

**BERGEN COUNTY UTILITIES AUTHORITY
MINUTES OF THE REGULAR MEETING
JUNE 26, 2014**

**In the matter of the 425th Regular Meeting of
The Bergen County Utilities Authority**

1. The **proof of meeting notice** calling the June 26, 2014 meeting was read into the record by Richard Wierer, Acting Secretary.

2. Roll Call:

COMMISSIONERS PRESENT:

Andrew "Chuck" Vaccaro, Chairman
Ronald Phillips, Vice Chairman
Catherine T. Bentz, Commissioner
Louis J. DeLisio, Commissioner
Paul A. Juliano, Commissioner
David J. Lorenzo, Commissioner
Richard D. Schooler, Commissioner
George P. Zilocchi, Commissioner

ALSO PRESENT: Robert E. Laux, Executive Director
Richard D. Wierer, Deputy Executive Director
Authority Staff and Professional Consultants

3. Motion that the Minutes covering the May 22, 2014 Work Session and the May 23, 2013 Closed Session be approved was moved by Commissioner Schooler and seconded by Commissioner Juliano and was carried.

4. Chairman Vaccaro opened the meeting to the public and asked if anyone present wished to be heard. Hearing no further response, the meeting was closed to the public.

5. FINANCE AND LEGAL COMMITTEE;

Resolution 14-1-034 – Approve bills and the claims supported by vouchers totaling \$5,160,792.52 and authorize the Chief Financial Officer to issue the necessary checks therefor, and to charge the accounts indicated, all as more fully set forth on the Chief Financial Officer's check list. Motion to adopt the resolution was made by Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-035 – Acceptance of Independent Auditor's Report for the year ending December 31, 2013. Motion to adopt the resolution was made by

Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-036 – Appointment of Edward Switay as custodian of the Safety Shoe Petty Cash Fund. Motion to adopt the resolution was made by Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-037 – Adoption of 2014/2015 Connection Fees. Motion to adopt the resolution was made by Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-038 – Authorize Shared Services Agreement with the Borough of Little Ferry for the Provision of Municipal Services. Motion to adopt the resolution was made by Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-039 – Authorize the transfer of the sanitary sewer line known as the Kingsland Park Sanitary Landfill Leachate Force Main (the "Kingsland Force Main") and to authorize the execution of an agreement entitled "Intergovernmental Agreement between The New Jersey Meadowlands Commission ("NJMC") and The Bergen County Utilities Authority for Transfer of the Kingsland Park Sanitary Landfill Leachate Force Main" (the "IGA"). Motion to adopt the resolution was made by Commissioner Lorenzo and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

6. CONSTRUCTION & ENGINEERING COMMITTEE:

Resolution 14-2-033 – Award Contract 14-07 to Alfa Laval Ashbrook Simon – Hartley, Inc. - DST/WAS Belt Press Parts – Gravity Belt Thickeners (Two Years). Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-034 – Award Contract 14-10 to Seepex, Inc. - Furnish and Deliver Spare Parts for Seepex Sludge Thickening Pumps (Two Years). Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-035 – Award Contract 14-12 to C.J. Vanderbeck & Son, Inc. - Boiler Maintenance for Little Ferry and Edgewater (Two Years) With Two (2) One (1) Year Options. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-036 – Award Contract 96285-14 to General Carbon Corp. - Furnish & Deliver Darco BGH Carbon Media in Siloxane Removal Vessel #2. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-037 – Authorize Professional Services Agreement – Renewable Energy Certificate (REC) Management Services - Matrix New World Engineering, Inc. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes

7. PERSONNEL & ADMINISTRATION COMMITTEE:

Resolution 14-3-007 – Appointment of Acting Treasurer. Motion to adopt the resolution was made by Commissioner DeLisio and Seconded by Commissioner Bentz. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-3-008 – Appointment of Executive Director. Motion to adopt the resolution was made by Commissioner DeLisio and Seconded by Commissioner Bentz. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-3-009 – Appointment of Deputy Executive Director. Motion to adopt the resolution was made by Commissioner DeLisio and Seconded by Commissioner Bentz. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-3-010 – Appointment of Personnel Administrator. Motion to adopt the resolution was made by Commissioner DeLisio and Seconded by Commissioner Bentz. A roll call was taken and the resolution was adopted as reflected in these minutes.

8. Chairman Vaccaro announced a short recess to allow time for the Acting Secretary to prepare minutes of this Regular Meeting.

BERGEN COUNTY UTILITIES AUTHORITY
 Minutes of the Regular Meeting
 June 26, 2014

9. Chairman Vaccaro announced the Regular Meeting would reconvene.
10. The Acting Secretary then distributed proposed minutes of the June 26, 2014 Regular Meeting for review by the Commissioners.
11. Move to approve the Minutes of the Regular Meeting of June 26, 2014 as distributed by the Acting Secretary, such minutes to include this motion approving the minutes, without the requirement of further review or approval at a subsequent Regular Meeting. Motion to adopt the Minutes of the Regular Meeting June 26, 2014 was made by Commissioner Juliano and second by Commissioner Schooler and was unanimously carried.
12. Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Resolution #	14-1-034	14-1-035	14-1-036	14-1-037	14-1-038	14-1-039
Chairman Vaccaro	Y	Y	Y	Y	Y	Y
Comm. Phillips	Y	Y	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y	Y	Y
Comm. Cassella	-	-	-	-	-	-
Comm. DeLisio	Y	Y	Y	Y	Y	Y
Comm. Juliano	A	Y	Y	Y	Y	Y
Comm. Lorenzo	Y	Y	Y	Y	Y	Y
Comm. Schooler	Y	Y	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y	Y	Y

Resolution #	14-2-033	14-2-034	14-2-035	14-2-036	14-2-037
Chairman Vaccaro	Y	Y	Y	Y	Y
Comm. Phillips	Y	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y	Y
Comm. Cassella	-	-	-	-	-
Comm. DeLisio	Y	Y	Y	Y	Y
Comm. Juliano	Y	Y	Y	Y	Y
Comm. Lorenzo	Y	Y	Y	Y	Y
Comm. Schooler	Y	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y	Y

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Resolution #	14-3-007	14-3-008	14-3-009	14-3-010
Chairman Vaccaro	Y	Y	Y	Y
Comm. Phillips	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y
Comm. Cassella	-	-	-	-
Comm. DeLisio	Y	Y	Y	Y
Comm. Juliano	Y	Y	Y	Y
Comm. Lorenzo	Y	Y	Y	Y
Comm. Schooler	Y	Y	Y	Y
Comm. Zilocchi	Y	A	A	A

Y = Yes
R = Recuse
A = Abstain
N = No
- = Absent

Respectfully submitted,



Richard Wierer
Acting Secretary

June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made; and

WHEREAS, the annual audit report for the fiscal year ended December 31, 2013 has been completed and filed with the Commissioners of The Bergen County Utilities Authority, pursuant to N.J.S.A. 40A:5A-15; and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations," and has evidenced same by group affidavit in the form prescribed by the Local Finance Board;

WHEREAS, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17, and have received and reviewed the corrective action plan prepared by the Authority's Chief Financial Officer in response thereto;

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

1. The Commissioners of the Authority hereby certify to the Local Finance Board of the State of New Jersey that each Commissioner has personally reviewed the annual audit report for the fiscal year ended December 31, 2013, and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations," and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.
2. The Acting Secretary of the Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.
3. The Commissioners of the Authority do hereby adopt the corrective action plan prepared by the Chief Financial Officer.
4. The formal action(s) of the Commissioners of The 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 the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority that;

WHEREAS, Laura Ashley was custodian of the Safety Shoe Petty Cash Fund; and

WHEREAS, due to Laura Ashley's maternity leave and in accordance with the N.J.S.A. 40-5-21, The Bergen County Utilities Authority is changing the custodian to Edward Switay; and

WHEREAS, Edward Switay is bonded in the amount of \$ 2,000.00 by virtue of a surety bond.

