

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and in consideration of Executive Order No. 103, issued by Governor Murphy on March 9, 2020 declaring a State of Emergency and a Public Health Emergency in the State of New Jersey, the Northwest Bergen County Utilities Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the Northwest Bergen County Utilities Authority Work Session and Regular Meeting scheduled for Tuesday, March 16, 2021 at 7:00 p.m. will be held via Zoom ONLY. Formal action will be taken. The agendas will be placed on the Northwest Bergen County Utilities Authority website, nbcua.com, at least 48 hours prior to the meeting. Members of the public who wish to participate in the meeting may do so by going to Zoom.us and entering the meeting ID of 845 7786 3247 and followed by the passcode 019386 at 7:00 P.M. Members of the public may also access the meeting by dialing in at 1-646-558-8656, and then following the prompts to input the meeting ID and passcode. Phone service provider rates may apply. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. A non-public dial in number will be used if executive session is required.

Alison Gordon, Secretary
Northwest Bergen County
Utilities Authority

March 12, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING March 16, 2021

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Appointment of Committees for 2021
6. Approval of Minutes – Reorganization Meeting – February 16, 2021
7. Public Comments (any subject)
8. Consideration for approval list of Resolutions attached dated March 16, 2021
9. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
10. Report of Treasurer
11. Report of General Counsel
12. Report of Consulting Engineer
13. Report of Executive Director
14. Report of Authority Engineer
15. Report of Superintendent
16. Old Business
17. New Business
18. Public Comments (on subjects 4 through 17)
19. Adjournment

March 12, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTIONS

MARCH 16, 2021

CONSENT AGENDA

- 32-2021 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 33-2021 Resolution to Rescind Resolutions 18-2021, 24-2021, 25-2021
- 34-2021 Qualification of Individuals/Firms for Provision of Legal Services
- 35-2021 Retention of General Counsel for 2021 pursuant to NJSA 19:44A-20.4
- 36-2021 Retention of Labor Counsel for 2021 pursuant to NJSA 19:44A-20.4
- 37-2021 Salary Action for Non-Collective Bargaining Unit Employees for 2021
- 38-2021 Authorization to amend the Not-to-Exceed Amount of a Professional Services Agreement with RSC Architects
- 39-2021 Approving Change Order No. 2 for Contract No. 273 – Wastewater Treatment Plant Improvements Project
- 40-2021 Authorization to Award Contract – Furnishing and Delivery of liquid grade organic polymer for a duration of 2 years
- 41-2021 Authorization to Award Contract No. 289 – Disposal of Incinerator Ash for a duration of 2 years
- 42-2021 Authorization to enter into an Agreement with the Passaic Valley Sewerage Commission for the acceptance of liquid waste on an emergency basis
- 43-2021 Authorization to renew a Shared Services Agreement with the Borough of Allendale

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 32-2021

Date: March 16, 2021

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 February 2021 and Health Benefits and Dental Benefits transfers for March 2021; 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 March 16, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$335,185.44

ACCOUNT: Tax Deposit Account
Total: \$146,879.53

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$118,046.33

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,766.37

ACCOUNT: Dental Benefits
Total Transfer: \$4,370.61

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 32-2021

Date: March 16, 2021

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

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$31,072.04

ACCOUNT: PERS Employer Liability Annual Contribution

Total Transfer: \$586,570.68

ACCOUNT: Operating Account

Total: \$271,739.93

ACCOUNT: General Improvement Account

Total: \$253,408.14

SECRETARY

CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 33-2021

Date: March 16, 2021

RESOLUTION TO RESCIND RESOLUTIONS 18-2021, 24-2021, 25-2021

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) on February 16, 2021 authorized the approval of qualifying firms for the Authority’s 2021 Legal Services and for the appointment resolutions for General Counsel and Labor Counsel for 2021 by Resolution Nos. 18-2021, 24-2021 and 25-2021; and

WHEREAS, Michael Kasparian, Chairman of the Authority, is conflicted with respect to Resolution Nos. 18-2021, 24-2021 and 25-2021 and had erroneously voted to approve Resolution Nos. 18-2021, 24-2021 and 25-2021; and

WHEREAS, the Authority desires to rescind Resolution Nos. 18-2021, 24-2021 and 25-2021 and to authorize the re-vote of the aforementioned appointment Resolutions on March 16, 2021; and

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

1. Resolution No. 18-2021, authorizing the qualifying of firms of Legal Services 2021 is hereby rescinded.
2. Resolution No. 24-2021 authorizing the appointment of the General Counsel 2021 is hereby rescinded.
3. Resolution No. 25-2021 authorizing the appointment of Labor Counsel is hereby rescinded.
4. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 34-2021

Date: March 16, 2021

QUALIFICATION OF INDIVIDUALS/FIRMS FOR PROVISION OF LEGAL SERVICES

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.4 with respect to the retention of the following professional:

LEGAL SERVICES 2021

WHEREAS, the Authority issued a Request for Qualifications for such position and notice thereof was published on January 15, 2021; and

WHEREAS, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of February 9, 2021 from the following Individuals/Firms:

- Eric M. Bernstein & Associates – Warren, NJ
- Bern Root, LLC – Englewood, NJ
- Weiner Law Group, LLP – Parsippany, NJ

and;

WHEREAS, the Authority convened to evaluate the Request for Qualifications; and

WHEREAS, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

WHEREAS, the Authority intended to qualify persons and/or firms that: (i) possessed the professional, financial and administrative capabilities to provide the proposed legal services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority’s service area; and

WHEREAS, pursuant to Section 5 of the Authority’s Request for Qualifications, the Authority’s objective was to select organizations or individuals that would provide high quality and cost effective services to the citizens served by the Authority; and

