

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, September 17, 2019 immediately following the Work Session at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey.

Formal action will be taken.

September 13, 2019

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **AGENDA REGULAR MEETING September 17, 2019**

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Salute to the Flag
4. Roll Call
5. Chairman's Remarks
6. Approval of Minutes – Regular Meeting – July 16, 2019
7. Public Comments (any subject)
8. Consideration for approval list of Resolutions attached dated September 17, 2019
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 5 through 17)
19. Adjournment

September 13, 2019

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **RESOLUTIONS**

**September 17, 2019**

## **CONSENT AGENDA**

- 64-2019 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 65-2019 Temporary Employment – Brian Eller as Plant Operator
- 66-2019 Temporary Employment – Razimhan M. Laypan as Plant Operator
- 67-2019 Temporary Employment – Gregory Kuipers as O&M Helper
- 68-2019 Title Change/Promotion – Matthew Gascon as Incinerator Operator
- 69-2019 Title Change – Russell Richter to Incinerator Maintenance Mechanic
- 70-2019 Approval of Change Order No. 3 for the Knolls Section Sanitary Sewer System
- 71-2019 Approval of Change Order No. 1 for Contract No. 272 – Wastewater Pump Station Improvements Project
- 72-2019 Rescind Resolution No 46-2019 and Approve Change Order No. 1 for Contract No. 273 – Wastewater Treatment Plant Improvements Project
- 73-2019 Authorization to enter into a Shared Services Agreement with the County of Bergen for the Authority’s use of a TV Camera Truck
- 74-2019 Resolution Authorizing a Release Agreement with Yuriy Zatuchny and Yuliya Zatuchny
- 75-2019 Resolution authorizing the NBCUA to enter into a Deed of Easement Agreement with the Township of Wyckoff
- 76-2019 Approval of Sanitary Sewer Extension – Harriet Place, Borough of Franklin Lakes

Revised 9/17/2019

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 64-2019**

**Date: September 17, 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 July and August 2019 and Health Benefits and Dental Benefits transfers for August and September 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 August 13, 2019 and September 17, 2019 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account – July  
Net Payroll: \$363,224.68

ACCOUNT: Payroll Account – August  
Net Payroll: \$218,365.65

ACCOUNT: Tax Deposit Account – July  
Total: \$156,313.31

ACCOUNT: Tax Deposit Account – August  
Total: \$91,838.75

ACCOUNT: Health Benefits Contribution Employer – August  
Total Transfer: \$112,469.55

ACCOUNT: Health Benefits Contribution Employer – September  
Total Transfer: \$118,822.88

ACCOUNT: Health Benefits Contribution Employee – August  
Total: \$4,453.79

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 64-2019**

**Date: September 17, 2019**

---

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

ACCOUNT: Health Benefits Contribution Employee – September  
Total: \$4,858.18

ACCOUNT: Dental Benefits – August  
Total Transfer: \$4,061.87

ACCOUNT: Dental Benefits – September  
Total Transfer: \$4,152.53

ACCOUNT: PERS and Contributory Insurance – July  
Total Transfer: \$31,538.86

ACCOUNT: PERS and Contributory Insurance – August  
Total Transfer: \$31,236.89

ACCOUNT: Operating Account - July  
Total: \$299,161.99

ACCOUNT: Operating Account – August  
Total: \$240,688.96

ACCOUNT: General Improvement Account – July  
Total: \$233,770.32

ACCOUNT: General Improvement Account – July  
Total: \$652,700.50

---

SECRETARY

---

CHAIRMAN

**RECORDED VOTE:**

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















Change Order No. 3&Final  
 Date 08/02/19  
 Job No. NBCUA-101

**CHANGE ORDER**

**BOSWELL ENGINEERING**  
**330 PHILLIPS AVENUE**  
**SOUTH HACKENSACK, NJ 07606**  
**(201) 641-0770**

Hutton Construction  
**CONTRACTOR**  
41 Village Park Road, Cedar Grove, NJ 07009  
**ADDRESS**

Knolls Section sanitary Sewer System  
**PROJECT**  
Bergen County  
**OWNER/COUNTY**

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within project Limits


Nature and Reason of Change: \_\_\_\_\_

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
2	Select Fill (price per C.Y.)	CY	-400	\$0.01	-\$4.00
3	Test Holes (price per C.Y.)	CY	-46	\$1.00	-\$46.00
4	8" PVC Sewer Pipe (price pre L.F.)	LF	-17	\$161.00	-\$2,737.00
5	HDPE Pipe Bursting (price per L.F.)	LF	-3	\$88.00	-\$264.00
11	Allowance for Police Traffic Direction	Allow	-0.2462	\$50,000.00	-\$12,310.00
4A	8" PVC Sewer Pipe (price pre L.F.)	LF	-6	\$188.00	-\$1,128.00