NOW, THEREFORE, BE IT RESOLVED that the Bergen County Utilities Authority hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority has a substantial investment in its sanitary sewer treatment and collection systems (the "System"), which has been paid for over the years primarily by the ratepayers through bond issues and capital outlays, and

WHEREAS, by resolution dated March 24, 2005, the Authority adopted a connection fee program under N.J.S.A. 40:14B-24 which specifically authorizes the Authority to adopt a program requiring the payment of a connection fee by individuals or parties making new connections to the System, pursuant to its terms; and

WHEREAS, N.J.S.A. 40:14B-24 states "[t]he connection fee shall be recomputed at the end of each fiscal year of the authority, after a public hearing is held in the manner prescribed in section 23 of P.L. 1957, c. 183 (C. 40:14B-23). The revised connection fee may be imposed upon those who subsequently connect in that fiscal year to the system"; and

WHEREAS, in accordance with N.J.S.A. 40:14B-24 the connection fee is calculated by dividing the net investment in the Water Pollution Control system by the number of equivalent dwelling units (EDU's), and

WHEREAS, the number of EDU's decreased 7,689 or 2.7% from 288,884 to 281,195 as of December 31, 2012 and 2013 respectively due to the decrease in the gallons of waste water delivered to the System, and

WHEREAS, the Authority net investment in the System increased 4.3% from \$481,372,383 to \$501,893,023 as of December 31, 2012 and 2013, respectively due to the amount paid for interest and principal on the Authority's Water Pollution Control System existing debt, and

WHEREAS, the decrease in EDU's and the increase in Authority Water Pollution Control System existing debt results in an increase in the connection fee, and

WHEREAS, the firm of Lerch, Vinci & Higgins, L.L.P., the auditors for the Authority, has prepared a report dated April 24, 2014 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 remainder of 2014 and until the fee is recomputed in 2015, in accordance with the formula set forth in N.J.S.A. 40:14B-24, for the privilege of making the connection (the "Lerch Report"); and

WHEREAS, on June 26, 2014, in accordance with the requirements of N.J.S.A. 40:14B-24, the Authority conducted a public hearing ("Hearing") on the proposed revision of its connection fee in the manner prescribed by N.J.S.A. 40:14B-23; and

14-1-037

WHEREAS, testimony at the Hearing was taken by the Director of Solid Waste and Information and Technology Systems as the hearing officer; and

WHEREAS, the Director of Solid Waste and Information Technology Systems rendered an oral report to the Commissioners of the Authority; and

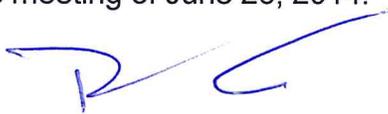
WHEREAS, the Authority, having considered: (1) the report of the Director of Solid Waste and Information Technology Systems of the testimony provided at the June 26, 2014 public hearing; (2) the Lerch Report; and (3) the exhibits entered into evidence at the hearing, has determined that it would be in the best interest of the Authority and the ratepayers to revise the connection fee program; and

WHEREAS, the Authority has determined that the appropriate connection fee for the remainder of 2014 and until a new rate is established in 2015 shall be a rate of \$1,785.00 per service unit as calculated in the Lerch Report;

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

1. The Authority hereby amends the connection fee to \$1,785.00 per service unit as calculated in the Lerch Report effective as of the date of this Resolution until a new rate is adopted in 2015.
2. The Executive Director is hereby authorized to take any and all steps necessary for the implementation of the connection fee program.
3. The formal action(s) of the Commissioners of the 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 the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Bergen County Utilities Authority ("Authority") is a county utilities authority, organized pursuant to N.J.S.A. 40:14B-1 et seq. and authorized to provide, inter alia, sewage collection and disposal services and the relief of waters in or bordering the State from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

WHEREAS, the Borough of Little Ferry ("Borough") is a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 40A:60-1 et seq., and authorized to provide essential municipal services to protect the public health, safety and welfare of its inhabitants; and

WHEREAS, the Borough is a constituent municipality in the Authority's sewer service district; and

WHEREAS, the Authority owns, operates and maintains a wastewater treatment plant located in the Borough; and

WHEREAS, the Authority's wastewater treatment plant and administrative facilities comprise approximately one-third (1/3) of the total land within the Borough; and

WHEREAS, in lieu of any other compensation or payment(s), the Authority agrees to pay to the Borough for the 2014 calendar year only, the sum of **\$150,000.00** for the Borough providing to the Authority extraordinary services above and beyond the providing of standard or routine municipal services historically and presently provided by the Borough to the Authority; and

WHEREAS, N.J.S.A. 40:14B-20 authorizes and permits the Authority to enter into any and all contracts, execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Authority or to carry out any power expressly given to the Authority pursuant to N.J.S.A. 40:14B-1 et seq., expressly subject to N.J.S.A. 40A:11-1 et seq. ("Local Public Contracts Law"); and

WHEREAS, the Authority has engaged in discussions with the Borough regarding the nature and extent of providing municipal services, and the Authority's payment of compensation for said services for the 2014 calendar year and considers the formation of an agreement to be necessary and/or desirable for the Authority's continued efficient operations; and

WHEREAS, the Executive Director has reviewed a proposed inter-local agreement with the Borough and recommends that the Commissioners of the Authority accept the terms

14-1-038

of the proposed agreement with the Borough on file at the Authority offices, for the provision of extraordinary municipal services to the Authority for the calendar year 2014; and

WHEREAS, the Chief Financial Officer of the Authority has certified that funds are available for this purpose and his Certificate is on file at the Authority.

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

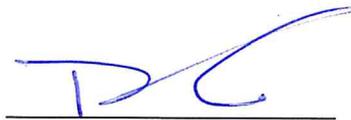
1. The Chairman shall be and he is hereby authorized to execute an Agreement with the Borough of Little Ferry in final form acceptable to the Commissioners, as evidenced by the Chairman's signature thereon, for the providing of extraordinary municipal services by the Borough of Little Ferry to the Authority during calendar year 2014 for the total sum of **\$150,000.00** to be paid by the Bergen County Utilities Authority to the Borough of Little Ferry.

2. A copy of this Resolution and the Agreement entered into with the Borough of Little Ferry pursuant to this Resolution shall be placed on file and made available for public inspection in the office of the Executive Director, upon execution by the Authority.

3. The Chief Financial Officer's Certification confirming the availability of funds for this obligation shall be placed on file and made available for public inspection in the Office of the Executive Director.

