

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 50-2021**

**Date: May 18, 2021**

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

**WHEREAS**, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

**WHEREAS**, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

**WHEREAS**, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of April 2021 and Health Benefits and Dental Benefits transfers for May 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 May 18, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$235,840.48

ACCOUNT: Tax Deposit Account  
Total: \$107,888.16

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$121,144.78

ACCOUNT: Health Benefits Contribution Employee  
Total: \$4,988.72

ACCOUNT: Dental Benefits  
Total Transfer: \$4,356.82

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ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$31,929.41

ACCOUNT: Operating Account  
Total: \$363,382.66

ACCOUNT: General Improvement Account  
Total: \$144,538.54

  
SECRETARY

  
VICE-CHAIRMAN

**RECORDED VOTE:**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 51-2021**

**Date: May 18, 2021**

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**AUTHORIZATION TO ADJUST CONNECTION FEE**

**WHEREAS**, after a public hearing on December 6, 2006, as set forth in the Resolution adopted on said date, the Northwest Bergen County Utilities Authority (the "Authority") determined that it would be in the best interest of the public and the local government units it serves to institute a connection fee program in the manner prescribed by N.J.S.A. 40:14B-23, and to adopt the necessary amendments to the Authority's Rules, Regulations and Standards required to implement the connection fee program; and

**WHEREAS**, at the hearing on June 16, 2020, the Authority determined that the cost of the connection fee for the year 2020 would be \$5,797 per service unit as calculated in the 2020 Sewer Connection Fee Rate Study prepared by Wielkocz & Company, LLC; and

**WHEREAS**, the firm of Wielkocz & Company, LLC, the auditor for the Authority, has prepared a report entitled "2021 Sewer Connection Fee Rate Study Update" (hereinafter sometimes referred to as the "Report") for the Authority, with the assistance of the Authority staff, on the proper amount for a connection fee payable by an individual or party making a new connection to the System for the year 2021, in accordance with the formula set forth in N.J.S.A. 40:14B-22, for the privilege of making the connection ("2021 Sewer Connection Fee Rate Study Update"); and

**WHEREAS**, the connection fee per service unit as calculated in the Report is \$5,576; and

**WHEREAS**, on May 18, 2021, in accordance with the requirements of N.J.S.A. 40:14B-22, the Authority conducted a public hearing on the proposed adjustment of the connection fee prescribed by N.J.S.A. 40:14B-23; and

**WHEREAS**, the Authority, having considered, at the public hearing held on May 18, 2021: (i) 2021 Sewer Connection Fee Rate Study Update; and (ii) the statements of those attending the public hearing; and has determined that it would be in the best interest of the Authority to adopt an adjustment to the connection fee charge implemented for the year 2021; and

**WHEREAS**, the Authority has determined that the cost of the connection fee will be \$5,574 per service unit for 2021.

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

1. The Authority hereby establishes an adjustment to the connection fee of \$5,574 per service unit for 2021, effective as of the date of this Resolution, May 18, 2021, until amended.
2. The Executive Director is hereby authorized to take any and all steps necessary for the implementation of the adjustment of the connection fee.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 51-2021**

**Date: May 18, 2021**

**AUTHORIZATION TO ADJUST CONNECTION FEE**

3. The formal action(s) of the Commissioners of the Northwest Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

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 May 18, 2021.

  
SECRETARY

  
VICE-CHAIRMAN

**RECORDED VOTE:**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 52-2021**

**Date: May 18, 2021**

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**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 (hereinafter referred to as the “Project”); and

**WHEREAS**, by Resolution No. 38-2021 dated March 16, 2021, the Authority further amended the not to exceed cost to the firm, increasing the amount to \$34,075 for architectural services related to the Pre-design and Schematic design of the Project; and

**WHEREAS**, the Firm has submitted to the Authority a revised proposal for architectural services in connection to the Pre-design and Schematic Design of the Project; 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 \$35,450 for the Pre-Design and Schematic Design in connection to the Project; 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 \$35,450 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.



**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:

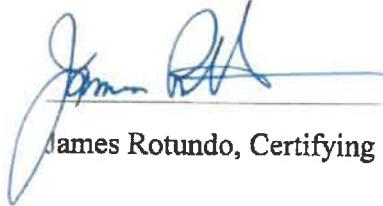
**CONTRACT:** Professional Services – Architectural Services

**VENDOR:** RSC Architects

**AMOUNT:** \$35,450

**ACCOUNT NO.:** 7000/6620

Date: May 14, 2021

A handwritten signature in blue ink, appearing to read "James Rotundo", is written over a horizontal line.

