUNTY UTILITES AUTHORITY

RESOLUTION

No. 77-2019

Date: October 15, 2019

2020 AUTHORITY BUDGET RESOLUTION

FISCAL YEAR: FROM: JAN. 1, 2020 TO: DEC. 31, 2020

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

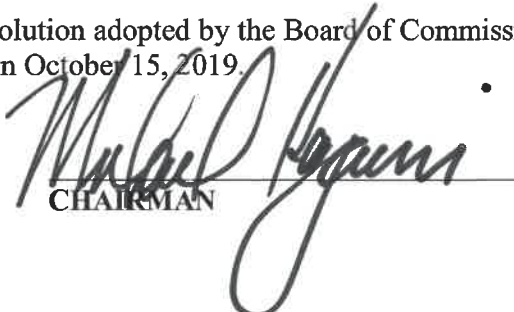
BE IT FURTHER RESOLVED, that the governing body of the Northwest Bergen County Utilities Authority will consider the Annual Budget and Capital Budget/Program for adoption on December 10, 2019.

BE IT FURTHER RESOLVED, that the Secretary be and she hereby is directed to publish Notice of the Public Hearing in the Record, Ridgewood News and one newspaper in the Borough of Manhattan City and State of New York; and

BE IT FURTHER RESOLVED, that the Secretary be and she hereby is directed to file the Budget of the Northwest Bergen County Utilities Authority for the Fiscal Year 2020 with the Trustee, the Consulting Engineer and the Participants, all in accord with the General Bond Resolution adopted December 19, 1972, as amended, and the Service Contract.

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 October 15, 2019.


SECRETARY


CHAIRMAN

Recorded Vote:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 78-2019

Date: October 15, 2019

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 2019 and Health Benefits and Dental Benefits transfers for October 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 October 15, 2019 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$213,819.02

ACCOUNT: Tax Deposit Account
Total: \$92,633.02

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$115,515.68

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,607.70

ACCOUNT: Dental Benefits
Total Transfer: \$4,112.20

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 78-2019

Date: October 15, 2019

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

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$34,426.85

ACCOUNT: Operating Account
Total: \$352,726.61

ACCOUNT: General Improvement Account
Total: \$498,548.09


SECRETARY


CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 79-2019

Date: October 15, 2019

AMENDMENT TO THE 2019 AUTHORITY CAPITAL BUDGET

WHEREAS, the Northwest Bergen County Utilities Authority's 2019 Capital Budget was adopted on the 11th day of December 2018; and

WHEREAS, N.J.A.C. 5:31-2.8 provides that all amendments to the Authority's Capital Budget shall be approved and adopted by resolution of the Authority, passed by not less than a majority of the full membership; and

WHEREAS, the Authority's Administration has reviewed the status of its 2019 capital projects and determined that an amendment is required to reduce and reallocate the overall 2019 Capital Budget to projects of greater priority to the Authority and Authority's sewer system; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following amendments be made to the Capital Budget of the Northwest Bergen County Utilities Authority for its year ending December 31, 2019:

<u>Funding Source</u>	<u>From</u>	<u>To</u>
Renewal & Replacement Reserve	\$ 660,000	\$ 968,000
Debt Authorization	\$ 10,737,000	\$ 7,707,000
Capital Grants	\$ -	\$ -
Total Funding Source:	<u>\$ 11,397,000</u>	<u>\$ 8,675,000</u>
<u>Annual Budget Appropriation</u>		
SSI Emission Upgrade	\$ 380,000	\$ 380,000
Wastewater Pump Station Improv.	\$ 5,500,000	\$ 2,400,000
Wastewater Treatment Plant Improv.	\$ 3,700,000	\$ 3,700,000
Incinerator Repairs	\$ 50,000	\$ 150,000
Collection System Gravity Main Repairs	\$ 500,000	\$ -
Collection System Expansion	\$ -	\$ 400,000
Replacement Sewer Jet truck	\$ 490,000	\$ 490,000
Outpost Sewer Inspect. & manhold scanner cameras	\$ 187,000	\$ 187,000
Pump Station PLC Replacement	\$ 100,000	\$ 100,000
Upgrade Operating Building Locker Room	\$ 150,000	\$ -
Refinish Superintendent's Office	\$ 50,000	\$ -
Purchase three (3) New Authority Vehicles	\$ 90,000	\$ 90,000
Replace Aeration Tank Flow Meters & Valves	\$ 200,000	\$ -
Aeration Blower Replacement	\$ -	\$ 250,000
Pump Station Odor Control Upgrades	\$ -	\$ 67,000
Sewer Trunk East Gravity Main Repair	\$ -	\$ 360,000
Plant Fiber Optic Cable Upgrade	\$ -	\$ 70,000
Complete RAS Pump VFD Installations on Final Tanks	\$ -	\$ 31,000
	<u>\$ 11,397,000.00</u>	<u>\$ 8,675,000.00</u>

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

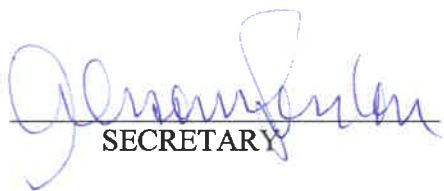
No. 79-2019

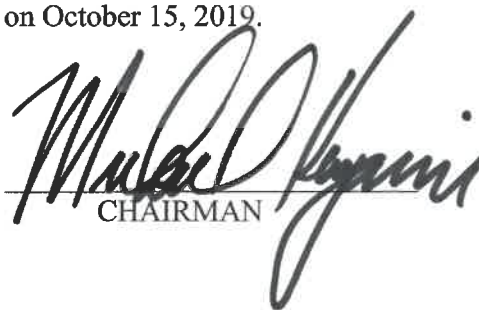
Date: October 15, 2019

AMENDMENT TO THE 2019 AUTHORITY CAPITAL BUDGET

BE IT FURTHER RESOLVED that two (2) certified copies of this resolution be filed with the Director of the Division of Local Government Services for certification of the Authority budget so amended.

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 October 15, 2019.


SECRETARY


CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 80-2019

Date: October 15, 2019

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

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 NJS 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Midland Park (the "Borough") had entered into an Shared Services Agreement on October 11, 2018 for a duration of one (1) year with a termination date of October 10, 2019 for the Authority to act as the New Jersey Licensed Operator for the Borough; and

WHEREAS, the Borough has adopted its Resolution No. 006-19 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:

1. The Authority shall enter into a Shared Services Agreement with the Borough of Midland Park for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough.
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 Midland Park annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

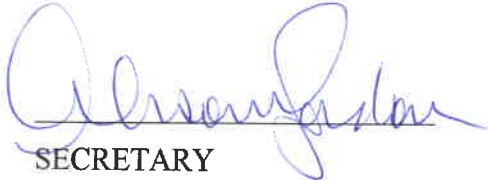
RESOLUTION

No. 80-2019

Date: October 15, 2019

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

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 October 15, 2019.


SECRETARY


CHAIRMAN

RECORDED VOTE:

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

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 1st day of January, 2019, by and among:

THE BOROUGH OF MIDLAND PARK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Midland Park" 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 Midland Park 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 Midland Park the services of a licensed sewer operator, and

WHEREAS, Midland Park has adopted Resolution # 06-A, which authorizes Midland Park 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 Midland Park and the NBCUA for the purpose of defining and specifying the obligations of the parties and the Borough of Midland Park and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both the Borough of Midland Park 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 agreement between the Borough of Midland Park and NBCUA for the services of a licensed sewer operator. The commencement date shall be October 11, 2019.

3. The NBCUA shall provide the following services to the Borough of Midland Park:

A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Midland Park.

4. In consideration for the services to be rendered by the NBCUA to Midland Park, pursuant to Paragraph 3 above, the Borough of Midland Park shall pay the NBCUA four (4) equal installments of \$800.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$3,200.00

5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.