4. The formal action(s) of the Commissioners of The 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 the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014
RESOLUTION #: 14-1-038

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT A-620-55300-000

VENDOR BOROUGH OF LITTLE FERRY

CONTRACT NUMBER

REASON 2014 EXTRAORDINARY SERVICES

AMOUNT \$150,000.00

CONTRACT LENGTH



TREASURER/CFO

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE BERGEN COUNTY UTILITIES AUTHORITY

AND

THE BOROUGH OF LITTLE FERRY

**TO PROVIDE FOR THE PERFORMANCE OF EXTRAORDINARY
MUNICIPAL SERVICES AND PAYMENT OF COMPENSATION**

WHEREAS, THE BERGEN COUNTY UTILITIES AUTHORITY, a body politic incorporated in the State of New Jersey, hereinafter referred to as “**Authority**”, is a county utilities **Authority**, organized pursuant to N.J.S.A. 40:14B-1 et seq. and authorized to provide, inter alia, sewage collection and disposal services and the relief of waters in or bordering the State of New Jersey from pollution arising from causes within the district and the relief of waters in, bordering or entering the district from pollution or threatened pollution on behalf of its constituent members; and

WHEREAS, the Borough of Little Ferry is a municipal corporation of the State of New Jersey, organized pursuant to N.J.S.A. 40A:60-1 et seq. (hereinafter “**Little Ferry**”), and authorized to provide essential municipal services to protect the public health, safety and welfare of its inhabitants; and

WHEREAS, the Authority’s wastewater treatment plant is located in the Borough of **Little Ferry**, a constituent municipality in the **Authority’s** sewer service district; and

WHEREAS, the **Authority's** wastewater treatment plant and administrative facilities comprise approximately one-third (1/3) of the total land within the Borough of Little Ferry; and

WHEREAS, for the 2014 calendar year only, the Authority requested and Little Ferry agreed to provide extraordinary municipal services as defined herein; and

WHEREAS, in lieu of any other compensation or payment(s), the **Authority** has agreed to pay to the Borough of **Little Ferry** for the 2014 calendar year only, the sum of One Hundred Fifty Thousand Dollars (**\$150,000.00**) in consideration for **Little Ferry's** providing to the **Authority** of extraordinary services in addition to the standard municipal services historically and presently provided to the **Authority** by the Borough of **Little Ferry**; and

WHEREAS, N.J.S.A. 40:14B-20 authorizes and permits the **Authority** to enter into any and all contracts, execute any and all instruments and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the **Authority** or to carry out any power expressly given to the **Authority** pursuant to N.J.S.A. 40:14B-1 et seq., expressly subject to N.J.S.A. 40A:11-1 et seq. ("Local Public Contracts Law"); and

WHEREAS, the **Authority** has engaged in discussions with **Little Ferry** regarding the nature and extent of providing municipal services, and the **Authority's** payment of compensation for said services for the 2014 calendar year only and considers the formation of an agreement to be necessary and/or desirable for the Authority's continued efficient operations; and

WHEREAS, **Little Ferry** shall provide the following services: police protection; snow removal and other activities related to ensure the clear and safe passage of the

Authority's roadway system; other Public Works functions as requested and as staffing permits; waiving of any and all permitting associated with the Building Department; First Aid/EMS services; Fire Protection Services via the Little Ferry Fire Department; coordination and sharing of required training for such certifications related to insurance or general operations such as but not limited to blood borne pathogens, first aid, etc.; a "spot" on the Borough's digital sign to advertise regional events conducted by the Authority such as recycling dates, etc.; and other activities mutually agreed upon by staff that routinely occur in the operations of each prospective entity; and

WHEREAS, Little Ferry is desirous of entering into an agreement with the Authority for the 2014 calendar year in order to provide to the **Authority** extraordinary municipal services, as hereinafter defined, in consideration for the **Authority's** payment to **Little Ferry** of the sum of One Hundred Fifty Thousand Dollars (**\$150,000.00**) as compensation therefore;

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

1. **Little Ferry** hereby agrees to perform extraordinary municipal services on behalf of the **Authority**, in consideration for the payment of the compensation set forth in Paragraph 2 hereof. Extraordinary municipal services include, but are not limited to, public works services, such as street sweeping, branch/tree removal and snow removal causing obstruction(s) to **Authority** property and roadways, additional police patrols and surveillance, non-emergent ambulance and fire services, such as periodic inspections, emergency and evacuation training, etc., at the staffing levels and/or frequencies, where available, that are mutually agreeable to the **Authority** and **Little Ferry**, as set forth on Exhibit A, annexed hereto and incorporated herein by

reference.

Notwithstanding anything to the contrary herein contained, **Little Ferry** shall not be relieved nor shall it be entitled to receive additional compensation hereunder from the **Authority** for its providing of ordinary and emergency municipal services provided by the **Little Ferry** police, fire, ambulance (i.e., including 9-1-1 and emergency calls) and public works departments historically provided to and received by the **Authority**, in the discharge of **Little Ferry's** obligations as a municipal corporation and consistent with its responsibility to protect the public health, welfare and safety of all its inhabitants and property owners and their invitees.

Little Ferry agrees to provide to the **Authority** an annual certification of the actual costs incurred by **Little Ferry** in providing the **Authority** with the level of extraordinary municipal services approved by the **Authority** and for which it has elected to compensate **Little Ferry** pursuant to this Agreement. For calendar year 2014, the anticipated cost breakdown is Ninety Thousand Dollars (\$90,000.00) for police services, Thirty Thousand Dollars (\$30,000.00) for Public Works Services and Fifteen Thousand Dollars (\$15,000.00) for EMS and Fire Department services.

2. The **Authority** shall pay to **Little Ferry** the sum of One Hundred Fifty Thousand Dollars (**\$150,000.00**) for the 2014 calendar year for the extraordinary municipal services rendered by **Little Ferry** on behalf of the **Authority** in calendar year 2014 pursuant to this Agreement. Payments shall be made by the **Authority** to **Little Ferry** on or around August 15 and November 15 in the amount of Seventy-Five Thousand Dollars (**\$75,000.00**) each or, if the **Authority** so elects, by notifying the **Little Ferry** CFO by August 1, 2014 that the **Authority** shall make a one time lump sum payment of One Hundred Fifty Thousand Dollars (**\$150,000.00**) to **Little Ferry** on

or around October 1, 2014.

3. This Agreement is limited to **Little Ferry's** performance of extraordinary municipal services, as defined in Paragraph 1, hereof, for the calendar year 2014. The **Authority's** obligation to pay **Little Ferry** compensation for extraordinary municipal services it renders on behalf of the **Authority** is limited solely to the 2014 calendar year. Neither **Little Ferry's** performance of extraordinary municipal services on behalf of the **Authority** in the 2014 calendar year, nor the **Authority's** payment of compensation to **Little Ferry** in the 2014 calendar year shall constitute or be interpreted as a precedent or authority for the continuation of the performance of extraordinary municipal services by **Little Ferry** for the **Authority** or the payment of compensation by the **Authority** to **Little Ferry** for same in future years.

4. The parties further agree that the covenants, terms and conditions set forth in this Agreement are interdependent upon each other and constitute an integral part of this Agreement. In recognition of the above, the parties expressly agree that the responsibilities of the **Authority** under this Agreement shall terminate immediately upon a determination and/or finding by a court of competent jurisdiction, or any governmental agency exercising jurisdiction, that this Agreement, or any part hereof, contravenes any statute, rule or regulation of this State, is contrary to public policy, is determined not to be just or reasonable or that any duty or obligation hereunder of the parties constitutes an "ultra vires" act, and is therefore illegal and void, or is otherwise deemed unlawful, and as a result of which the payment of any or all monies pursuant to this Agreement by the **Authority** is deemed to be invalid, and that the execution of this Agreement by **Little Ferry** shall evidence its consent to the release,

relinquishment and refunding to the **Authority** of those monies for which payment was found to be invalid.