WHEREAS, pursuant to Section 5 of the Authority’s Request for Qualifications, the Authority applied its selection criteria and evaluated the proposals based upon the most advantageous submission, with the following factors being considered: (i) experience and reputation in the field; (ii) knowledge of the Authority and the subject matter addressed under the contract, (iii) availability to accommodate the required meetings of the Authority; and (iv) other factors demonstrated to be in the best interest of the Authority; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 34-2021

Date: March 16, 2021

QUALIFICATION OF INDIVIDUALS/FIRMS FOR PROVISION OF LEGAL SERVICES

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

1. The Authority hereby designates the following individuals/firms as qualified to provide Legal Services to the Authority:
 - Eric M. Bernstein & Associates – Warren, NJ
 - Bern Root, LLC – Englewood, NJ
 - Weiner Law Group, LLP – Parsippany, NJ

2. This Resolution shall take effect immediately upon adoption.

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 March 16, 2021.

SECRETARY

VICE-CHAIRMAN

Recorded Vote:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 35-2021

Date: March 16, 2021

RETENTION OF GENERAL COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.7 with respect to the retention of the following professional:

LEGAL SERVICES FOR 2021

WHEREAS, the Authority issued a Request for Qualifications for such position and notice thereof was published on **January 15, 2021**; and

WHEREAS, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of **February 9, 2021**; and

WHEREAS, the Authority convened to evaluate the Request for Qualifications; and

WHEREAS, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

WHEREAS, the Authority intended to qualify a person and/or firm that: (i) possessed the professional, financial and administrative capabilities to provide the proposed legal services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority’s service area; and

WHEREAS, by **Resolution 34-2021**, the Authority identified a number of firms as qualified to perform the legal services required by the Authority; and

WHEREAS, the firm of Bern Root, LLC (the “Firm”) is deemed to be highly qualified and capable of providing legal services to the Authority based upon the extensive experience of members and associates of the firm; and

WHEREAS, the Authority has determined that the Firm, shall provide professional legal services to the Authority, including all matters which, in the opinion of the Commissioners of the Authority, shall be referred to General Counsel, including, but not limited to the following:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 35-2021

Date: March 16, 2021

RETENTION OF GENERAL COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

- a. Attendance at work sessions, regular, special and emergency meetings of the Authority Commissioners, including meetings outside of Bergen County, at municipal offices, County offices, State government offices and non-governmental offices;
- b. Attendance at all other meetings which the Commissioners or Executive Director deem necessary that General Counsel attend;
- c. Attendance at all public hearings (budget, rates, plan amendments, amendments to Wastewater Rules and Regulations, etc.);
- d. Attendance at all Commissioners' standing committee meetings as requested;
- e. Consultation (in person and/or by telephone) with Commissioners, staff, department heads and Authority personnel requiring the performance of legal services relating to Authority matters;
- f. Representation in any and all regulatory proceedings before State agencies, including but not limited to the New Jersey Department of Environmental Protection and the Office of Administrative Law ('OAL');
- g. Consultation and legal services related to Open Public Records Act and Open Public Meetings Act compliance;
- h. Representation in any and all litigation in which the Commissioners authorize General Counsel to represent the Authority's interest(s);
- i. Research and preparation of legal opinions requested by the Commissioners, Executive Director or his designee, or initiated by General Counsel in the performance of requisite legal services on behalf of the Authority;
- j. Review of correspondence referred to General Counsel by the Commissioners, Executive Director, Authority staff or consultants, and preparation of correspondence initiated by General Counsel in the performance of General Counsel's requisite legal services on behalf of the Authority;
- k. Legal Services relating to the preparation and/or review of agreements, resolutions, bid specifications, bid proposals and contracts, as required by the Commissioners or the Authority's Executive Director, or his designee;
- l. Attention to non-routine contract issues as may be assigned by the Authority from time to time with respect to special projects;
- m. Any and all other matters for which the services of General Counsel are deemed necessary by the Commissioners of the Authority;
- n. Review and/or preparation of routine (i.e. transmittal) correspondence (excluding, e.g., legal opinions);
- o. Preparation of monthly synopsis of General Counsel's legal services performed on behalf of the Authority

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 35-2021

Date: March 16, 2021

RETENTION OF GENERAL COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

- p. Upon receipt, review of draft meeting minutes of work session, regular, special, and emergency meeting minutes of the Authority Commissioners;
- q. Review certification of meeting minutes of the Authority subject to the approval of the Bergen County Executive pursuant to N.J.S.A. 40:14B-14(b);
- r. Preparation and review of public bidding specifications for compliance with Local Public Contracts Law;
- s. Drafting and preparation of Authority Resolutions as requested and review of all in-house prepared Resolutions;
- t. Review and interpretation of contracts, resolutions and other legal documents as required to ensure the proper conduct of the Authority;
- u. Provide legal advice when required that deal with day-to-day operation of the Authority;
- v. Consultation with Board officers and staff, in person, or by telephone, when required;
- w. Attend to matters involving municipal relations and issues involving the Department of Environmental Protection and other State and Federal Agencies.

WHEREAS, the Firm's rates for performing these legal services shall be \$150 per hour;
and

WHEREAS, the Authority's Certifying Finance Officer has certified that funds are available for the award of a professional services agreement with the Firm.