6. 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.

7. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Midland Park. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Midland Park, as applicable.

8. The NBCUA will provide a certificate of insurance designating Midland Park as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.

9. Midland Park 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 Midland Park, its agents, servants or employees.

10. The effective date of this Agreement shall be October 11, 2019 and the expiration shall be October 10, 2020, unless the agreement is terminated pursuant to paragraph 5 above.

11. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

12. 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 MIDLAND PARK

Wendy Martin, R.M.C.
Borough Clerk

By: Ham Shattary Jr

Date: September 26, 2019

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
CHAIRMAN

Date: _____

**BOROUGH OF MIDLAND PARK
RESOLUTION #006-19
JANUARY 3, 2019
REORGANIZATION**

Appointments for Borough Professional Services for 2019- Non Pay to Play

WHEREAS, a need exists for professional services for the Borough of Midland Park for the calendar year 2019 and

WHEREAS, funds are available for such services and have been properly appropriated in the temporary Local Municipal Budget; and

WHEREAS, N.J.S.A. 40A:11-1, (Local Public Contracts Law) allows municipalities to contract for such professional services without the drawing of specifications for the receipt of competitive bids,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Midland Park that the following appointments for professional services for the year 2019 be and are hereby approved.

The appointment of the following professionals is hereby authorized and directed:

Stephen Puntasecca - Municipal Risk Manager
 N.W.B.C.U.A. - Licensed Sewer Operator Services
 Steve Rogut, Esq. - Bond Counsel
 (Rogut McCarthy Troy LLC)
 Northwest Regional - Health Services (Board of Health)
 Health Commission
 Izenberg Appraisal Associates – Borough Appraiser

BE IT FURTHER RESOLVED, by the Council of the Borough of Midland Park that aforementioned appointments for professional services be published in accordance with the Local Public Contracts Law.

Wendy Martin
 Wendy Martin, Acting Borough Clerk

Harry Shortway Jr.
 Harry Shortway Jr., Mayor

Member	Motion	Second	Aye	Nay	Abstain	Absent
Kamp			✓			
Iannone		✓	✓			
Kruis			✓			
DeLuca			✓			
Peet	✓		✓			
Sansone			✓			

This is to certify this document is a true copy of a Resolution passed and adopted on first reading by the Midlan Park Borough Council at a Meeting held on January 3, 2019.

Wendy Martin
 Wendy Martin, R.M.C.
 Borough Clerk

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 81-2019

Date: October 15, 2019

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE TOWNSHIP OF WYCKOFF**

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 Township of Wyckoff (the "Township") had entered into a Shared Service Agreement on November 1, 2017 with a termination date of October 31, 2019 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Township and perform daily monitoring of the Township's three (3) wastewater pump stations, 24 hours a day, 365 days per year 2) perform repairs, corrective actions and respond to pump station alarms during normal business and non-business hours; and

WHEREAS, the Township has adopted its Resolution No. 19-291 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 Township for a duration of two (2) years subject to the terms and conditions set forth in said agreement attached hereto.

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

1. The Authority agrees to enter into a Shared Services Agreement with the Township of Wyckoff for a duration of two (2) years to provide the services described in Paragraph 3 above; and

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2019 by and among:

THE TOWNSHIP OF WYCKOFF, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Wyckoff", 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 Township of Wyckoff 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 Wyckoff, the services of a licensed sewer operator, the daily monitoring of Wyckoff's three (3) wastewater stations, and any and all necessary repairs, 24 hours a day and 365 days per year; and

WHEREAS, Wyckoff has adopted Resolution # 2019-29th, which authorizes Wyckoff to enter into an agreement with the NBCUA, for the services of a licensed sewer operator, daily monitoring of Wyckoff's three wastewater stations, and repair service.