5. The parties agree that in the event any legal and/or administrative proceedings are initiated against the **Authority** or **Little Ferry** challenging any provision of this Agreement prior to the payment of monies by the **Authority** to **Little Ferry** in accordance with Paragraph 2 hereof, the obligation of the **Authority** to pay such funds shall be suspended until such time as a final determination by a court of competent jurisdiction or the governmental agency exercising jurisdiction is rendered, and any appeals therefrom are exhausted, regarding the challenged provision(s) of this Agreement.

In the event any legal and/or administrative proceedings are initiated against the **Authority** challenging any provision of this Agreement subsequent to the payment of monies by the **Authority** to **Little Ferry** in accordance with Paragraph 2 hereof, the parties expressly agree that the execution of this Agreement by **Little Ferry** shall evidence its consent to the release, relinquishment and refunding to the **Authority** of those monies should payment ultimately be determined to be invalid.

6. This Agreement shall terminate and the obligations of the parties hereunder shall cease, absolutely and unconditionally, upon the enactment of legislation that becomes effective during the term hereof, or alternatively, a final non-binding Court Order is entered, entitling **Little Ferry** to economic benefits for the provision of the extraordinary municipal services to the **Authority** contemplated by this Agreement.

In the event such legislation is enacted into law or a final non-binding Court Order is entered incorporating any portion of the 2014 calendar year, the **Authority** shall be entitled to a pro-rata credit/refund of the annual payment of compensation it

makes to **Little Ferry** under this Agreement, for the period the legislation or Court Order conferring economic benefits upon **Little Ferry** applies.

7. The modification, amendment, supplementation or waiver of any of the terms and provisions of this Agreement, or consent to any departure from said terms and provisions by the parties hereto, shall in no event be effective unless same shall be in writing and duly authorized and executed by a duly authorized representative of both the **Authority** and **Little Ferry**.

8. This Agreement supersedes any and all prior agreements, representations, negotiations and verbal or written communications as to those terms in conflict with the terms set forth herein, by and between the parties hereto relating to the subject matter hereof and constitutes the entire Agreement between the parties.

9. Notwithstanding anything to the contrary set forth herein, the parties agree that utilization of sludge dewatering facilities located in **Little Ferry** as “back up”, redundant or secondary capacity to effectuate the dewatering of sludge shall not entitle **Little Ferry** to any payment of compensation or economic benefit(s) from the **Authority**, as set forth in that certain Consent Order entered in proceedings in the United States District Court for the District of New Jersey entitled, “United States of America and New Jersey v. Joint Meeting of Essex and Union Counties (Bergen County Utilities Authority), et al.”, Civil Action No. 89-3339XX(HAA).

10. The **Authority** covenants that the undersigned representative or officer of the **Authority** has been duly authorized to execute this Agreement, as evidenced by the resolution of the **Authority** annexed hereto as Exhibit B and incorporated herein by reference.

11. **Little Ferry** covenants that the undersigned representatives or officer

of **Little Ferry** has been duly authorized to execute this Agreement, as evidenced by the resolution of **Little Ferry** annexed hereto as ExhibitC and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

ATTEST:

**THE BERGEN COUNTY
UTILITIES AUTHORITY**

By: _____
Andrew 'Chuck' Vaccaro, Chairman

ATTEST:

BOROUGH OF LITTLE FERRY

By: _____
Mauro D. Raguseo, Mayor

Re: Resolution

Dated: _____, _____

EXHIBITA

Inter-Local Services Agreement **Extraordinary Services** **Little Ferry & The Bergen County Utilities Authority**

Municipal Services by Category of Department

Police Department:

- Patrol of grounds above the Standard Emergency Responses to Property.
- Inclusion / guidance of OEM Terror Alerts with Borough.
- Training availability: CPR, Blood Borne Pathogen, Defib Training Adult/Child.
- K-9 Unit availability.
- BCUA Security Camera off-hour monitoring.

Department of Public Works:

- Snow removal services of 3 miles of roadway and parking areas. Borough has dedicated personnel to the BCUA property for ongoing removal during the snow fall and for familiarity of property.
- Salting services provided for all areas.
- Goose Droppings Cleaning Service – Borough owns special machinery.
- Wood chipping service for small tree limbs on property.
- Training inclusion for any available Borough workshops.
- Street Sweeper Service
- Other reasonable assistance provided upon the request from the BCUA Executive Director.

Ambulance Service:

- Responses above the necessary Emergency Calls for Assistance.
- Inclusion in any training provided by Borough.

Fire Department:

- Responses above the necessary Emergency Calls for Assistance.
- Inclusion in any training provided by Borough.

OEM:

- Inclusion: BCUA representative appointed to the Borough's OEM Council. This individual would be selected by the BCUA and have an active role on the Borough's OEM Council. This would allow for the Borough's continued assistance to the BCUA during an emergency situation.
- Increase emergency services presence at site during any declared State of Emergency.
- Inclusion in any training provided by Borough.

**RESOLUTION OF THE BERGEN COUNTY UTILITIES AUTHORITY
AUTHORIZING THE TRANSFER OF THE
KINGSLAND FORCE MAIN
TO THE NEW JERSEY MEADOWLANDS COMMISSION**

WHEREAS, in April, 2002 The Bergen County Utilities Authority (the "Authority") adopted a resolution, attached hereto as Exhibit A, determining that it was in the best interests of the ratepayers of the Authority to convey a transfer station located at One Disposal Road, North Arlington, New Jersey, and related property (the "Transfer Station Property") to the New Jersey Meadowlands Commission (the "NJMC") in accordance with an agreement among the Authority, the County of Bergen (the "County") and the NJMC dated as of February 14, 2002 (the "Transfer Station Property Agreement"); and

WHEREAS, the Authority at that time did, and still does, own and operate a 12-inch sanitary sewer force main pipe known as the Kingsland Park Sanitary Landfill Leachate Force Main (the "Kingsland Force Main") which runs along Valley Brook Avenue and Chubb Avenue in Lyndhurst, New Jersey; and

WHEREAS, the Authority had proposed the transfer of the Kingsland Force Main to the NJMC as part of Transfer Station Property Agreement; and

WHEREAS, the Transfer Station Property was conveyed to the NJMC upon approval of the Transfer Station Property Agreement by the April, 2002 resolution of the Authority, however the Transfer Station Property Agreement did not include the Kingsland Force Main; and

WHEREAS, the Authority now wishes to authorize the transfer of the Kingsland Force Main and to authorize the execution of an agreement entitled "Intergovernmental Agreement between The New Jersey Meadowlands Commission and The Bergen County Utilities Authority for Transfer of the Kingsland Park Sanitary Landfill Leachate Force Main" (the "IGA") to effectuate this transfer, in substantially the form attached hereto as Exhibit B; and

WHEREAS, the Authority has determined that pursuant to N.J.S.A. 40:14B-20(5) the Kingsland Force Main is no longer necessary for the purposes of the Authority and that it is in the best interests of the ratepayers of the Authority to convey the Kingsland Force Main to the NJMC in accordance with the terms and conditions in the IGA and as described in the IGA; and

WHEREAS, the Authority has determined that there is no outstanding debt of the Authority related to the construction, reconstruction, rehabilitation or maintenance of the Kingsland Force Main which needs to be defeased prior to the transfer of the Kingsland Force Main and the impact of the this transfer upon the other finances of the Authority is de minimis.