Amount of Original Contract	\$398,118.00	Supplemental	\$0.00
Change Order No. 1	\$39,641.00	Extra	
Change Order No. 2	\$28,742.00	Reduction	-\$16,489.00
Change Order No. 3&Final	(\$16,489.00)	Net Amount	(\$16,489.00)
<b>Adjusted Contract Amount</b>	<b>\$450,012.00</b>		

Recommended for Approval   
 BOSWELL ENGINEERING

8/24/19  
 DATE

Approved \_\_\_\_\_  
 Accepted X  OWNER  
 CONTRACTOR

8/23/19  
 DATE



**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:

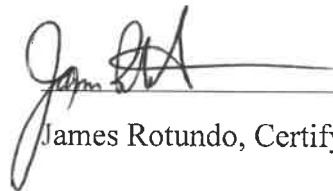
**CONTRACT:** Contract No. 272 – Wastewater Pump Station Improvements

**VENDOR:** Spectraserv, Inc.


**AMOUNT:** \$23,533.22

**ACCOUNT NO.:** 7000-6620

Date: September 13, 2019

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

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

1. ISSUING OFFICE Northwest Bergen County Utilities Authority	2. PROJECT NO. S340700-15	3. CONTRACT NO. NBCUA No. 272	4. MODIFICATION NO. CM-01	
5. TO (CONTRACTOR) Spectraserv Inc. 75 Jacobus Avenue Kearny, New Jersey 07032		6. PROJECT LOCATION AND DESCRIPTION Wastewater Pump Station 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	<u>James Rotundo, Executive Director</u> Type Name and Title	_____ Signature		
8. DESCRIPTION OF CHANGE: <i>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:</i>				
Contract Modification No. 1 (CM-01) includes an extension of time, as well as, provides compensation to the Contractor for additional costs associated with the following supplementary items: (1) S-1, HHK PS – Heat Exchanger Replacement, is for the additional work necessary to replace the existing heat exchange and expansion tank unit at the Ho Ho Kus Pump Station. During the course of construction, the existing heat exchange unit was relocated to facilitate construction. During relocation, the existing unit was found to be in poor condition and deteriorating. The Contractor proposes to replace the unit in kind and install it on the elevated platform included in the original design; and (2) S-2, MP PS – I Beam Trolley Replacement, is for the additional work necessary to replace one section of the existing I beam trolley at the Midland Park Pump Station which was found to be bent and not attached to the adjacent wall. Other work includes reconnecting to the existing trolley beam, installing missing bolts, and providing a new connection at the south end of the existing I beam. The time extension requested is to allow the Contractor time to complete the work included in the original contract drawings, as well as, time to complete additional field modifications and new work proposed based on existing field conditions. The original work has also been impacted due to delays associated with delivery of equipment due to compliance with AIS requirements and delays in fabrication from various manufacturers due to availability of raw materials.				
<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>ESTIMATED QUANTITY</u>	<u>TOTAL COST</u>
S-1	HHK PS - Heat Exchanger Replacement	\$14,502.26	1	\$14,502.26
S-2	MP PS – I Beam Trolley Replacement	\$ 9,030.96	1	\$ 9,030.96
TOTAL COST OF THIS MODIFICATION <u>\$23,533.22</u>				
The contract time is hereby: increase <input checked="" type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input type="checkbox"/> by <u>377</u> calendar days as a result of this modification. <i>The new Construction Completion Date is July 31, 2020.</i>				
The foregoing modification is hereby accepted:				
 _____ CONTRACTOR		_____ OWNER (NJPE SEAL)		
BY: Steve Wells, President		BY: James Rotundo, Exec. Director	BY: Rosario R. Santos, PE	
DATE: <u>9/11/19</u>		DATE: _____	DATE: _____	
APPROVAL:				
_____ STATE OF NEW JERSEY			_____ DATE	



**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

9. ISSUING OFFICE Northwest Bergen County Utilities Authority	10. PROJECT NO. S340700-15	11. CONTRACT NO. NBCUA No. 272	12. MODIFICATION NO. CM-01
--	-------------------------------	-----------------------------------	-------------------------------

13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE  
(Detailed breakdown, attach additional sheets as necessary)


(Proposed)