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

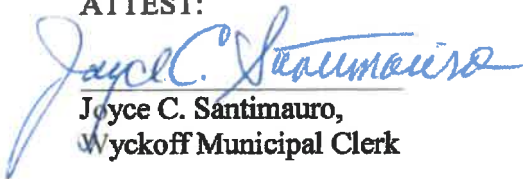
1. Pursuant to N.J.S.A. 40:8A-3 and N.J.S.A. 40:8A-4, both the Township of Wyckoff and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be **November 1, 2019**.
3. The NBCUA shall provide the following services to the Township of Wyckoff:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator of the Township of Wyckoff and perform the daily monitoring of Wyckoff's three wastewater pump stations, 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, 7:00 a.m. to 3:30 p.m.
 - 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, 3:31 p.m. to 6:59 a.m. 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 Wyckoff, pursuant to Paragraph 3 above, the Township of Wyckoff shall pay the NBCUA four (4) equal installments of \$6,600 on or before March 1st, June 1st, September 1st, and December 1st of each year, for a total annual compensation of \$26,400. In addition to aforementioned payments, if any repairs, corrective actions or responses are necessary, Wyckoff shall compensate the NBCUA at the rate of \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours with an annual increase of 1% on the 1st of January 2020 and every year thereafter for the duration of this Agreement. The NBCUA shall provide the Township of Wyckoff 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 Wyckoff within 15 days of receipt.
5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving at least twelve (12) months' written notice to the other party.
6. 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.
7. 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 Township Engineer and/or Township's Public Works Manager, for Wyckoff. 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.
8. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping station.
9. The NBCUA will provide a certificate of insurance designating Wyckoff as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.

10. Wyckoff 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 Wyckoff, its agents, servants or employees.
11. Wyckoff will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
12. The effective date of this Agreement shall be November 1, 2019 and the expiration shall be October 31, 2021, unless the agreement is terminated pursuant to paragraph 5 above.
13. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. 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:


Joyce C. Santimauro,
Wyckoff Municipal Clerk

Date:

ATTEST:

Alison Gordon
Secretary

Date:

TOWNSHIP OF WYCKOFF

By: 
Mayor

Thomas J. Madigan

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
Michael Kasparian, Chairman

**TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #19-291**

INTRODUCED: *Scanlan*

SECONDED: *Boonstra*

MEETING DATE: **October 2, 2019**

REFERENCE: **Authorize an Interlocal Services Agreement**

VOTE: BOONSTRA ✓ RUBENSTEIN ✓ SCANLAN ✓ SHANLEY ✓ MADIGAN ✓

WHEREAS, the State of New Jersey has encouraged municipalities to enter into agreements for the joint provision of local government services; and,

WHEREAS, the Township of Wyckoff and the Northwest Bergen County Utilities Authority (NWBUA) have researched the feasibility of entering into an agreement under the authority of the Interlocal Services Act for the NWBUA to provide Licensed Sewer Operator service, daily monitoring of the Township of Wyckoff's three (3) waste water stations and repair service, 24 hours a day, seven days a week, for the Township of Wyckoff, for a fee; and,

WHEREAS, this interlocal service was successfully and satisfactorily implemented from 2003 through 2019 and the parties desire to renew the Interlocal Services Agreement; and,

WHEREAS, the Chief Financial Officer has issued a Certificate of Available Funds indicating funds are available in the 2019 sewer utility budget account #19-07-55-500-554; and,

WHEREAS, in accordance with NJAC 5:30-5.5- this contract award is subject to the availability and appropriation annually of sufficient funds in succeeding years; and

WHEREAS, the Township of Wyckoff is desirous of entering into agreement with NWBUA; and,

WHEREAS, the Township Engineer and Public Works Manager recommend the Township Committee enter into this agreement.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Wyckoff that in accordance with NJSA 40:8A et. seq., (Interlocal Services Act), an Interlocal Service Agreement with the NWBUA is authorized for licensed sewer operator service, daily monitoring of the townships pump stations and repair services in accordance with the seven (7) year service agreement which is attached hereto.