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

1. The Authority hereby retains the firm of Bern Root, LLC for the twelve-month term commencing on the date of this resolution.
2. The Executive Director of the Authority is hereby authorized to execute the Professional Services Agreement required for execution and delivery by the Authority and the professional, with compensation to the professional in an amount not to exceed **\$75,000**.
3. In the event that the Firm anticipates it will exceed the amount set forth herein, it shall seek further authorization from the Authority at such time.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 35-2021

Date: March 16, 2021

RETENTION OF GENERAL COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

4. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
5. Notice of the contract award shall be advertised in accordance with applicable law.
6. This Resolution shall take effect immediately upon adoption.

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 March 16, 2021.

SECRETARY

VICE-CHAIRMAN

Recorded Vote:

	Bonagura	Duch	Jordan	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: General Counsel for 2021

VENDOR: Bern Root, LLC

AMOUNT: \$75,000

ACCOUNT NO.: 2100/4020

Date: February 16, 2021



James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 36-2021

Date: March 16, 2021

RETENTION OF LABOR COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.7 with respect to the retention of the following professional:

LEGAL SERVICES FOR 2021

WHEREAS, the Authority issued a Request for Qualifications for such position and notice thereof was published on **January 15, 2021**; and

WHEREAS, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of **February 9, 2021**; and

WHEREAS, the Authority convened to evaluate the Request for Qualifications; and

WHEREAS, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

WHEREAS, the Authority intended to qualify persons and/or firms that (i) possessed the professional, financial and administrative capabilities to provide the proposed legal services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority’s service area; and

WHEREAS, by **Resolution 34-2021** the Authority identified a number of Individuals/Firms as qualified to perform Legal Services required by the Authority; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 36-2021

Date: March 16, 2021

RETENTION OF LABOR COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

WHEREAS, the Authority requires the services of Labor Counsel to provide specific legal services to the Authority; and

WHEREAS, the firm of Eric M. Bernstein & Associates, LLC (the “Firm”) was determined to be highly qualified and capable of providing these legal services to the Authority; and

WHEREAS, the Authority has determined that it is in its best interest to retain the Firm as Labor Counsel as set forth in this Resolution; and

WHEREAS, the services to be rendered will be compensated at the following Hourly Rates as presented in the Proposal submitted to the Authority:

- Hourly Rate for all standard service including negotiations, advice, preparation of contracts or agreements, disciplinary investigations and proceedings and other non-litigation services: **\$135.00 per hour**
- Hourly Rate for Paralegals when requested and authorized: **\$ 60.00 per hour; and**

WHEREAS, the compensation to the Firm for the rendering of labor counsel services will not exceed \$15,000 without prior authorization; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available for the award of a professional services agreement with the Firm.

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

1. The Authority hereby retains Eric M. Bernstein & Associates for the twelve-month term commencing on the Resolution date.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 36-2021

Date: March 16, 2021

RETENTION OF LABOR COUNSEL FOR 2021 PURSUANT TO N.J.S.A. 19:44A-20.4

2. The Authority shall enter into a professional services agreement for the aforementioned for execution and delivery by the Authority and the professional, with compensation to the professional in an amount not to exceed \$15,000.
3. The Executive Director of the Authority is hereby authorized to execute the aforementioned professional services agreement on behalf of the Authority.
4. In the event that the Firm anticipates it will exceed the amount set forth, it shall seek further authorization from the Authority at such time.
5. The Certifying Finance Officer's Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
6. Notice of the contract award shall be advertised in accordance with applicable law.
7. This Resolution shall take effect immediately upon adoption.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Commissioners of the Authority on **March 16, 2021**.

VICE-CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Duch	Jordan	Kelahr	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: Labor Counsel for 2021

VENDOR: Eric M. Bernstein & Associates, LLC

AMOUNT: \$15,000

ACCOUNT NO.: 2100/4020

Date: February 16, 2021


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 37-2021

Date: March 16, 2021

SALARY ACTION FOR NON-COLLECTIVE BARGAINING UNIT EMPLOYEES FOR 2021

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) is a public body corporate and politic of the State of New Jersey incorporated pursuant to N.J.S.A.40:14B-1 et seq., and

WHEREAS, pursuant to N.J.S.A.40:14B-18, the Authority may appoint and employ managerial personnel, professional employees, secretaries and other personnel as it may determine are necessary for its efficient operations and may determine their duties and compensation; and

WHEREAS, the Executive Director prepared salary recommendations for the non-collective bargaining unit employees; and

WHEREAS, it has recommended that a salary increase be granted for 2021 to the non-collective bargaining unit employees, which salary and resulting salary levels are set forth in the 2021 Salary Schedule attached hereto as Exhibit A; and

WHEREAS, it is further recommended that the aforesaid salary increases for the non-collective bargaining unit employees be retro-active to January 1, 2021.

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

1. The salary increases set forth in Exhibit A attached hereto be and hereby are granted for the year 2021 to the non-collective bargaining unit employees.
2. The said salary increases, be retro-active to January 1, 2021.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 37-2021

Date: March 16, 2021

SALARY ACTION FOR NON-COLLECTIVE BARGAINING UNIT EMPLOYEES FOR 2021

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 March 16, 2021.