- Item S-1: HHK PS – HEAT EXCHANGER REPLACEMENT – This item is for the additional cost associated with replacement of the existing heat exchanger unit and expansion tank at the Ho Ho Kus Pump Station. The existing unit was found to be in poor condition and deteriorating when it was relocated to facilitate construction of the new elevated platform. The work will include replacement of the unit and expansion tank, piping modifications to connect the new unit to the existing piping and installation of the unit on the elevated platform included in the original construction design. The cost of this work is \$14,502.26
- Item S-2: MP PS – I BEAM TROLLEY REPLACEMENT – This item is for the additional cost associated with the replacement of one section of existing trolley beam with a new I beam. The existing beam was found to be bent and not connected to the north wall of the pump station building. Additional work includes reconnection to the existing I beam, replacement of missing bolts, and providing a new wall connection at the south end of the pump station building. The cost of this work is \$9,030.96.
- Time Extension Request – The Contractor has requested a 377-day time extension from the original completion date of July 20, 2019. The new completion date will be July 31, 2020. The time extension was necessitated to provide additional time for completion of field modifications based on existing as-built conditions encountered, as well as, to address additional work requested to address deficiencies encountered during active construction. Additionally, the time extension provides for additional time to account for delays for equipment deliveries associated with steel and iron equipment and compliance with AIS requirements and delays in fabrication for certain electrical and mechanical manufacturing as a result of limited supplies of raw materials.

See attached Contractor's backup documentation sheets for additional information.

<u>ITEM</u>	<u>QTY.</u>	<u>UNIT COST</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
S-1	1	\$14,502.26	HHK PS – Heat Exchanger Replacement	\$14,502.26
S-2	1	\$9,030.96	MP PS – I Beam Trolley Replacement	\$9,030.96

NET INCREASE \$ <u>23,533.22</u>	NET DECREASE \$ _____	CALENDER DAYS INCREASE <u>377</u> DAYS
-------------------------------------	--------------------------	---

DATE: <u>9/11/19</u>	TYPE NAME AND TITLE: Steve Wells, President	SIGNATURE: 
-------------------------	--	--



### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Northwest Bergen County Utilities Authority, S340700-15	15. CONTRACT NO. NBCUA No. 272	16. MODIFICATION NO. CM-01
17. ORIGINAL CONTRACT BID PRICE ..... \$ 4,912,850.00 TOTAL OF PREVIOUS CHANGE ORDERS ..... \$ 0.00 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>4,936,383.22</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:  Both items S-1 and S-2 were unforeseen. Item S-1 was discovered when the existing heat exchanger was relocated to facilitate construction of its new elevated platform. Communication with the existing manufacturer revealed that the existing unit is no longer fabricated by the original vendor and replacement was necessary. Item S-2 was a result of a recent inspection by OSHA and deficiencies noted were requested to be addressed as soon as possible.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:  The contract period will be adjusted with a new completion date of July 31, 2020 upon approval of the time extension request.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative):  The Engineer has reviewed the requests for the additional effort and costs associated with the replacement of the Heat Exchanger unit at the Ho Ho Kus Pump Station and the I beam trolley at the Midland Park Pump Station, as well as, the extension of time. After discussion and clarification with the Contractor, the Engineer has found the requests and final costs reasonable and acceptable for the work proposed based on existing field conditions and ongoing construction.		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: James Rotundo, NBCUA Executive Director	SIGNATURE:

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 72-2019**

**DATE: June 18, 2019**

---

**RESCIND RESOLUTION NO. 46-2019 AND APPROVE CHANGE ORDER NO. 1 FOR  
CONTRACT NO. 273 – WASTEWATER TREATMENT PLANT  
IMPROVEMENTS PROJECT**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) entered into a Contract for the Wastewater Treatment Plant Improvements Project (“the Project”) with Rapid Pump & Meter Service Co., Inc. (“the Contractor”) on June 7, 2018; and

**WHEREAS**, on June 18, 2019 via Resolution No. 46-2019, the Authority approved Change Order No. 1 to the Project in the amount of \$661,479.28; and

**WHEREAS**, the Change Order No. 1 was modified after the adoption of Resolution 46-2019 but prior to execution of said Change Order No. 1; and

**WHEREAS**, the Authority wishes to rescind Resolution No. 46-2019; and

**WHEREAS**, a new Change Order No. 1 (the “Change Order”) has been prepared by T&M Associates and submitted to the Authority including the following modifications to the Project which are more particularly set forth in the Change Order attached hereto:

- |  |                          |
|--|--------------------------|
| 1. Purchase and install WESP Transformer and Controller  | \$ 74,800.75             |
| 2. Brick façade repair   | \$ 54,815.59             |
| 3. Aeration Tank Wall Joint Repair   | \$ 44,431.20             |
| 4. Procure and install a new Schwing Sludge Pump and<br>Hydraulic Power Pack to Gravity Belt Thickener No. 1 | <u>\$465,273.80</u>      |
| <b>TOTAL COST:</b>   | <b>\$639,321.34; and</b> |