BE IT FURTHER RESOLVED, that in accordance with NJSA 40:8A-4 a copy of this resolution and the Interlocal Services Agreement shall be available in the office of the Municipal Clerk for public inspection. Said agreement shall take effect on 11-1-2019.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND CORRECT COPY OF A RESOLUTION AS ADOPTED BY THE TOWNSHIP COMMITTEE ON OCTOBER 2, 2019.



JOYCE C. SANTIMAURO
MUNICIPAL CLERK

CERTIFICATION OF AVAILABILITY OF FUNDS

I, DIANA MCLEOD, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WYCKOFF, CERTIFY THAT ADEQUATE FUNDS HAVE BEEN APPROPRIATED IN THE 2019 BUDGET ACCOUNT - #19-07-55-500-554 AND IN ACCORDANCE WITH NJAC 5::30-5.5 THIS CONTRACT IS SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS IN SUCCEEDING YEARS..

DIANA MCLEOD
CHIEF FINANCIAL OFFICER

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 82-2019

Date: October 15, 2019

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF
BERGEN, DEPARTMENT OF HEALTH SERVICES**

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority"), through the provisions of NJSA 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, the Authority and the County of Bergen, Department of Health Services, (the "BCDHS") had entered into a Professional Agreement for the duration of January 1, 2018 to December 31, 2019 for the BCDHS to provide the above mentioned services; and

WHEREAS, the Authority desires to appoint and retain the BCDHS as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority; and

WHEREAS, the Authority desires to enter into a new Professional Agreement with the BCDHS for these services for a period of two years commencing January 1, 2020 and terminating December 31, 2021 at a rate of \$20.00 per employee per year.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the Authority is hereby authorized to enter into an agreement appointing and retaining the County of Bergen, Department of Health Services as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority for the fee as set forth above for the duration of January 1, 2020 to December 31, 2021; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

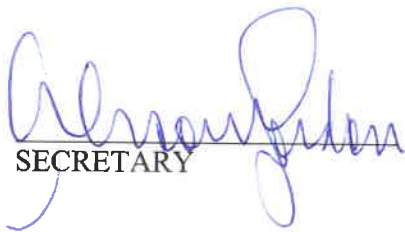
No. 82-2019

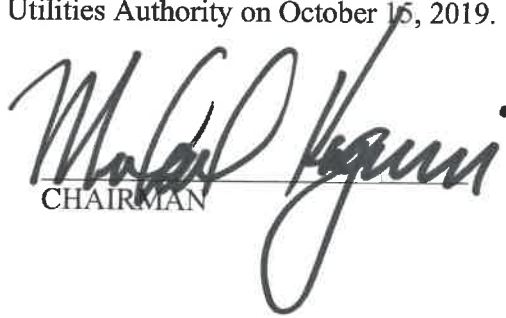
Date: October 15, 2019

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES

FURTHER RESOLVED, that the Executive Director of this Authority is hereby authorized to sign such contract.

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 October 15, 2019.


SECRETARY


CHAIRMAN

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



2020-2021

**BERGEN COUNTY DEPARTMENT
OF HEALTH SERVICES
AGREEMENT FOR BLOODBORNE
PATHOGEN PROGRAM
FOR THE
NORTHWEST BC UTILITIES
AUTHORITY (NBCUA)**

2020-2021
BLOODBORNE PATHOGEN PROGRAM PROFESSIONAL AGREEMENT
BETWEEN THE
NORTHWEST BC UTILITIES AUTHORITY (NBCUA)
AND
COUNTY OF BERGEN

THIS AGREEMENT made this _____ day of _____, 20__, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Northwest BC Utilities Authority (NBCUA) which has offices located at 30 Wyckoff Ave, Waldwick, County of Bergen State of New Jersey (hereinafter referred to as the "Government Entity").