SECRETARY

CHAIRMAN

Recorded Vote:

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

Northwest Bergen County Utilities Authority

2021 Budget Salaries

Employee Name	Job Title	Current Annual Salary	Proposed Increase, \$	2021 Budget Salary, \$
Agugliaro, Andrew	IT Technical Advisor/Incinerator Supervisor	\$89,735	\$2,243	\$ 91,978
Brewer, Samuel	Technical Advisor	\$84,074	\$2,102	\$ 86,176
Fabbricatore, Nick	Operations Supervisor	\$93,636	\$2,809	\$ 96,445
Eletto, William	Maintenance Supervisor	\$97,619	\$2,929	\$ 100,547
Genetelli, Robert	Superintendent	\$153,875	\$3,847	\$ 157,722
Kacmar, Russell	Laboratory Supervisor	\$100,678	\$2,517	\$ 103,195
Lerch, Alex	Electrical Supervisor	\$94,291	\$2,829	\$ 97,120
Walker, Edwin	Collections Supervisor	\$87,360	\$2,621	\$ 89,981
Carroll, John	Administrator of Security Operations	\$65,000	\$1,625	\$ 66,625
DeRienzo, John	Municipal Liaison	\$80,115	\$2,003	\$ 82,118
Gordon, Alison	Administrative Assistant	\$90,352	\$2,711	\$ 93,062
Hurwitz, Howard	Engineer	\$92,820	\$0	\$ 92,820
Sullivan, Maureen	Secretary	\$53,000	\$0	\$ 53,000
LiGregni, Noel	Secretary	\$55,998	\$1,680	\$ 57,678
Oratio, Melissa	Bookkeeper	\$62,000	\$2,170	\$ 64,170
Rotundo, James	Executive Director	\$155,000	\$0	\$ 155,000
Danubio, John	Assistant Executive Director	\$88,150	\$2,645	\$ 90,795
TOTAL		\$ 1,543,703	\$ 34,729	\$ 1,578,432

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 38-2021

Date: March 16, 2021

**AUTHORIZATION TO AMEND THE NOT-TO-EXCEED AMOUNT OF A
PROFESSIONAL SERVICES AGREEMENT WITH RSC ARCHITECTS**

WHEREAS, by Resolution No. 89-2020 (the “Original Resolution”) dated October 20, 2020, Northwest Bergen County Utilities Authority (the “Authority”) retained RSC Architects (the “Firm”) to provide architectural services to the Authority; and

WHEREAS, the Original Resolution provides for the Firm’s compensation to be capped at \$25,000; and

WHEREAS, by Resolution 100-2020 dated December 8, 2020, the Authority amended the not to exceed cost to the firm, increasing the amount to \$27,825 for the Pre-design and the Schematic Design in connection to the addition to the vehicle storage building and the interior alterations to the services building; and

WHEREAS, the Firm has submitted to the Authority a revised proposal for architectural services in connection to the addition to the vehicle storage building; and

WHEREAS, after review of the revised proposal the Authority finds it to be in the best interest to increase the not to exceed amount to the firm to \$34,075 for the Pre-Design and Schematic Design in connection to the addition to the vehicle storage building and the interior alterations to the services building; and

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

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

1. The Original Resolution and Professional Services Agreement retaining RSC Architects be amended to increase the not to exceed amount to \$34,075 for architectural services related to the pre-design and schematic design for an addition to the vehicle storage building and interior alterations to the services building.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. In the event that the firm anticipates it will exceed the amount set forth above, it shall seek further authorization from the Authority at such time.
4. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.

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:

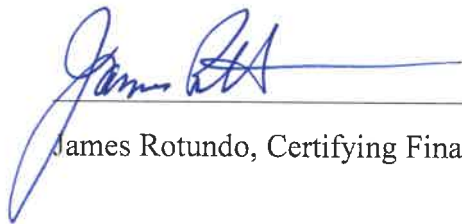
CONTRACT: Professional Services – Architectural Services

VENDOR: RSC Architects

AMOUNT: \$34,075

ACCOUNT NO.: 7000/6620

Date: March 16, 2021


James Rotundo, Certifying Finance Officer

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Northwest Bergen County Utilities Authority	2. PROJECT NO. S340700-16	3. CONTRACT NO. NBCUA No. 273	4. MODIFICATION NO. CM-02
5. TO (CONTRACTOR) Rapid Pump & Meter Service Co. Inc. 285 Straight Street Paterson, NJ 07509		6. PROJECT LOCATION AND DESCRIPTION Wastewater Treatment Plant Improvements- Borough of Waldwick, NJ	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

_____ Date Howard Hurwitz, Authority Engineer _____ Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:



- Reduction of Item #9 "Roof Metal Deck Replacement" as the work was not required.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
9.	Replace Metal Decking on Roof as needed and Directed by the Engineer	-\$12.00	420	-\$5040.00

TOTAL COST OF THIS MODIFICATION - \$5,040.00 _____

The contract time is hereby: increase decrease or remains the same by 214 calendar days as a result of this modification. The new Contract Completion Date: February 8, 2021.


The ~~proposed~~ modification is hereby accepted:

 CONTRACTOR	OWNER BY: Howard Hurwitz	(NJPE SEAL)	 ENGINEER BY: Nicholas Rotonda, PE
DATE: _____	DATE: _____		DATE: _____

APPROVAL:

_____ STATE OF NEW JERSEY _____ DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Northwest Bergen County Utilities Authority	10. PROJECT NO. 340700-16	11. CONTRACT NO. #273	12. MODIFICATION NO. CM-02
13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) Item #9 Not required			
NET INCREASE \$ _____	NET DECREASE \$ <u>5,040.00</u>	CALENDER DAYS INCREASE <u>214</u> DAYS	
DATE:	TYPE NAME AND TITLE: Steve Kulcsar, Director of Contracts	SIGNATURE: 	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Northwest Bergen County Utilities Authority S340700-16	15. CONTRACT NO. NBCUA No. 273	16. MODIFICATION NO. CM-01
17. ORIGINAL CONTRACT BID PRICE \$ 3,232,450.00 TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>639,321.34</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>3,866,731.34</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: Item #9 was not needed based on existing field conditions and removed from the contract. Adjust the contract completion date to reflect the actual completion date of February 8, 2021.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : No negotiations were necessary as the cost for this item was removed based on pricing original bid.		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Howard Hurwitz, Authority Engineer	SIGNATURE:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 40-2021