**WHEREAS**, as a result of these contract modifications, the contract time will increase by 378 calendar days; and

**WHEREAS**, the Authority’s Consulting Engineer, T&M Associates recommends that the Change Order be approved by the Authority; and



**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. 273 – Wastewater Treatment Plant Improvements

**VENDOR:** Rapid Pump & Meter Service, Co., Inc.

**AMOUNT:** \$639,321.34

**ACCOUNT NO.:** 7000-6620

Date: September 13, 2019

  
\_\_\_\_\_  
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-01
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:

1. WESP Purchase and Installation of Transformer/Controller – The proposed equipment was found during shop drawing review would not be compatible with the existing incineration equipment and controls. This is to change and provide the necessary electrical equipment to meet the requirements of the existing incineration equipment and process controls.
2. Brick Façade Repair – Replacement of deteriorated brick courses below the limits of the parapet removal along the perimeter of the GBT building that was discovered during the new roof installation.
3. Aeration Tank Wall Joint Repair: Replace an additional 800 linear feet of deteriorated caulk joints throughout Aeration Tanks 1, 2 and 3.
4. Schwing Sludge Pump and Hydraulic Power Pack to Gravity Belt Thickener No. 1– The existing equipment has failed and needs replacement. The unit started to fail after the project went to bid and was awarded. The unit is an integral piece of equipment for which the new Disk Thickener will pump pre-thickened sludge for further dewatering and treatment process. This work will require a time extension.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL COST
1.	Purchase and Install WESP Transformer and Controller	\$74,800.75	1	\$74,800.75
2.	Brick Façade Repair	\$54,815.59	1	\$54,815.59
3.	Aeration Tank Wall Joint Repair	\$44,431.20	1	\$44,431.20
4.	Procure and Install a new Schwing Sludge Pump and Hydraulic Power Pack to Gravity Belt Thickener No. 1	\$465,273.80	1	\$465,273.80

TOTAL COST OF THIS MODIFICATION \$639,321.34

The contract time is hereby: increase  decrease  or remains the same  by 378 calendar days as a result of this modification.

The foregoing modification is hereby accepted:

		
CONTRACTOR	OWNER	(NJPE SEAL) ENGINEER
BY: Steve Kulcsar	BY: Howard Hurwitz	BY: Nicholas Rotonda, PE
DATE: <u>9/3/19</u>	DATE:	DATE:

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

APPROVAL:

\_\_\_\_\_  
STATE OF NEW JERSEY

\_\_\_\_\_  
DATE

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

<b>9. ISSUING OFFICE</b> Northwest Bergen County Utilities Authority	<b>10. PROJECT NO.</b> 340700-16	<b>11. CONTRACT NO.</b> #273	<b>12. MODIFICATION NO.</b> CM-01
<b>13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE</b> (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)  See attached Proposals from Contractor.			
<b>NET INCREASE</b> \$ <u>639,321.34</u>	<b>NET DECREASE</b> \$ _____	<b>CALENDER DAYS INCREASE</b> <u>378</u> DAYS	

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

DATE: <i>9/3/19</i>	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 ..... \$ 0 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>3,871,771.34</u>		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: See above #8, 1- 4		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:  None		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Howard Hurwitz, Authority Engineer	SIGNATURE:

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 73-2019**

**Date: September 17, 2019**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE AUTHORITY'S USE OF A TV CAMERA TRUCK**

**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 in its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(iv); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) authorizes the Northwest Bergen County Utilities Authority (hereinafter "NBCUA") to enter into a Shared Services Agreement with the County of Bergen (hereinafter referred to as "County") for the utilization and optimization of savings involving a TV Truck (the "Vehicle"); and

**WHEREAS**, the County had purchased the Vehicle for the benefit of the Authority to inspect sewage waste lines and has retained ownership of said Vehicle, as well as provided for annual vehicle renewal of the registration; and

**WHEREAS**, the Authority has utilized the Vehicle since 2006 under a previous Shared Services Agreement which will expired in December 2019, and are desirous of maintaining its use and operation of the Vehicle by way of a new Shared Services Agreement under terms and conditions as agreed upon by the parties; and

**WHEREAS**, the parties contemplate that no services or utilization of said TV Truck shall be otherwise permitted except pursuant to this Agreement, and applicable federal, state and local laws and regulations; and

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

1. The Shared Services Agreement be approved.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 73-2019**

**Date: September 17, 2019**

---

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN FOR THE AUTHORITY’S USE OF A TV CAMERA TRUCK**

2. The NBCUA hereby authorizes its entry into the attached Shared Services Agreement between the NBCUA and the County and the NBCUA authorizes the NBCUA Chairman and the NBCUA Secretary to execute the Shared Services Agreement and related documents as may in the judgment of the NBCUA Counsel, be necessary, advisable and in the best interest of the NBCUA in furtherance of the Shared Services Agreement; and
3. The Shared Services Agreement shall be filed and open for public inspection at the administrative offices of the NBCUA.