WHEREAS, the Government Entity, through the provisions of N.J.S.A. 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, Bergen County Resolution # 909-19 as adopted by the Bergen County Board of Chosen Freeholders, dated September 4, 2019 authorizes the County Executive to Enter into an agreement with the Northwest BC Utilities Authority (NBCUA); and

WHEREAS, the BCDHS is experienced in the provision of Bloodborne Pathogen Compliance Programs;

NOW, THEREFORE, IT IS AGREED by and between the Government Entity and the BCDHS as follows:

- I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Government Entity.

- II. TERM.** The term of this Agreement shall commence on January 1, 2020 and shall continue in accordance with the terms and conditions of this Agreement, terminating on December 31, 2021.

- III. TERMINATION OF AGREEMENT.**
 - A.** The BCDHS may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the GOVERNMENT ENTITY.

- B. The Government Entity may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.
- C. The BCDHS may terminate this Agreement, at any time during the term thereof, if the Government Entity contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. This Agreement is an all-inclusive bloodborne package and the Government Entity cannot selectively remove services and claim a deduction for training with another independent contractor.
- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
- VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the GOVERNMENT ENTITY and the BCDHS.
- VII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Government Entity.

- X. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Government Entity.
- XII. INSURANCE.** Except as elsewhere provided herein, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Government Entity:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
 - B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
 - C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles; and
 - D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.

Failure by the BCDHS to supply such written evidence shall result in default;

The insurance companies for the above coverage must be licensed, solvent, and acceptable to the Government Entity. BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Government Entity approval. Maintenance of insurance under this section shall not relieve BCDHS of any liability greater than the insurance coverage.

- XIII. INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Government Entity. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.
- XIV. INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Government Entity from any and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Government Entity, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Government Entity, and the BCDHS shall hold the Government Entity harmless from same;

The Government Entity, shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the Government Entity, its employees and agents, in connection with all activities undertaken by the Government Entity pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or omission of the Government Entity, shall not be the responsibility of the BCDHS, and the Government Entity shall hold the BCDHS harmless from same;

XVI. OWNERSHIP OF RECORDS.

- A. All records and data of any kind relating to the Government Entity shall belong to the Government Entity, and shall be surrendered to the Government Entity upon expiration of the term covered by this Agreement or other termination of this Agreement;
- B. BCDHS will maintain training records for periodic electronic transfer to Government Entity. The Government Entity will then maintain the electronically transferred training records for three (3) years from the training date as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard.
- C. Information released to the BCDHS by the Government Entity for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVII. NOTICE. Notice under this Agreement shall be sent to:

County of Bergen, Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07652

and

Northwest BC Utilities Authority (NBCUA)
30 Wyckoff Ave
Waldwick, NJ 07463

XVIII. SERVICES.

The BCDHS agrees to provide the following services:

- A. Identify and provide a Bloodborne Pathogen Compliance Coordinator to serve as the primary contact to the Government Entity for program oversight.
- B. Provide and conduct Bloodborne Pathogen Training to all employees at risk for occupational exposure to bloodborne pathogens. These trainings will occur through the BCDHS online program and supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ.

- C. Assure the online training course and supplemental live trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
- D. Provide the electronic record keeping for the Government Entity and periodically forward updated rosters to the Government Entity's bloodborne pathogen contact person. This electronic record will list trained employees, those still in need of training and the Hepatitis B Vaccine status of each participant.
- E. Administer the Hepatitis B Vaccine and, if indicated, provide post vaccine antibody titer-test follow up. Clinic site and schedule to be determined by the BCDHS. Training must be completed prior to vaccination.
- F. Provide Exposure Control Plan development and updating for each Government Entity.
- G. Provide guidance and resources as needed to assist the Government Entity in overall program implementation including best work practices, personal protective equipment and engineering controls.
- H. Provide post exposure support, guidance, and counseling.
- I. Conduct site visits upon request by Government Entity to assure compliance with the NJ PEOSH Standard.

The Government Entity agrees to comply with the following:

- A. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contract for the BCDHS.
- B. Provide follow up of employees in need of training or in need of Hepatitis B Vaccine scheduling as per roster generated by the BCDHS.
- C. Maintain the electronic records for Bloodborne Pathogen training and Hepatitis B vaccination forwarded by the BCDHS according to the NJ PEOSH Standard.