Date: March 16, 2021

AUTHORIZATION TO AWARD CONTRACT – FURNISHING AND DELIVERY OF LIQUID GRADE ORGANIC POLYMER FOR A DURATION OF TWO YEARS

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority advertised on February 5, 2021 for the furnishing of a liquid grade organic polymer (Polymer) to serve as a flocculating aid for improving the separation of solid particles suspended in wastewater sludge by Belt Filter Press and Disk Thickener for a time period not to exceed two (2) years; and

WHEREAS, on February 25, 2021, the date specified for the public opening and reading of the bids for the polymer contract, one (1) bid was received; and

WHEREAS, Polydyne, Inc. submitted a bid price of:

- For Clarifloc EA-192 polymer for the belt filter press: \$0.148/Lb.
- For Clarifloc C-9530 polymer for the disk thickener: \$1.18/Lb.

WHEREAS, the Authority’s General Counsel has reviewed the bid of Polydyne, Inc. and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A.40A:11-1 et seq.; and

WHEREAS, the Authority’s technical advisor has reviewed the bid of Polydyne, Inc. and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Polydyne, Inc.; and

WHEREAS, it has been certified by the Authority’s Certifying Financial Officer that there are funds available for the award of this contract to Polydyne, Inc.; and

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority the following:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 40-2021

Date: March 16, 2021

AUTHORIZATION TO AWARD CONTRACT – FURNISHING AND DELIVERY OF LIQUID GRADE ORGANIC POLYMER FOR A DURATION OF TWO YEARS

1. The bid of Polydyne, Inc. for the price of Clarifloc EA-192 polymer for the belt filter press: \$0.148/Lb; and for Clarifloc C-9530 polymer for the disk thickener: \$1.18/Lb. for a period of two (2) years be and is hereby accepted.
2. In all respects relating to the performance of the polymer Contract hereby awarded, Polydyne, Inc. is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts.
3. The Executive Director of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Polydyne, Inc.
4. Notice of the contract award shall be advertised in accordance with applicable law.

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 March 16, 2021.

CHAIRMAN

SECRETARY

Recorded Vote:

	Bonagura	Duch	Jordan	Kelahr	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:

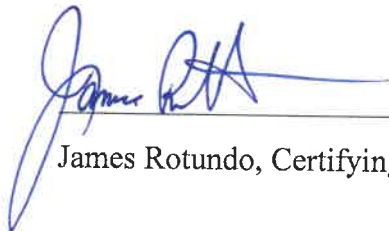
CONTRACT: Furnishing and Delivery of Liquid Grade Organic Polymer for a duration of 2 years

VENDOR: Polydyne, Inc.

AMOUNT: \$0.148/lb for Clarifloc EA-192 polymer for the belt filter press
\$1.18/lb for Clarifloc C-9530 polymer for the disk thickener

ACCOUNT NO.: 5000/6320

Date: March 16, 2021


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 41-2021

Date: March 16, 2021

AWARD BID – CONTRACT NO. 289 – DISPOSAL OF INCINERATOR ASH

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS on February 16, 2021, the Authority advertised for a two (2) year contract for Contract No. 289 – Disposal of Incinerator Ash; and

WHEREAS, on March 9, 2021, the date specified for the public opening and reading of the bids for Contract No. 289 – Disposal of Incinerator Ash, five (5) bids were received; and

WHEREAS, Environmental Protection & Improvement Company, LLC contained in their bid a price of:

\$113.94 per ton for the existing amount of ash
\$113.94 per ton for future accumulated ash; and

WHEREAS, the Authority's General Counsel has reviewed the bid of Environmental Protection & Improvement Company, LLC and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, the Authority's technical advisor has reviewed the bid of Environmental Protection & Improvement Company, LLC and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Environmental Protection & Improvement Company, LLC; and

WHEREAS, it has been certified by the Authority’s Certifying Financial Officer that there are funds available for the award of this contract to Environmental Protection & Improvement Company, LLC; and

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

1. The bid of Environmental Protection & Improvement Company, LLC located at 227 Route 206, Building 1, 2nd floor, Flanders, NJ 07836, for Contract No. 289 – Disposal of Incinerator Ash be and the same is hereby accepted at the cost of \$113.94 per ton for existing and future accumulated ash for a period of two (2) years.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 41-2021

Date: March 16, 2021

AWARD BID – CONTRACT NO. 289 – DISPOSAL OF INCINERATOR ASH

2. In all respects relating to the performance of Contract No. 289 hereby awarded to Environmental Protection & Improvement Company, LLC is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts.
3. The Executive Director of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Environmental Protection & Improvement Company, LLC.
4. Notice of the contract award shall be advertised in accordance with applicable law.