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 September 17 2019.

---

MICHAEL KASPARIAN, CHAIRMAN

---

ALISON GORDON, SECRETARY

**RECORDED VOTE:**

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

**SHARED SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF BERGEN**

**AND**

**THE NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

**FOR:**

**THE NBCUA'S USE OF A TV CAMERA TRUCK  
OWNED BY THE COUNTY OF BERGEN THAT IS  
USED TO VIDEOTAPE UTILITY WASTELINES**

**DEPARTMENT OF PUBLIC WORKS**

**DATE: \_\_\_\_\_, 2019**

**Bergen County Counsel  
One Bergen County Plaza  
Hackensack, NJ 07601-7076  
(201) 336-6950**

## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as “County”; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**, a body politic and corporate of the State of New Jersey, with administrative offices located at 30 Wyckoff Avenue, Waldwick, NJ 07463, hereinafter referred to as “NBCUA.”

### **W I T N E S S E T H:**

**WHEREAS**, the County and the NBCUA recognize a need for and wish to enter into a Shared Services Agreement for the utilization and optimization of savings involving a TV Truck; and

**WHEREAS**, the County owns a TV Truck (“Vehicle”) for the benefit of the NBCUA and shall continue to retain ownership of said vehicle, as well as provide for annual renewal of its registration; and

**WHEREAS**, the County and NBCUA previously entered into that certain Interlocal Services Agreement concerning the Vehicle dated November 6, 2013 which expires in December 2019; and

**WHEREAS**, the NBCUA herewith agrees to enter into this Shared Services Agreement (“Agreement”) with the County for the continued use of the Vehicle upon terms and conditions to be negotiated by and between the County and NBCUA, and to memorialize this understanding and address and delineate the responsibilities of the County and NBCUA; and

**WHEREAS**, the NBCUA will enter into agreements with such municipalities in Bergen County for the use of the Vehicle, and will supply those municipalities with a driver for the Vehicle upon terms and conditions to be negotiated by and between the NBCUA and the municipalities; and

**WHEREAS**, the parties hereto contemplate that no services or utilization of the said Vehicle shall be otherwise permitted, except pursuant to the terms of this Agreement, as well as in accordance with applicable Federal, State and Local Laws and Regulations; and

**WHEREAS**, the County Board of Chosen Freeholders Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_ **2019**, authorized a Shares Services Agreement with the NBCUA for the NBCUA's use of the "Vehicle"; 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 tax payers; 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 participating in the Agreement is empowered to provide or receive within its own jurisdiction, as set forth in N.J.S.A. 40A:65-7(4).

**NOW, THEREFORE, BE IT AGREED**, in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth, the County and the NBCUA agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

**I. DEFINITIONS.**

As used in this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings and are to be interpreted consistent with the context of this Agreement in which each term is used.

A. "Effective Date" means the date identified in this Agreement, which reflects the date on which the last party to this Agreement executed this Agreement, following the adoption of resolutions by COUNTY and NBCUA authorizing entry into this Agreement.

B. "Law" means any statute, regulation, executive order, procurement policy or rule of any department, subdivision, board, commission, agency or instrumentality of the State of New Jersey.

C. "Shared Services Agreement" means this Agreement and document(s) executed herein by and between the COUNTY and the NBCUA as provided under N.J.S.A. 40A:65-1 et seq.

D. “Vehicle” means a TV Camera Truck owned by the County for the benefit of the NBCUA, which is utilized to inspect and help repair sewer lines and conduits.

## **II. TERM**

The term of this Agreement shall be for six (6) years commencing on the Effective Date.

## **III. STORAGE, USE & MAINTENANCE.**

A. The NBCUA shall have the following rights and responsibilities:

1. Garage the Vehicle at the NBCUA facility in Waldwick.
2. Have use of the Vehicle.
3. Schedule the additional use of the Vehicle by any of the various municipalities or utility authorities of Bergen County, upon terms and conditions to be negotiated by and between the NBCUA and the municipalities and utility authorities.
4. Be responsible for keeping a log regarding the usage of said Vehicle by itself, a municipality or any Bergen County utility authority.
5. Be solely responsible for all maintenance costs and repairs.

B. The County shall have reasonable access to the use of the Vehicle, along with the trained NBCUA employees who shall operate the Vehicle on behalf of the County. The Vehicle shall be made available to the County on an “as needed” basis, upon reasonable notice. The County shall reimburse the NBCUA for any and all costs and expenses it incurs that are associated with the aforesaid trained employees, in accordance with a reasonable hourly fee structure to be agreed upon by the parties hereto.