XIX. COMPENSATION. (Two Elements)

- A. The BCDHS shall provide an all-inclusive bloodborne package:
 1. Annual online training access for all designated at-risk employees
 2. Supplemental classroom trainings at One Bergen County Plaza
 3. The electronic record-keeping for the Government Entity
 4. Monitoring and follow up for NJ PEOSH compliance
 5. Hepatitis B vaccination administration
 6. Hepatitis B post-vaccine antibody testing follow up if applicable
 7. Exposure Control Plan development and updates
 8. Post-exposure guidance and counseling.
- B. The Government Entity shall pay \$20.00 per each trained employee for these above mentioned ALL-INCLUSIVE Bloodborne Pathogen services.

The Government Entity shall pay the BCDHS \$67.00 per dose of Hepatitis B Vaccine, the at-cost vaccine price, administered by BCDHS. The three (3) dose series cost per participant will be \$201.00. The Government Entity will be responsible for payment of lab fees if titer-testing is indicated.

The BCDHS shall invoice the Government Entity for trainings and vaccinations according to the following schedule:

- i. Bloodborne Pathogen vaccinations and training rendered January 1, 2020 - May 31, 2020 will be invoiced June of 2020 with payment due by July 1, 2020.
- ii. Bloodborne Pathogen vaccinations and training rendered June 1, 2020 - October 31, 2020 will be invoiced in November of 2020 with payment due by December 1, 2020.
- iii. Bloodborne Pathogen vaccinations and training rendered November 1, 2020 - December 31, 2020 will be invoiced in January of 2021 with payment due by February 1, 2021.
- iv. Bloodborne Pathogen vaccinations and training rendered January 1, 2021 - May 31, 2021 will be invoiced June of 2021 with payment due by July 1, 2021.
- v. Bloodborne Pathogen vaccinations and training rendered June 1, 2021 - October 31, 2021 will be invoiced in November of 2021 with payment due by December 1, 2021.
- vi. Bloodborne Pathogen vaccinations and training rendered November 1, 2021 - December 31, 2021 will be invoiced in January of 2022 with payment due by February 1, 2022.

All invoicing is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

XX. SPECIAL SERVICES RELATING TO COMPENSATION. The compensation or service fee set forth in Section XIX of this Agreement includes the following special provisions:

- A. All educational, administrative and support staff necessary to fulfill the duties and responsibilities of BCDHS outlined in this Agreement;
- B. All software and hardware supplied by the BCDHS used to manage the Government Entity's program are understood as being and shall remain the property of the BCDHS. All data and records pertaining to the Government Entity activities of the Government Entity shall however be the property of the Government Entity. A complete and current copy of all such data and records shall be supplied upon the request of the Government Entity.

XXI. BCDHS REPRESENTATIVE. BCDHS's designated representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification to the Government Entity.

IN WITNESS WHEREOF, the parties herto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose

NORTHWEST BC UTILITIES AUTHORITY (NBCUA)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose

SIGNATURES BELOW:

PLEASE PLACE GOVERNMENT ENTITY SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

AUTHORIZED SIGNATURE:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

AUTHORIZED SIGNATURE:

By: _____

By: _____

**James J. Tedesco III County Executive or
Julien X. Neals, Acting County Administrator**

Date: _____

Date: _____

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2019

Date: October 15, 2019

**AUTHORIZATION TO INCREASE THE BUDGET OF T&M ASSOCIATES FOR THE
ENGINEERING RELATED TO THE AERATION BLOWER AND WASTE SLUDGE
PUMPING IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 94-2015 (the “Original Resolution”) dated November 10, 2015, the Authority retained T&M Associates (the “Engineering Firm”) to provide engineering services related to the Aeration Blower and Waste Sludge Pumping Improvements Project (the “Project”) for Contract Administration and Resident Inspection 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 \$170,000 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 requested an increase of \$56,670 due to various tasks related to the Project, making the not-to-exceed budget \$226,670; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available for the increased cost of engineering services related to the Project.