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 March 16, 2021.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Duch	Jordan	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:

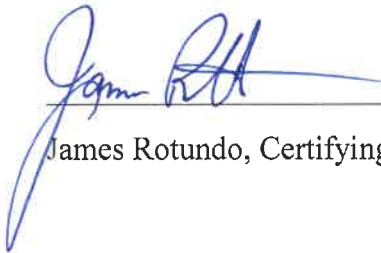
CONTRACT: Contract No.289 – Disposal of Incinerator Ash

VENDOR: Environmental Protection & Improvement Company, LLC

AMOUNT: \$113.94 per ton of existing and future Ash

ACCOUNT NO.: 5000/6340

Date: March 16, 2021



James Rotundo, Certifying Finance Officer

THOMAS TUCCI, JR
Chairman

LUIS A. QUINTANA
Vice Chairman

ELIZABETH CALABRESE
JOHN J. COSGROVE
MILDRED C. CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
BRENDAN MURPHY
Commissioners



"Protecting Public Health and the Environment"

600 Wilson Avenue
Newark, NJ 07105
P (973) 344-1800 F (973) 334-2951
www.pvsc.com

GREGORY A. TRAMONTOZZI
Executive Director

MATTHEW F. MURRAY
Clerk

MICHAEL D. WITT, ESQ.
General Counsel

**AGREEMENT
(Non-Categorical) 3/8/21**

Northwest Bergen County Utilities Authority

THIS AGREEMENT made this _____ day of _____, 2021

BETWEEN: THE PASSAIC VALLEY SEWERAGE COMMISSION, public corporation of the State of New Jersey (hereinafter referred to as "PVSC");

AND: Northwest Bergen County Utilities Authority
30 Wyckoff Avenue, P.O. Box 255
Waldwick, NJ 07463

(hereinafter referred to as the "CUSTOMER").

W I T N E S S E T H:

WHEREAS, PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey, generally referred to as the PVSC Wastewater Treatment Plant; and

WHEREAS, the PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities; and

WHEREAS, the CUSTOMER, is a Generator of a sludge and desires to have the waste treated and disposed of by PVSC; and

WHEREAS, PVSC is agreeable to treatment and disposal of the waste of the CUSTOMER subject to certain terms and conditions including terms for the fixing of fees for treatment and disposal of the waste and other related matters;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

The CUSTOMER agrees to deliver its non-hazardous waste at no cost to PVSC to the point of connection to PVSC's system, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its waste, the hauler must be approved by PVSC pursuant to its procedures. If CUSTOMER is not the generator of the waste being delivered to PVSC pursuant to this Agreement, CUSTOMER shall deliver to PVSC, prior to the delivery of any waste, an executed Consent of Generator the form of which is annexed hereto as Exhibit A. The non-hazardous waste shall meet all of the PVSC's standards, including the applicable sections of PVSC's Rules and Regulations, and it shall not be detrimental to PVSC's treatment plant. All waste streams shall be in compliance with PVSC limits as listed in Table A. The PVSC will accept the non-hazardous waste from the CUSTOMER subject to the limitations as set forth in Section 2 and the CUSTOMER will pay for the treatment of the waste in the amount and manner set forth hereinafter. The terms non-hazardous waste, and waste shall be deemed synonymous whenever they appear in this Agreement.

TABLE A

		GRAYWATER (mg/l) Local Limits Monthly Average Limit	SLUDGE (mg/kg) Pollutant Concentrations
Arsenic	As	N/A	41
Cadmium	Cd	N/A	39
Chromium	Cr	N/A	1200
Copper	Cu	3.98	1500
Lead	Pb	1.3	300
Mercury	Hg	0.06	17
Nickel	Ni	3.12	420
Selenium	Se	N/A	100
Zinc	Zn	3.81	2800

Section 2. TREATMENT OF THE CUSTOMER'S NON-HAZARDOUS WASTE AND SERVICE CHARGES TO BE LEVIED THEREFOR

(a) The CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 100% of its total production of waste during the term of this Agreement. The CUSTOMER agrees that PVSC shall be the exclusive and sole provider of treatment and disposal of CUSTOMER'S waste during the term of this Agreement. The CUSTOMER agrees that if it does not deliver 100% of its total waste production, it will pay PVSC for any waste production not delivered at the rate specified in this Agreement. The PVSC agrees to accept, treat and dispose of the non-hazardous waste delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

(b) The CUSTOMER shall not, however, discharge into the PVSC's system;

1. Any prohibited waste as defined by Section 312 or any other of PVSC's Rules and Regulations.

2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the property operation of the sewage works.

3. Any waste with a pollutant content greater than contained in the documentation submitted in the CUSTOMER'S Application.

4. Any waste which is Hazardous as defined by USEPA, NJDEP and/or any other regulatory agency.

5. Mixtures of the approved waste, as defined in the CUSTOMER'S Application, with any other waste.

6. Any waste which exceeds the maximum percent total solids, the maximum Bio-Chemical Oxygen Demand (BOD) or the maximum Chemical Oxygen Demand (COD) contained in Schedule A hereof.

(c) PVSC reserves the right to sample any delivery for any parameter before or during discharge.

(d) PVSC reserves the right to reject a delivery if information reveals that the introduction of the contents may negatively impact the operation of the PVSC system.

(e) In consideration for the treatment and disposal of the waste by PVSC, the CUSTOMER agrees to pay PVSC at the thousand gallon rate specified in Schedule A hereof. PVSC shall have the right to adjust the aforesaid charges annually upon thirty (30) days notice, which notice shall be given not less than sixty (60) days before December 31st of any year of this Agreement effective on January 1 following the notice. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to December 31st of the current year of this Agreement, CUSTOMER shall be deemed to

have agreed to the adjusted charges. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing December 31st. The termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

(f) PVSC shall base its charges for waste deliveries, upon full truckloads, regardless of whether a full truckload is actually delivered to PVSC's treatment plant. At PVSC's option it may require CUSTOMER to provide Certified Scale Weight Tickets to confirm the volume. The waste will be delivered at the sole cost of the CUSTOMER to PVSC's plant by a tank truck provided with either a gravity discharge or a self-contained pump capable of discharging the waste through approximately 10 feet of a 4 or 6 inch discharge hose to the at grade connection or other designated discharge point.