#### **IV. INSURANCE, RISK OF LOSS AND LIABILITY.**

A. Indemnification. The NBCUA hereby assumes all risk of damage, injury, liability or loss, including but not limited to damage to any property whatsoever and injury to, or death of, any person whomsoever, occurring by reason of, or in connection with, or as a result of, the use of the Vehicle. The NBCUA hereby agrees to indemnify, save harmless or release the County from and against any and all liability, loss, damage, injury or death thus assumed, and from and against any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages and expenses, including reasonable attorney's fees, which may arise or result there from.

B. Insurance. During the term of this Agreement, the NBCUA shall maintain workers' compensation and automobile liability insurance in full force and effect, covering all employees and/or persons utilizing the Vehicle. In addition the NBCUA shall maintain General Liability insurance at limits not less than one million (\$1,000,000.00) dollars per occurrence Combined Single Limit (CSL) covering any claims arising out of the Vehicle's use. The County shall be responsible for paying motor vehicle registration fees due to the State of New Jersey.

C. Theft or Damage. The NBCUA shall be solely responsible for any and all theft and/or damage which shall occur while said Vehicle is being utilized or in the possession of the NBCUA or the municipalities.

#### **IV. DISPUTE RESOLUTION.**

A. Mandatory Mediation. In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objection party must participate in the mediation. The costs of the mediator shall be borne equally by the parties.

B. Procedure. The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.



C. Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.

D. Judicial Proceedings. Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Bergen County.

E. Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking injunctive relief in the appropriate division of the Superior Court of New Jersey venued in Bergen County. In the event of litigation, each Party waives whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement.

F. Payment Pending Dispute. In the event of any dispute as to the amount to be paid, the full amount shall be paid; but if through subsequent negotiation, arbitration or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the COUNTY shall forthwith repay the excess.

**VI. NOTICES**

All notices, demands, consents, approvals, requests required or permitted to be given to or served upon the County shall be in writing. Any such notice, demand, consent, approval, request, instrument or document shall be sufficiently given or served if sent by certified or registered mail, postage prepaid, addressed at the address set forth below, or at such other address as it shall designate by notice, as follows:

If to the NBCUA:

Executive Director  
Northwest Bergen County Utilities Authority  
30 Wyckoff Ave. PO Box 255  
Waldwick, NJ 07463

If to the COUNTY:

Director, Division of Operations  
Bergen County Department of Public Works

220 East Ridgewood Avenue

Paramus, NJ 0765

With a copy to:

Bergen County Counsel

County of Bergen

One Bergen County Plaza – Room 580

Hackensack, NJ 07601

## **IX. MISCELLANEOUS.**

A. Authorization. All Parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the Parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the Parties hereto and the genuineness of any and all resolutions executed may be assumed to be genuine by the Parties in receipt thereof.

B. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.

C. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

D. Benefit/No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

E. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Modification. This agreement may not be modified except in a writing executed by all Parties.

H. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.

I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

J. Relationship of the Parties. Except as otherwise provided herein, nothing shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party may create or assume any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement.

K. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

L. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

M. Recitals. The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

**[Signature Page(s) to Follow]**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers, and their respective seals to be affixed the day and year first written above.

ATTEST:

**COUNTY OF BERGEN**

\_\_\_\_\_  
(Notary)

By: \_\_\_\_\_  
James J. Tedesco, III, County Executive, or  
Julien X. Neals, Esq., County Counsel/  
Acting County Administrator

ATTEST:

**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

\_\_\_\_\_  
(Notary)

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 74-2019**

**Date: September 17, 2019**

---

**RESOLUTION AUTHORIZING A RELEASE AGREEMENT  
WITH YURIY ZATUCHNY and YULIYA ZATUCHNY**

**THIS RESOLUTION AUTHORIZES** the execution of a Release Agreement by and between the Northwest Bergen County Utilities Authority (“Authority”) and Yuriy Zatuchny And Yuliya Zatuchny, having an address at 4 Tall Trees Lane, Saddle River, New Jersey 07458 (“Homeowners”) providing for an agreement by the Authority to permit the Homeowners to enter into a temporary agreement with the Bergen County Utilities Authority (“BCUA”) to accept sewage flow from the Homeowners’ premises located at 4 Tall Trees Lane, Block: 1202 Lot: 4, Saddle River, New Jersey (the “Agreement”); and

**WHEREAS**, the Homeowners’ premises located in the Borough of Saddle River is in the service area of the Northwest Bergen County Utilities Authority, and as such, is subject to the Authority Service Agreement with the Borough of Saddle River providing for waste water treatment for the Borough of Saddle River; and