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 \$226,670 for engineering services related to the Aeration Blower and Waste Sludge Pumping Improvements Project.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

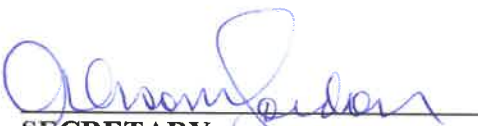
No. 83-2019

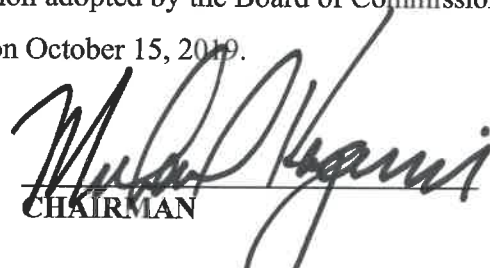
Date: October 15, 2019

AUTHORIZATION TO INCREASE THE BUDGET OF T&M ASSOCIATES FOR THE ENGINEERING RELATED TO THE AERATION BLOWER AND WASTE SLUDGE PUMPING IMPROVEMENTS PROJECT

2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. Notice of this amendment shall be published in accordance with applicable law.
4. This Resolution shall take effect immediately.

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 October 15, 2019.


SECRETARY


CHAIRMAN

Recorded Vote:

	Bonagura	Duch	Kelاهر	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:

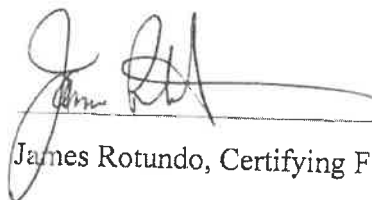
CONTRACT: Professional Services – Engineering Services related to the Aeration Blower and Waste Sludge Pumping Improvements

VENDOR: T&M Associates

AMOUNT: \$56,670.00

ACCOUNT NO.: 7000-6620

Date: October 15, 2019


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2019

Date: October 15, 2019

AUTHORIZATION TO INCREASE THE BUDGET OF T&M ASSOCIATES FOR THE ENGINEERING RELATED TO THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT

WHEREAS, by Resolution No. 77-2018 (the “Original Resolution”) dated July 16, 2018, the Authority retained T&M Associates (the “Engineering Firm”) to provide engineering services related to the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project (the “Project”) related to Planning, Design, Bidding, Contract Administration and Resident Inspection 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 \$54,000 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, by Resolution 113-2018, the Authority authorized to amend the Original Resolution and Professional Services Agreement to increase engineering costs to \$109,500; and

WHEREAS, the Engineering Firm has requested an additional increase of \$17,000 due to various tasks related to the Project, making the not-to-exceed budget \$126,500; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available for the increased cost of engineering services related to the Project.

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 \$126,500 for engineering services related to the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2019

Date: October 15, 2019

AUTHORIZATION TO INCREASE THE BUDGET OF T&M ASSOCIATES FOR THE ENGINEERING RELATED TO THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT

2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. Notice of this amendment shall be published in accordance with applicable law.
4. This Resolution shall take effect immediately.

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 October 15, 2019.


SECRETARY


CHAIRMAN

Recorded Vote:

	Bonagura	Duch	Kelaher	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:

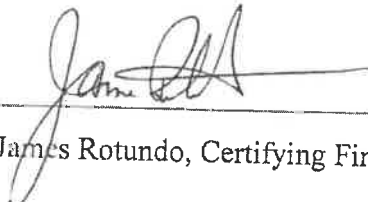
CONTRACT: Professional Services – Engineering Services related to the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project

VENDOR: T&M Associates

AMOUNT: \$17,000.00

ACCOUNT NO.: 7000-6620

Date: October 15, 2019



James Rotundo, Certifying Finance Officer