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

1. In accordance with N.J.S.A. 40:14B-20(5), and expressly subject to the terms, conditions, covenants and understandings set forth in the IGA, the Authority hereby concludes that the Kingsland Force Main is no longer necessary for the purposes of the Authority and that it is in the best interests of the ratepayers of the Authority to convey the Kingsland Force Main to the NJMC in accordance with the terms and condition in the IGA and as described in the IGA.

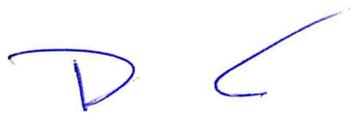
2. The Authority hereby concludes that there is no outstanding debt of the Authority related to the construction, reconstruction, rehabilitation or maintenance of the Kingsland Force Main which needs to be defeased prior to the transfer of the Kingsland Force Main and the impact of the this transfer upon the other finances of the Authority is de minimis.

3. The IGA, in substantially the form attached hereto as Exhibit B, is approved, subject to such revisions as may be recommended by the Authority and/or their counsel, and the transfer of the Kingsland Force Main which runs along Valley Brook Avenue and Chubb Avenue in Lyndhurst, New Jersey as further described in the IGA is also hereby approved.

4. The Authority hereby authorizes the Chairman, its staff, attorneys and consultants engaged to represent the Authority's interests in this transfer, to sign and deliver the IGA, Deed, Bill of Sale and all other documents required to be delivered by the Authority, as Seller, to NJMC, as Buyer, as set forth in the IGA, in form satisfactory to the Authority and its attorney, as evidenced by the Chairman's signature thereon, expressly subject to the terms, conditions, covenants, obligations and understandings in the IGA and take all other actions reasonably necessary to effectuate the intent and purpose of the IGA and this Resolution.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014

14-1-039

Exhibit A

14-1-039

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Seconded by Commissioner Tedeschi and unanimously carried by the following roll call vote:

AYES: Commissioners: Tedeschi
Becken
Cassella
Glidden
Kelley
Mattei
Raimondo
Focarino

NAYES: None

The following resolution was introduced by Commissioner Glidden who moved its adoption:

BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that the claims supported by vouchers totaling \$4,372,492.16 be paid, and the Chief Financial Officer is hereby directed to issue the necessary checks therefor, and to charge the accounts indicated, all as more fully set forth on the Chief Financial Officer's check list; and

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

Seconded by Commissioner Tedeschi and unanimously carried by the following roll call vote:

AYES: Commissioners: Tedeschi
Becken
Cassella
Glidden
Kelley
Mattei
Raimondo
Focarino

NAYES: None

The following resolution was introduced by Commissioner Glidden who moved its adoption:

BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that;

WHEREAS, The Bergen County Utilities Authority (the "Authority") has heretofore issued its 1992 Solid Waste System Revenue Bonds, Refunding Series A (the "Solid Waste Bonds"); and

WHEREAS, the Authority has determined that it is in the best interests of the ratepayers of the Authority to convey its Transfer Station Property to the New Jersey Meadowlands Commission ("NJMC") in accordance with, inter alia, an Agreement among the Authority, the County of Bergen (the "County") and NJMC, dated as of February 14, 2002 (the "IGA") and a proposed Agreement between the Authority and NJMC to sell the Transfer Station Property ("Agreement"); and

WHEREAS, pursuant to the IGA and the resolution of the Authority adopted April 16, 1992 entitled, "Resolution Authorizing the Issuance of Solid Waste System Revenue Bonds of The Bergen County Utilities Authority", as amended and supplemented (the "General Bond Resolution"), the Authority is required to defease all remaining

AYMENT OF
ILLS:

SALE OF
TRANSFER
STATION:

outstanding Solid Waste Bonds to permit the conveyance of the Transfer Station Property pursuant to, inter alia, the IGA; and

WHEREAS, N.J.S.A. 40:14B-20 vests in the Authority the power to dispose of property no longer necessary for the purposes of the Authority; and

WHEREAS, the Agreement requires the Authority to represent that the proposed sale of the Transfer Station Property is to be approved by Resolution of the Commissioners of the Authority at an open public meeting in accordance with applicable statutory law, rule and/or regulation and that the Authority is authorized and empowered to sign and deliver the Agreement, Deed, Bill of Sale and all other documents required to be delivered by the Authority to NJMC, as set forth in the Agreement;

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

1. In accordance with N.J.S.A. 40:14b-20(5), and expressly subject to the terms, conditions, covenants and understandings set forth in the IGA and the Agreement, the Authority hereby concludes that it is in the best interests of the Authority and its ratepayers to sell to the NJMC the Transfer Station Property defined in the IGA and the Agreement, as same is deemed no longer necessary for the purposes of the Authority.

2. The Authority hereby authorizes the Chairman, its staff and consultants engaged to represent the Authority's interests in the defeasance of the Authority's Solid Waste Bonds and sale of the Authority's Property, to sign and deliver the Agreement, Deed, Bill of Sale and all other documents required to be delivered by the Authority, as Seller, to NJMC, as Buyer, as set forth in the Agreement, in form satisfactory to the Authority, as evidenced by the Chairman's signature thereon, expressly subject to its terms, conditions, covenants, obligations and understandings and the IGA.

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

Seconded by Commissioner Tedeschi and unanimously carried by the following roll call vote:

- AYES: Commissioners:
- Tedeschi
 - Becken
 - Cassella
 - Glidden
 - Kelley
 - Mattei
 - Raimondo
 - Focarino

NAYES: None

DEFEASE
SOLID WASTE
BONDS:

The following resolution was introduced by Commissioner Glidden who moved its adoption:

BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that;

WHEREAS, The Bergen County Utilities Authority (the "Authority") has heretofore issued its 1992 Solid Waste System Revenue Bonds, Refunding Series A (the "Solid Waste Bonds"); and

WHEREAS, the Authority has determined to convey its Solid Waste System facilities to the New Jersey Meadowlands Commission ("NJMC") in

14-1-039

Exhibit B

14-1-039

Page 4 of 4

**Intergovernmental Agreement between The New Jersey Meadowlands
Commission and The Bergen County Utilities Authority for Transfer of the
Kingsland Park Sanitary Landfill Leachate Force Main**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
NEW JERSEY MEADOWLANDS COMMISSION AND THE BERGEN COUNTY
UTILITIES AUTHORITY FOR THE TRANSFER OF THE KINGSLAND PARK
SANITARY LANDFILL LEACHATE FORCE MAIN**

This Agreement is dated as of the _____ day of June, 2014 and is between the New Jersey Meadowlands Commission ("Meadowlands Commission"), a public body corporate and politic of the State of New Jersey ("State") and The Bergen County Utilities Authority (Authority"), a public body corporate and politic of the State of New Jersey (collectively, the "Parties").