James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 53-2021**

**Date: May 18, 2021**

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

**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 N.J.S.A. 40A:65-1 et. seq.; and

**WHEREAS**, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Franklin Lakes (the "Borough") had entered into a Shared Services Agreement on June 1, 2020 with a termination date of May 31, 2021 for the Authority to 1) act as the New Jersey Licensed Collection System Operator for the Borough; 2) respond to any and all sewer collection emergencies 24 hours a day, 7 day a week; 3) coordinate all third party repairs of the Collection System; 4) when necessary, coordinate, participate and correspond to any and all NJDEP and USEPA inspections and actions regarding the Borough of Franklin Lakes Sanitary Sewer System; 5) coordinate with the Borough and NJDEP Hotline Calls and correspondence regarding the sanitary Collection System; and 6) the Borough will comply as soon as possible with all NBCUA requests for records, information, data or assistance with regard to the operation of the collection system or compliance with any applicable state or federal regulation; and

**WHEREAS**, the Borough has adopted its Resolution No. 132-21 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

**WHEREAS**, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Franklin Lakes for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough in addition to other services as outlined 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 Franklin Lakes annexed hereto and made a part thereof.



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

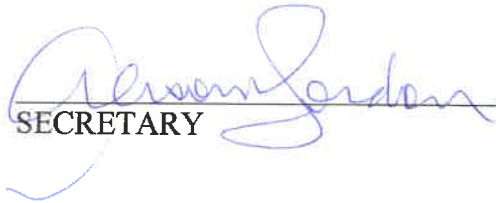
**RESOLUTION**

**No. 53-2021**

**Date: May 18, 2021**

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

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 May 18, 2021.

  
SECRETARY

  
VICE-CHAIRMAN

**RECORDED VOTE:**

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

## SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_ 2021, by and among:

THE BOROUGH OF FRANKLIN LAKES, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Franklin Lakes" 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.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough of Franklin Lakes 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 Franklin Lakes the services of a licensed sewer operator, and

WHEREAS, Franklin Lakes has adopted Resolution # 132-21 , which authorizes Franklin Lakes to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

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

1. Pursuant to N.J.S.A. 40A:65-5, both the Borough of Franklin Lakes and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date and will supersede any previously agreed upon shared service agreement between the Borough of Franklin Lakes and NBCUA for the services of a licensed sewer operator. The commencement date shall be June 1, 2021 and shall expire on May 31, 2022.
3. The NBCUA shall provide the following services to the Borough of Franklin Lakes:
  - A. The NBCUA shall act as the New Jersey Licensed Collection System Operator for the Borough of Franklin Lakes.
  - B. The NBCUA shall respond to any and all sewer collection emergencies 24 hours a day, seven days a week.

- C. NBCUA will coordinate all third party repairs of the Collection System.
- D. NBCUA, when necessary, will coordinate, participate and correspond to any and all NJDEP and USEPA inspections and actions regarding the Borough of Franklin Lakes Sanitary Sewer System.
- E. The Borough of Franklin Lakes will comply as soon as possible with all NBCUA requests for records, information, data or assistance with regard to the operation of the collection system or compliance with any applicable state or federal regulation.
- F. NBCUA will coordinate with the Borough of Franklin Lakes and NJDEP Hotline Calls and correspondence regarding the sanitary Collection System.

4. NBCUA will provide all of the aforementioned services to the Borough of Franklin Lakes in accordance with federal and state regulations and standards for the operation of a collection system.

5. In consideration for the Licensed Collection System Operator services to be rendered by the NBCUA to Franklin Lakes, pursuant to Paragraph 3 (A) above, the Borough of Franklin Lakes shall pay the NBCUA four (4) equal installments of \$1,150.00 on or before September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup> and June 1<sup>st</sup> of each year, for a total annual compensation of \$4,600.00.

In consideration for services to be rendered by NBCUA to the Borough of Franklin Lakes, pursuant to Paragraph 3 (B thru F) above, the Borough of Franklin Lakes shall pay the NBCUA in accordance with the rates listed below:

Third Party Contractors for repairs and/or spare parts	\$ Direct Cost
2021 Non- Business hrs – emergency responses (per man)	\$ 111.71/hr
2022 Non- Business hrs – emergency responses (per man)	\$ 112.82/hr
2021 Business hours emergency/non-basic repair	\$ 89.38/hr
2022 Business hours emergency/non-basic repair	\$ 90.27/hr
Vac-out storm water catch basins/manholes	\$ Call for Quote
Manhole Inspection Program (upon request)	\$ Call for Quote

NBCUA will provide quarterly invoices to the Borough of Franklin Lakes detailing services rendered pursuant to paragraph 3 (B through F above). The Borough of Franklin Lakes shall pay said invoices within 30 days of receipt.