Section 3. PAYMENT AND TERM OF AGREEMENT

(a) PVSC shall bill the CUSTOMER monthly for charges due on this Agreement. The charges shall be payable upon receipt by the CUSTOMER of the monthly bill. Interest shall accrue at the rate of one and one half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

(b) If the CUSTOMER defaults in any of its obligations the terms of this Agreement, PVSC may terminate the services provided hereunder forthwith, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If payment is not made by the CUSTOMER timely, PVSC shall be entitled to be reimbursed for costs of collection, including reasonable attorney fees.

(c) It is expressly agreed and understood that the CUSTOMER is solely a contract customer of PVSC and shall acquire by this Agreement no ownership, capital, property rights or equity in the system or plant of PVSC whatsoever, nor shall the CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

(d) The term of this Agreement shall commence on the date the Agreement is executed and, unless sooner terminated in accordance with its terms, shall expire three (3) year(s) from the date of execution. If upon the expiration of this Agreement, PVSC continues to provide service and the CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

(e) Anything contained in this Agreement to the contrary notwithstanding, if the New Jersey Department of Environmental Protection (NJDEP), or any other governmental agency having

jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan. If the Plan renders any provision of this Agreement unenforceable, or requires changes and modifications in the Agreement which the PVSC is unwilling to accept, then the PVSC reserves the right to terminate this Agreement on sixty (60) days notice.

(f) Anything in this Agreement to the contrary notwithstanding, PVSC shall have the absolute right to terminate this Agreement or suspend deliveries if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the waste to be delivered pursuant to this Agreement, or if the treatment of such waste will or has caused PVSC to violate its current permit under which it operates its facility and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on seven (7) days written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision.

(g) DETERMINATION AND MEASUREMENT OF SOLIDS CONTENT: The weight or weighted average of total solids will be determined EXCLUSIVELY by the PASSAIC VALLEY SEWERAGE COMMISSION's DEP certified laboratory. PVSC Laboratory determinations/results will be the basis for weight and/or weighted averages of solids used for PVSC billing purposes.

Section 4. ENFORCEMENT

(a) If the CUSTOMER violates any of the terms of this Agreement, including but not limited to the limitations set forth in Section 2 (b), PVSC may terminate the services provided hereunder forthwith and refuse to accept the waste into its system, provided that such termination shall in no way relieve the CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing or constitute a waiver of any of PVSC's rights to enforce this Agreement.

(b) In addition to its right of termination, PVSC reserves the right to institute such measures as contained in PVSC Rules and Regulations including, but not limited to, Section 601 Authority, Violations, etc.

(c) In the event any waste discharged by the CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP or other governmental agency law, rule or permit, then in any such case, the CUSTOMER shall reimburse PVSC in full for such additional costs incurred, or fines or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that the CUSTOMER, or its agents, or

its waste was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

Section 5. COVENANT BY PVSC

PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of the CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

Section 6. INDEMNIFICATION

The CUSTOMER agrees to indemnify and save PVSC harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person, arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of the CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

Section 7. INSURANCE

The CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- (a) Injury or death to one person \$1,000,000
- (b) Injury or death to more than one person or more than a single occurrence \$2,000,000
- (c) Property damage \$1,000,000

- (d) Property damage on account of all occurrences \$2,000,000

The CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by the CUSTOMER with the Executive Director of PVSC.

Section 8. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of the CUSTOMER and generator, and shall be governed by and construed in accordance with the laws of the State of New Jersey.

The Parties agree that any and all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States located in New Jersey or in the Courts of the state of New Jersey located in Essex County, New Jersey. The parties further waive all rights to trial by jury.

Further, the CUSTOMER and generator agree to waive as a defense to any actions arising out of the discharge of wastes to PVSC's facility, the fact that the CUSTOMER or generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

Section 9. ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC and the CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

Section 10. TESTING AND MONITORING

(a) The CUSTOMER shall be responsible for waste sampling, testing, reporting or other requirement of the NJDEP and the USEPA and for the cost thereof, for monitoring for waste quality parameters, including heavy metals and toxic organic chemicals, copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for waste quality parameters, shall be filed with PVSC within thirty (30) days of their submission to the regulatory agency(s).

(b) The CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations and any applicable State and Federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five years.

Section 11. SPILLAGE

Any spillage caused by the CUSTOMER, his hauler or his equipment while on PVSC property, shall be the CUSTOMER'S responsibility to properly clean up at the CUSTOMER'S expense. The clean-up shall meet all Federal and State requirements and regulations, including supplying all documentation.

Section 12. VERBAL COMMUNICATION

Verbal communication by the CUSTOMER shall not be accepted and no representative, agent or employee of PVSC is authorized to accept any verbal communication from the CUSTOMER to vary, alter or modify the terms of this Agreement. Similarly, no representative, agent, or employee of PVSC has been authorized to make any representations or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the CUSTOMER and PVSC.

Section 13. RE-APPLICATION

The CUSTOMER shall after the third year of the term of this Agreement and every three (3) years thereafter during its term, submit a complete PVSC Application including all required laboratory analysis. In addition, CUSTOMER or generator shall certify annually to PVSC that there has been no "significant change" in the waste as defined in PVSC's Rules and Regulations. Failure to submit a complete Application or to certify annually shall constitute a CUSTOMER default of this Agreement.

Revised 05/13/13

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, PVSC and the CUSTOMER have caused their respective corporate seals to be hereto affixed and attested and these presents to be signed by their respective officers duly authorized, and this Agreement to be dated as of the date first above written.