**WHEREAS**, Homeowners and the Authority have discussed a temporary agreement whereby the Authority would permit the Homeowners to connect to the BCUA sewer infrastructure because the Authority does not yet have sewer infrastructure adjoining and appurtenant to various properties in the Borough of Saddle River, Bergen County, New Jersey including 4 Tall Trees Lane, Block: 1202 Lot: 4; and

**WHEREAS**, the Homeowners have agreed to seek the needed regulatory approvals to accomplish the construction of the sewer infrastructure system components required in order to build-out the collection system to connect Homeowners to the BCUA treatment facility; and

**WHEREAS**, a Release Agreement between the Authority and Homeowners is intended to be entered into between the parties (hereinafter referred to as (“Release”) which shall be presented to the Authority’s Commissioners for approval; and

**WHEREAS**, the NBCUA is agreeable to grant Homeowners permission to utilize a connection to the BCUA sewer district, and that any such connection shall be temporary in nature until such time as service is provided to the district by the NBCUA, at which time the Homeowners will agree to hook up to the sewer line of the NBCUA; and

**WHEREAS**, the foregoing terms are hereby authorized by the Authority to enter into and incorporate in the Release; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 74-2019**

**Date: September 17, 2019**

---

**RESOLUTION AUTHORIZING A RELEASE AGREEMENT  
WITH YURIY ZATUCHNY and YULIYA ZATUCHNY**

**NOW THEREFORE BE IT RESOLVED**, by the Northwest Bergen Utilities Authority that:

1. The Authority hereby finds and determines that it is advisable that the Authority enter into the Release incorporating substantially the terms presented herein, until such time as service is provided to the subject premises by the NBCUA .
2. The Release substantially incorporating the terms presented herein and the Authority hereby authorizes the Executive Director and Authority Counsel on behalf of the Authority to take steps to execute the Release Agreement with the Homeowners contemplated herein.

I hereby certify that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 17, 2019.

---

MICHAEL KASPARIAN, CHAIRMAN

---

ALISON GORDON, SECRETARY

**RECORDED VOTE:**

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

## RELEASE AGREEMENT

This Release Agreement ("Agreement") has been entered into by and between **YURIY ZATUCHNY and YULIYA ZATUCHNY, Husband and Wife, 4 Tall Trees Lane, Saddle River, New Jersey 07458** ("Homeowners") and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**, a regional wastewater treatment utility having offices located at 30 Wyckoff Avenue at Authority Drive, Waldwick, New Jersey 07463, ("NBCUA"). The Homeowners and the NBCUA may be referred to collectively as the "Parties" herein.

**WHEREAS**, the Homeowners are currently treating their wastewater with an individual septic system; and

**WHEREAS**, the NBCUA provides wastewater treatment within the northwest region of Bergen County, through a system of pumping stations, ejector stations, force mains and appurtenances to collect and dispose of sanitary and other wastewaters, and

**WHEREAS**, the Homeowners are desirous of eliminating their aging septic system and connecting to the NBCUA collection system; and

**WHEREAS**, the NBCUA does not yet have the necessary sewer infrastructure adjoining and appurtenant to various properties in the Borough of Saddle River, Bergen County, New Jersey including 4 Tall Trees Lane, Block: 1202 Lot 4: (the "Property"); and

**WHEREAS**, the Parties have identified that the Bergen County Utilities Authority ("BCUA") has the capability to accept the wastewater flow through their sewer infrastructure; and

**WHEREAS**, the Homeowners and the BCUA have agreed to enter into an agreement with the BCUA to permit the BCUA to accept the Homeowners' wastewater flow due to the fact that there is no sewer infrastructure in the vicinity of their property and it is therefore infeasible to connect to the treatment facilities of the NBCUA; and



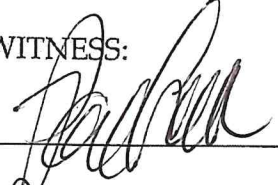
NOW THEREFORE, it is hereby agreed by and between the Parties and in consideration of the mutual covenants and undertaking set forth herein as follows:


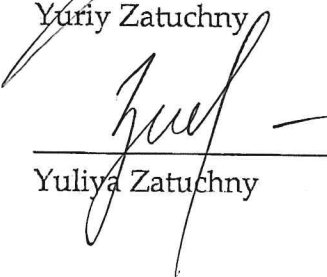
1. **Release:** The NBCUA shall permit the Homeowners to make application and connect to and accept wastewater treatment services from the Bergen County Utilities Authority (the "BCUA"), and to undertake such work that may be required by the BCUA to connect the Property to the BCUA sewer collection infrastructure;
2. **Indemnification:** The Homeowners agree to indemnify and hold the NBCUA harmless from all claims, for contribution and for indemnification including contractual or tort based claims, which have been, or could have been or may in the future be asserted in any action that the Homeowner could have in Court and/or that any other fact finder could assign liability against the NBCUA;
3. **Beneficiaries:** This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, agents, heirs and insurers.
4. **Further Assurances:** In the event that the NBCUA sewer infrastructure is built out at a future date and becomes accessible to this property, the Homeowner will agree to connect to the NBCUA wastewater treatment facilities.
5. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**The undersigned have read the foregoing Release and fully understand same.**