BACKGROUND

WHEREAS, the Authority is a public body corporate and politic of the State of New Jersey organized under the laws of the State of New Jersey, specifically the municipal and county utilities authorities law, N.J.S.A. 40:14B-1 et seq; and

WHEREAS, the Authority provides water pollution control services to forty seven (47) municipalities in the County of Bergen, State of New Jersey, as well as various industrial and other facilities in those municipalities which connect directly to the Authority's water pollution control facilities; and

WHEREAS, the Authority owns and operates two wastewater treatment plants, as well as various trunk lines, interceptor lines, pump stations, meter chambers and other facilities necessary for the efficient operation and maintenance of the Authority's Water Pollution Control Facilities (collectively, the "WPCF Facilities"); and

WHEREAS, the Kingsland Redevelopment Area was designated an area in need of redevelopment by the Meadowlands Commission and includes property located in North Arlington and Rutherford, New Jersey, as well as, Lyndhurst, New Jersey; and

WHEREAS, the Kingsland Redevelopment Area is not within the Authority's Wastewater Management Plan Planning Area; and

WHEREAS, the Kingsland Redevelopment Area encompasses four landfills known as the Rutherford, Lyndhurst, Avon and Kingsland Park Sanitary Landfills; and

WHEREAS, as part of the efforts of American Home Association ("AHA") acting as the surety for the Meadowlands Commission, to achieve final closure of the landfills in the Kingsland Redevelopment Area, it has been determined that the leachate flow from Kingsland Park Sanitary Landfill Leachate Pump Station (the "KPSL Leachate Pump Station") should be redirected from the Authority's Joint Meeting sewage pump station in Rutherford, New Jersey to the Passaic Valley Sewerage Commission (the "PVSC") wastewater treatment plant in Newark, New Jersey; and

WHEREAS, the Authority owns and operates a 12-inch force main pipe known as the Kingsland Park Sanitary Landfill Leachate Force Main (the “Kingsland Force Main”) which runs along Valley Brook Avenue and Chubb Avenue in Lyndhurst, New Jersey all as set forth in Exhibit A hereto; and

WHEREAS, the Kingsland Force Main carries leachate flow from the KPSL Leachate Pump Station in Lyndhurst, New Jersey and sewage flow from the Extended Stay America Hotel located in Rutherford, New Jersey (the “ESA Hotel”) to the Authority’s Joint Meeting sewage pump station in Rutherford, New Jersey; and

WHEREAS, redirection of the leachate flow from KPSL Leachate Pump Station to the PVSC required by the Meadowlands Commission requires a portion of the Authority’s Kingsland Force Main; and

WHEREAS, the Meadowlands Commission has therefore requested that the Authority transfer the Kingsland Force Main to it so that the Meadowlands Commission may redirect the leachate from the leachate collection system for the Kingsland Park Sanitary Landfill to the PVSC; and

WHEREAS, the Authority has agreed to transfer ownership of the Kingsland Force Main to the Meadowlands Commission so that the leachate flow may be directed to the PVSC; and

WHEREAS, subject to the terms and conditions herein, the Meadowlands Commission acting through its agents has agreed to retrofit the portion of the Kingsland Force Main retained by the Authority as described in the Scope of Work as set forth in Exhibit B hereto (the “Proposed Improvements”), and serving the ESA Hotel and any other user receiving sewage service via the subject section of the Kingsland Force Main retained by the Authority for the benefit of those who may be affected by the proposed conveyance described herein (who, along with the ESA Hotel, are collectively referred to herein as the “KPSL Leachate Force Main Users”), such that the KPSL Leachate Force Main Users will continue to receive uninterrupted sewage service in the same manner and of the same quality as they currently receive; and

WHEREAS, the Meadowlands Commission has caused AHA to serve as the construction engineer for the Proposed Improvements as defined herein; and

WHEREAS, the Proposed Improvements as set forth in Exhibit B generally consist of retrofitting and “sleeving” the existing portion of the Kingsland Force Main between the ESA Hotel and the Authority’s Joint Meeting pump station in Rutherford, New Jersey retained by the Authority as part of its sewer system, for the benefit of the Kingsland Force Main Users in the manner approved by the Authority and it’s engineers herein and for which the Authority shall have no responsibility; and

WHEREAS, there is no outstanding debt of the Authority related to the construction reconstruction, rehabilitation, or maintenance of the Kingsland Force Main and which needs to be defeased prior to the transfer of the Kingsland Force Main.

NOW THEREFORE in consideration of the covenants and agreements herein set forth, the Parties, intending to be legally bound, agree as follows:

I. DEFINITIONS

For purposes of this Agreement, all capitalized terms used herein shall have the following meanings:

"Agreement" means this Intergovernmental Agreement, as it may be amended and supplemented from time to time.

"Closing Date" shall mean the date of transfer of the Kingsland Force Main, which date shall be _____, 2014.

"Party" means the Meadowlands Commission or the Authority.

II. REPRESENTATIONS AND WARRANTIES

2.1 Representations by the Meadowlands Commission.

The Meadowlands Commission hereby represents and warrants as follows:

(a) The Meadowlands Commission is duly authorized under the Constitution and laws of the State to execute and deliver this Agreement, and the Meadowlands Commission has taken all actions required on its part for the execution and delivery of this Agreement and the performance of the Meadowlands Commission's obligations hereunder;

(b) Upon its execution by the Meadowlands Commission, this Agreement shall be a valid and binding obligation of the Meadowlands Commission, enforceable in accordance with its terms;

(c) The execution and delivery of this Agreement and the performance by the Meadowlands Commission of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Meadowlands Commission is a party or by which it is bound; and

(d) No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Agreement by the Meadowlands

Commission or the performance by the Meadowlands Commission of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Agreement; and no authority or proceeding for the transactions on the part of the Meadowlands Commission contemplated by this Agreement has been repealed, revoked or rescinded.

2.2 Representations by the Authority.

The Authority hereby represents and warrants as follows:

(a) The Authority is duly authorized under the Constitution and laws of the State to execute and deliver this Agreement, and the Authority has taken all actions required on its part for the execution and delivery of this Agreement and the performance of the Authority's obligations hereunder;

(b) Upon its execution by the Authority, this Agreement shall be a valid and binding obligation of the Authority, enforceable in accordance with its terms;

(c) The execution and delivery of this Agreement and the performance by the Authority of its obligations hereunder do not conflict with any applicable law, rule or regulation and will not constitute a breach of or default under any agreement, instrument or undertaking to which the Authority is a party or by which it is bound; and

(d) No litigation or administrative action of any nature is now pending seeking to restrain or enjoin the execution and delivery of this Agreement by the Authority or the performance by the Authority of its obligations hereunder, or in any manner questioning the proceedings or authority under which the same have been effected or the validity or enforceability of this Agreement; and no authority or proceeding for the transactions on the part of the Authority contemplated by this Agreement has been repealed, revoked or rescinded.

III. BEST EFFORTS.

3.1 Cooperation. The Parties shall use their best efforts to supply to each other such reasonable assistance as may be needed to implement the terms of this Agreement.

IV. OBLIGATIONS OF THE PARTIES.

4.1 The Authority will deliver possession of the Kingsland Force Main to the Meadowlands Commission via a quitclaim deed on the Closing Date. The premises are to be conveyed "as is", and in accordance with any and all real estate sale documents associated with the sale of the Kingsland Force Main to the Meadowlands Commission.