6. To the fullest extent permitted by law, the Borough of Franklin Lakes shall release, indemnify, defend and hold harmless the NBCUA and its officers, trustees, directors, agents, representatives, attorneys and employees (collectively "Indemnified Parties") from any and all claims (including Workers Compensation claims), damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from this Agreement or any acts or omissions of the NBCUA, its employees, agents, representatives, or contractors in the performance of their obligations under this Agreement, including, but not limited to, injury to or death of any person, workers compensation claims, damage to or destruction of any property, real or personal, and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

Nothing contained in this section shall be construed as a release or indemnity by the Borough of Franklin Lakes of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Party, or any obligation of a Party, its officers, officials, employees, agents or contractors to indemnify any other Party. The Parties obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by the Borough of Franklin lakes under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this section shall survive termination or expiration of this Agreement.

No Indemnified Party shall be liable for any injury or damage to the Borough of Franklin Lakes or to any person happening on, in or about the Borough, nor for any injury or damage to the Borough or to any property belonging to the Borough or to any other person that may be caused by fire, by breakage, or by the use, misuse or abuse of any Borough property, or that may arise from any other cause whatsoever unless arising solely from the willful misconduct or gross negligence of an Indemnified Party.

The NBCUA or other Indemnified Party (as applicable) will give timely notice to the Borough of Franklin Lakes of any action or proceeding brought against the NBCUA or other Indemnified Party (as applicable) by reason of any claims covered by the foregoing indemnities, together with documents served on the NBCUA or other Indemnified Party (as applicable) in connection therewith.

7. The parties agree that either party may terminate this Agreement by giving at least one (1) month's written notice to the other party.

8. 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.

9. The parties recognize that the individuals who shall be designated as the Primary Contact Persons are, the Licensed Collection System Operator and Superintendent of the

NBCUA for the NBCUA and the Manager of the Borough's Public Works Department, for Franklin Lakes. 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.

10. The primary contact person shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for the collection system.

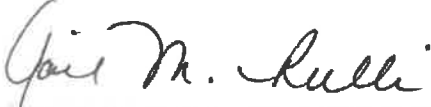
11. The NBCUA will provide a certificate of insurance designation Franklin Lakes as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance programs.

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

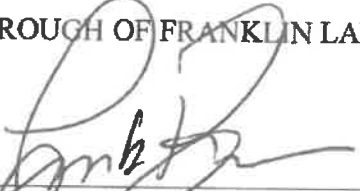
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

  
Gail M. Rulli, Borough Clerk  
Date: \_\_\_\_\_

BOROUGH OF FRANKLIN LAKES

By:   
Frank Birona, Mayor

ATTEST:

\_\_\_\_\_

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Resolution 132-21  
Shared Services Agreement – Sewer Operator**

**WHEREAS**, the Borough must provide for certain services in connection with the operation and maintenance of a sanitary sewer collection system when it owns such a collection system; and,

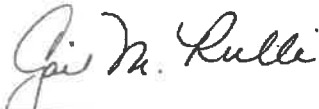
**WHEREAS**, the Northwest Bergen County Utilities Authority, 30 Wyckoff Avenue, Waldwick, New Jersey, 07463 has submitted a shared services proposal dated April 19, 2021 to provide such services; and

**WHEREAS**, this agreement shall commence on or about June 1, 2021, and shall continue in effect until May 31, 2022; and,

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Franklin Lakes that Northwest Bergen County Utilities Authority be and is hereby awarded the shared services contract for operation and maintenance of the Borough's sanitary sewer collection system, including an annual fee of \$4,600 for Licensed Collection System Operator services and such other itemized services as set forth in its proposal dated April 19, 2021; and,

**BE IT FINALLY RESOLVED** that a copy of this resolution be forwarded to the Northwest Bergen County Utilities Authority.

**I, Gail M. Rulli, Municipal Clerk for the Borough of Franklin Lakes, do hereby certify that the above is a certified true copy of a resolution passed by the Mayor and Council on the 4<sup>th</sup> day of May 2021, at 7:30 P.M. via Zoom videoconferencing, a quorum being present.**



**Gail M. Rulli, Municipal Clerk**

**May 4, 2021**

**Date**