IN WITNESS WHEREOF, this Release of Claims Agreement is executed and sworn as follows:

Dated: 7/31/19, 2019

WITNESS:  
  
\_\_\_\_\_  
Paul Lapacka

HOMEOWNERS:  
  
\_\_\_\_\_  
Yuriy Zatuchny  
  
\_\_\_\_\_  
Yuliya Zatuchny

ATTEST:  
  
\_\_\_\_\_  
Alison Gordon, Secretary

Northwest Bergen County Utilities Authority  
  
By: \_\_\_\_\_  
James Rotundo, Executive Director

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 75-2019**

**Date: September 17, 2019**

---

**RESOLUTION AUTHORIZING  
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
TO ENTER INTO A DEED OF EASEMENT AGREEMENT  
WITH THE TOWNSHIP OF WYCKOFF**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “NBCUA”) has previously determined the need for the construction of a sanitary sewer lines within the Township of Wyckoff (the “Township”); and

**WHEREAS**, the NBCUA was granted permission by the Township of Wyckoff by Resolution No. \_\_\_\_\_-2019 dated \_\_\_\_\_, 2019, a copy of which is annexed hereto and made a part of this Resolution; and

**WHEREAS**, the Executive Director and the NBCUA’s General Counsel have reviewed and approve the Deed of Easement Agreement providing the NBCUA accesses to construction and maintain sanitary sewer lines in certain premises within the Township; and

**NOW THEREFORE BE IT RESOLVED**, that the NBCUA Chairman is authorized to execute the Deed of Easement Agreement in substance and form acceptable to the NBCUA’s General Counsel with respect to the Agreement.

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

1. The Authority is hereby authorized to enter into a Deed of Easement Agreement with the Township of Wyckoff;
2. The Chairman, or his designee, be and hereby is authorized to execute any such documents in connection the Deed of Easement Agreement.
3. The Northwest Bergen County Utilities Authority shall be responsible for ensuring that all the construction of sanitary sewer lines comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 et. seq., and all other provisions of the revised statutes of the State of New Jersey.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 75-2019**

**Date: September 17, 2019**

---

**RESOLUTION AUTHORIZING  
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
TO ENTER INTO A DEED OF EASEMENT AGREEMENT  
WITH THE TOWNSHIP OF WYCKOFF**

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 September 17, 2019.

---

CHAIRMAN

---

SECRETARY

**RECORDED VOTE:**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 76-2019**

**Date: September 17, 2019**

---

**APPROVAL OF SANITARY SEWER EXTENSION  
HARRIET PLACE, BOROUGH OF FRANKLIN LAKES**

**WHEREAS**, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by the Borough of Franklin Lakes (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at Harriet Place in the Borough of Franklin Lakes (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project proposes to provide sanitary sewer service to four (4) existing single family dwellings in the Borough of Franklin Lakes; and

**WHEREAS**, finding that when completed, the average daily flow from the Project will be 1,200 gallons per day (gpd) and four (4) additional residential EDUs will become tributary to the Authority’s system from the Borough of Franklin Lakes; and

**WHEREAS**, a sewer connection fee in the amount of \$23,328.00 is due to the Authority for the connection of the four (4) homes in addition to a \$100 TWA Review Fee; and

**WHEREAS**, the Authority’s technical advisor has reviewed the application, documents and drawings submitted in support thereof and, by memorandum dated September 16, 2019 has recommended that the Authority approve the Project, contingent upon receipt of the above mentioned fees and subject to fulfillment of certain terms and conditions; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by the Borough of Franklin Lakes for a proposed sanitary sewer extension to be located at Harriet Place in the Borough of Franklin Lakes be approved contingent upon receipt of the sewer connection fee of \$23,328.00 and the \$100 TWA Review Fee and subject to the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of the Borough of Franklin Lakes;

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 76-2019**

**Date: September 17, 2019**

---

**APPROVAL OF SANITARY SEWER EXTENSION  
HARRIET PLACE, BOROUGH OF FRANKLIN LAKES**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 76-2019**

**Date: September 17, 2019**

---

**APPROVAL OF SANITARY SEWER EXTENSION  
HARRIET PLACE, BOROUGH OF FRANKLIN LAKES**

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

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 September 17, 2019.

---

CHAIRMAN

---

SECRETARY

**RECORDED VOTE:**

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