PASSAIC VALLEY SEWERAGE COMMISSION

X _____
ATTEST:
MATTHEW F. MURRAY
Clerk

By: _____
GREGORY A. TRAMONTOZZI
Executive Director

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
Re: *Northwest Bergen County Utilities Authority*

X _____
ATTEST:

By: _____

(Print Name)

(Print Name)

(Print Title)

(Print Title)

SCHEDULE A

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY- 2021

Maximum Percent Total Solids <4.5 %

Price Per Thousand Gallons \$60.00

EXHIBIT A

CONSENT OF GENERATOR

1. Northwest Bergen County Utilities Authority (Waldwick, NJ) (hereinafter "Generator") acknowledges that _____ delivers Generator's non-hazardous waste to Passaic Valley Sewerage Commission ("PVSC") for treatment and disposal at PVSC's wastewater treatment plant.

2. Generator acknowledges that _____ is party to an Agreement with PVSC to implement the treatment and disposal of Generator's non-hazardous waste (the "Agreement").

3. As a condition of PVSC's obligation pursuant to the Agreement, Generator hereby agrees that Generator shall be subject to and bound by all PVSC's Rules, Regulations and Procedures in the generation of its non-hazardous waste.

4. Generator represents and warrants that this document is being signed by a duly authorized representative of Generator.

Date

Generator

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 43-2021

Date: March 16, 2021

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

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 Allendale (the “Borough”) had entered into a Shared Services Agreement for a one (1) year duration with a termination date of December 31, 2020 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough 2) respond to sanitary sewer collection emergencies 24 hours a day, 7 days a week 3) coordinate all third party repairs of the collections system 4) coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary sewer collection system 5) coordinate with the Borough any NJDEP hotline calls and correspondence regarding the sanitary collection system 6) upon request, coordinate and conduct a manhole inspection program and 7) upon request, can conduct New Jersey State Certified Backflow Preventer tests; and

WHEREAS, the Borough has adopted its Resolution No. 21-56 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:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 43-2021

Date: March 16, 2021

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

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

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Commissioners of the Authority on **February 16, 2021**.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Duch	Jordan	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 7th day of January, 2021, by and among:

THE BOROUGH OF ALLENDALE, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Allendale" 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, Allendale 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 Allendale the services of a licensed sewer operator, in addition to other services as outlined more specifically in Paragraph 3 of this Agreement; and

WHEREAS, Allendale has adopted Resolution # 21-56, which authorizes Allendale to enter into an agreement with the NBCUA, for the services as outlined in Paragraph 3.

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

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both Allendale and the NBCUA shall adopt the appropriate Resolution, 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. The commencement date shall be January 1, 2021.
3. The NBCUA shall provide the following services to the Borough of Allendale:
 - a. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Allendale.

- b. NBCUA will respond to sanitary sewer collection emergencies 24 hours a day, seven days a week.
 - c. NBCUA will coordinate all third party repairs of the collections system.
 - d. NBCUA will, when necessary, coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary collection system.
 - e. NBCUA will coordinate with Allendale any NJDEP Hotline calls and correspondence regarding the sanitary collection system.
 - f. NBCUA, upon request, can coordinate and conduct a manhole inspection program that will involve the physical inspection of every manhole within Allendale over a three to five year cycle.
 - g. NBCUA, upon request, can conduct annual NJ State Certified Backflow Preventer tests on all of your backflow prevention devices.
4. In consideration for the services to be rendered by the NBCUA to Allendale, pursuant to Paragraph 3 above, Allendale shall pay to NBCUA:
- a. Four (4) equal installments of \$1,000.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$4,000.00.
 - b. Non-Business hours – emergency responses (per man) \$111.71/hr
 - c. Business hours emergency/non-basic repair and catch basin maintenance (per man) \$ 89.38/hr
 - d. Third Party Contractors for repairs and/or spare parts \$Direct Cost
 - e. Manhole Inspection Program \$ 45.00/MH
 - f. Backflow Preventer Tests \$150.00/unit
5. The NBCUA shall provide Allendale 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 Allendale within 45 days of receipt.
6. 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.
7. 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.
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 Manager of the Borough's Public Works Department, for Allendale. 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 Allendale, as applicable.

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 to Allendale's collection system.
9. The NBCUA will provide a certificate of insurance designating Allendale as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
10. Allendale 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 Allendale, its agents, servants or employees.
11. The effective date of this Agreement shall be January 1, 2021 and the expiration shall be December 31, 2021, unless the agreement is terminated pursuant to paragraph 6 above.
12. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

BOROUGH OF ALLENDALE



 Michelle Ryan, Acting Municipal Clerk

By: 

 MAYOR Ari Bernstein

Date: January 7, 2021

ATTEST:

NORTHWEST BERGEN COUNTY
 UTILITIES AUTHORITY

By: _____

Date: _____

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 01/07/2021

RESOLUTION# 21-56

Council	Motion	Second	Yes	No	Abstain	Absent
Homan			✓			
O'Connell			✓			
O'Toole			✓			
Sasso			✓			
Strauch	✓		✓			
Wilczynski		✓	✓			
Mayor Bernstein	---	---				

**AUTHORIZATION OF SHARED SERVICE AGREEMENT WITH
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
FOR NJ LICENSED SEWER OPERATOR SERVICES**

WHEREAS, the Borough of Allendale seeks to enter into an agreement with the Northwest Bergen County Utilities Authority to provide Licensed Sewer Operator Services for the period January 1, 2021 to December 31, 2021 pursuant to the terms of the Shared Service Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby authorized the Mayor and Municipal Clerk to sign a Shared Service Agreement offered through the Northwest Bergen County Utilities Authority (NBCUA) for sewer operator services effective January 1, 2021 until December 31, 2021.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on January 7, 2021.

Michelle Ryan
Acting Municipal Clerk