4.2 Indemnification. To the fullest extent permitted by law, the Meadowland Commission (the "Indemnitor") hereby assumes for itself, its agents, servants and employees, specifically including American Homes Association, and the Authority (the "Indemnitee") entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons and to all property, caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement; and if any claims for such damage or injury (including death resulting therefrom) be made or asserted, the Indemnitor agrees to indemnify and save harmless the Indemnitee from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, that the Indemnitee may directly or indirectly sustain, suffer or incur as a result therefrom and the Indemnitor agrees to and does hereby assume the defense of any action at law or in equity which may be brought against the Indemnitee upon or by reason of such claims and to pay on behalf of the Indemnitee, upon demand, the amount of any judgment that may be entered against the Indemnitee in any such action. Nothing contained in this Section shall constitute, or be deemed or construed to constitute, a modification, alteration, or limitation of Indemnitor liability and responsibility as set forth in any other provision of this Agreement, it being understood and agreed by the Indemnitor that such liability and responsibility shall be in addition to the obligations of the Indemnitor under this Section. The Indemnitee shall endeavor to assist and cooperate as reasonably requested by the Indemnitor and their agents, servants, officers and employees, in the event of all and any claims, demands, lawsuits, action or other proceedings whatsoever arising out of or occurring in connection with the acquisition, use and or operation of the Kingsland Force Main or from the performance of this Agreement.

4.3 Escrow Fund. The Meadowlands Commission will deposit with the Authority the amount of _____ 00/100 (\$ _____) DOLLARS (the "Escrow Deposit"), to be deposited in an escrow account and disbursed upon request by the Authority for professional and consultant fees and shall be accompanied by invoices showing costs incurred by or on behalf of the Authority arising out of or in connection with the transfer of the Kingsland Force Main. Additional deposits to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Authority pursuant to the terms of this Agreement.

V. MISCELLANEOUS

5.1 Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become effective and binding when one or more counterparts hereof, individually or taken together, shall bear the signature of each of the Parties.

5.2 Integration. There are no oral promises, terms, conditions, or obligations other than

those expressly contained herein; this Agreement shall supersede all previous oral communications, representations or agreements.

5.3 Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties, the successors, and assigns.

5.4 Persons to Whom Notice Shall be made. Notices to Parties shall be addressed as follows: (a) Notices concerning the Meadowland Commission shall be sent to:

_____, Executive Director
New Jersey Meadowlands Commission One DeKorte Park Plaza
Lyndhurst, N.J. 07071

With a copy to:

[John M. Van Dalen, Director of Legal Affairs
New Jersey Meadowlands Commission
One DeKorte Park Plaza
Lyndhurst, N.J. 07071]

and

[Helene Chudzik, Deputy Attorney General
Division of Law
P.O. Box 093
Trenton, N.J. 08625-0093]

Notices concerning the Authority shall be sent to:

Rober E. Laux, Executive Director
The Bergen County Utilities Authority
Foot of Mehrhof Road
PO Box 9
Little Ferry, N.J. 07643

With a copy to:

Eric Anderson, Chief Engineer/Director of WPC Division
And
Richard Wierer, Director of Solid Waste
The Bergen County Utilities Authority
Foot of Mehrhof Road
PO Box 9

Little Ferry, N.J. 07643

Christopher B. Langhart, Esquire
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

Each recipient of notice, above, shall notify his or her counterparts by first class mail and at the earliest possible date of any substitutions of persons or change in address, telephone or facsimile transmission number.

5.5 Limited Liability. It is the intention of the Agreement that no Party, shall be liable for any obligations of any other Party, except as otherwise provided for herein.

5.6 Severability. Should any provision hereof for any reason be held illegal or invalid, no other provisions of the Agreement shall be affected and the Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

5.7 Headings. The headings in the Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

5.8 Waiver. The failure of a Party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

5.9 Successors and Assigns. The Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties.

5.10 New Jersey Law. The Agreement shall be construed according to, be subject to and be governed by the laws of the State, including, without limitation, the New Jersey Tort Claims Act, N.J.S.A 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A 59:13-1 et seq.

5.11 Amendments. The Agreement may not be amended without the written approval of all Parties.

5.12 Assignments, No Party may assign its interest in the Agreement without the prior written approval of all Parties.

5.13 No Third Party Beneficiaries. The Agreement is not intended under any circumstances to be for the benefit of any third party, or to create in favor of any third party any interest in the Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY OMMITTED]

IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be executed in its name and in its behalf by its proper officials and officers, as of the day and year first above written.

THE BERGEN COUNTY UTILITIES
AUTHORITY

Witness: _____

By: _____

NEW JERSEY MEADOWLANDS
COMMISSION

Witness: _____

By: _____

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement and pursuant to specifications, the Bergen County Utilities Authority (the "Authority") solicited bid proposals for **DST/WAS Beltpress Parts – Gravity Belt Thickeners (2 Years)**, pursuant to and in accordance with **Contract No. 14-07**; and

WHEREAS, no conforming bid proposals were received by the Authority on April 8, 2014, the date set forth in the Invitation to Bid for the receipt of bid proposals pursuant to and in accordance with **Contract No. 14-07**; and

WHEREAS, the Authority's Commissioners, by way of Resolution adopted May 22, 2014, authorized the Executive Director or his designee to re-advertise for the solicitation of bid proposals for **Contract No. 14-07 (Rebid)**, pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the following sole bid proposal was received by the Authority on June 10, 2014 for **Contract No. 14-07 (Rebid)**:

Vendor	Total Amount Bid for Two Years
Alfa Laval Ashbrook Simon-Hartley, Inc. Houston, TX	\$661,079.00

WHEREAS, the Authority's **Qualified Purchasing Agent** has reviewed the sole bid proposal and has recommended that **Alfa Laval Ashbrook Simon-Hartley, Inc.** should be awarded **Contract No. 14-07 (Rebid)** in accordance with N.J.S.A. 40A:11-1 et seq., as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **Alfa Laval Ashbrook Simon-Hartley, Inc.** constitutes the lowest complying and responsible bidder for **Contract No. 14-07 (Rebid)**, in accordance with N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the Authority; and

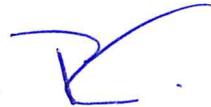
WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose.

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

14-2-033

1. **Alfa Laval Ashbrook Simon-Hartley, Inc.** shall be and is hereby determined to be the lowest complying and responsible bidder for **DST/WAS Beltpress Parts – Gravity Belt Thickeners (2 Years)**, constituting **Contract No. 14-07 (Rebid)** for a **Two Year Period** for a total sum of **\$661,079.00**.
2. The Chairman shall be and he is hereby authorized to execute an agreement with **Alfa Laval Ashbrook Simon-Hartley, Inc. of 11600 East Hardy, Houston, TX 77093** for **DST/WAS Beltpress Parts – Gravity Belt Thickeners (2 Years)**, constituting **Contract No. 14-07 (Rebid)** for a **Two (2) Year Period** for a total sum of **\$661,079.00**.
3. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.
4. A notice of this contract award shall be published in the form prescribed by law.
5. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014
RESOLUTION #: 14-2-033

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE FUNDS WILL BE CERTIFIED WHEN THE
PURCHASE ORDERS ARE ISSUED

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT W-550-61600-000

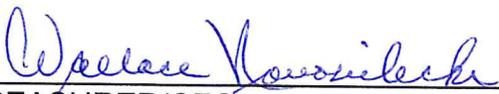
VENDOR ALPHA LAVAL ASHBROOK SIMON -
HARTLEY, INC.

CONTRACT NUMBER C14-07

REASON DST/WAS BELTPRESS PARTS -
GRAVITY BELT THICKENERS

AMOUNT \$661,079.00

CONTRACT LENGTH JULY 1, 2014 - JUNE 30, 2016



TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement and pursuant to specifications, the Bergen County Utilities Authority (the "Authority") solicited bid proposals to **Furnish and Deliver Spare Parts for Seepex Sludge Thickening Pumps - Two Years**, pursuant to and in accordance with **Contract No. 14-10**; and

WHEREAS, the following bid proposals were received by the Authority on **June 10, 2014** for **Contract No.14-10**:

Vendor	Total Amount Bid (Two Years)
Seepex, Inc. Enon, OH 45323	\$329,787.98
Hisco Pump, Inc. Bloomfield, CT 06002	\$358,365.14

WHEREAS, the Authority's **Qualified Purchasing Agent** has reviewed the bid proposals and has recommended that **Seepex, Inc.** be awarded **Contract No. 14-10** in accordance with N.J.S.A. 40:11-1 et seq., as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **Seepex, Inc.** constitutes the lowest complying and responsible bidder for **Contract No.14-10**, in accordance with N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the Authority; and

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose.

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

1. **Seepex, Inc.** shall be and is hereby determined to be the lowest complying and responsible bidder to **Furnish and Deliver Spare Parts for Seepex Sludge Thickening Pumps - Two Years**, pursuant to and in accordance with **Contract No. 14-10**, for a **Two (2) Year Period** for a total sum of **\$329,787.98**.
2. The Chairman shall be and is hereby authorized to execute an agreement with **Seepex, Inc.** of **511 Speedway Drive, Enon, OH 45323** to **Furnish and Deliver Spare Parts for Seepex Sludge Thickening Pumps - Two Years**, constituting **Contract No.14-10** for a total sum of **\$329,787.98**.

14-2-034

3. The bid security of all unsuccessful bidders shall be returned in accordance with N.J.S.A. 40A:11-1 et seq.
4. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.
5. A notice of this contract award shall be published in the form prescribed by law.
6. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with Contract No. 14-10, shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by Seepex, Inc. and the Authority.
7. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

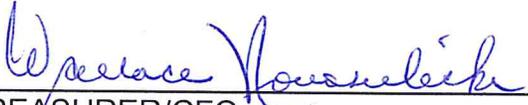
Dated: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014
RESOLUTION #: 14-2-034

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE	<u>FUNDS WILL BE CERTIFIED WHEN THE PURCHASE ORDERS ARE ISSUED</u>
FUNDS ARE NOT AVAILABLE	<u> </u>
BUDGET ACCOUNT	<u>W-550-61300-000</u>
VENDOR	<u>SEEPEX, INC.</u>
CONTRACT NUMBER	<u>C14-10</u>
REASON	<u>FURNISH & DELIVER SPARE PARTS FOR SEEPEX SLUDGE THICKENING PUMPS</u>
AMOUNT	<u>\$329,787.98</u>
CONTRACT LENGTH	<u>JULY 1, 2014 - JUNE 30, 2016</u>


TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement and pursuant to specifications, the Bergen County Utilities Authority (the "Authority") solicited bid proposals for **Boiler Maintenance for Little Ferry and Edgewater - Two Years with Two (2) One (1) Year Options**, pursuant to and in accordance with **Contract No. 14-12**; and

WHEREAS, the following bid proposals were received by the Authority on **June 10, 2014** for **Contract No.14-12**:

Vendor	Total Amount Bid (Two Years)
CJ Vanderbeck & Son, Inc. Paterson, NJ	\$264,000.00
Alpha Combustion Corporation Boonton, NJ	\$283,020.00

WHEREAS, the Authority's **Qualified Purchasing Agent** has reviewed the bid proposals and has recommended that **CJ Vanderbeck & Son, Inc.** be awarded **Contract No. 14-12** in accordance with N.J.S.A. 40:11-1 et seq., as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **CJ Vanderbeck & Son, Inc.** constitutes the lowest complying and responsible bidder for **Contract No.14-12**, in accordance with N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the Authority; and

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose.

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

1. **CJ Vanderbeck & Son, Inc.** shall be and is hereby determined to be the lowest complying and responsible bidder for **Boiler Maintenance for Little Ferry and Edgewater - Two Years with Two (2) One (1) Year Options**, constituting **Contract No.14-12** for a **Two (2) Year Period** for a total sum of **\$264,000.00**.
2. The Chairman is hereby authorized to execute an agreement with **CJ Vanderbeck & Son, Inc.** of **240 Marshall Street, Paterson, NJ 07503** for **Boiler Maintenance for Little Ferry and Edgewater - Two Years with Two (2) One (1) Year Options**, constituting **Contract No.14-12** for a total sum of **\$264,000.00**.

14-2-035

3. The bid security of all unsuccessful bidders shall be returned in accordance with N.J.S.A. 40A:11-1 et seq.
4. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.
5. A notice of this contract award shall be published in the form prescribed by law.
6. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with Contract No. 14-12, shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by CJ Vanderbeck & Son, Inc. and the Authority.
7. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014

RESOLUTION #: 14-2-035

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE	<u>FUNDS WILL BE CERTIFIED WHEN THE PURCHASE ORDERS ARE ISSUED</u>
FUNDS ARE NOT AVAILABLE	<u> </u>
BUDGET ACCOUNT	<u>W-260-61100-000</u>
VENDOR	<u>CJ VANDERBECK & SON, INC.</u>
CONTRACT NUMBER	<u>C14-12</u>
REASON	<u>BOILER MAINTENENACE FOR LITTLE FERRY AND EDGEWATER</u>
AMOUNT	<u>\$264,000.00</u>
CONTRACT LENGTH	<u>JULY 1, 2014 - JUNE 30, 2016</u>


TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement on the website of the Bergen County Utilities Authority (the "Authority") and pursuant to specifications, the Authority solicited bid proposals to **Furnish and Deliver Darco BGH Carbon Media in Siloxane Removal Vessel #2**, pursuant to and in accordance with **Requisition No. 96285-14**; and

WHEREAS, the following proposal was received by the Authority on **June 18, 2014** for **Requisition No. 96285-14**:

<u>Vendor</u>	<u>Total Amount Bid</u>
General Carbon Corp. Paterson, NJ	\$19,578.00

WHEREAS, this procurement item is below the Authority's bid threshold of \$36,000.00; and

WHEREAS, this contract has been solicited through a fair and open process and it was publicly advertised and opened pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Authority's Qualified Purchasing Agent has reviewed the sole bid proposal and has recommended that **General Carbon Corp.** should be awarded **Requisition No.96285-14** as the lowest complying and responsible vendor, as defined under N.J.S.A. 40A:11-2 and allowable under the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, on the basis of the foregoing, the Authority has determined that the proposal from **General Carbon Corp.** constitutes the lowest complying and responsible proposal for **Requisition No. 96285-14**, in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of the Contract is necessary for the efficient operation of the Authority; and

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose.

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

1. The proposal of **General Carbon Corp.** in the sum of **\$19,578.00** shall be and is hereby determined to be the lowest complying and responsible proposal to **Furnish and**

Deliver Darco BGH Carbon Media in Siloxane Removal Vessel #2 constituting **Requisition No.96285-14** for the total sum of **\$19,578.00**.

2. The Executive Director shall be and he is hereby authorized to execute an agreement with **General Carbon Corp. of 33 Paterson Street, Paterson, NJ 07501** to **Furnish and Deliver Darco BGH Carbon Media in Siloxane Removal Vessel #2**, constituting **Requisition No. 96285-14** for the total sum of **\$19,578.00**.

3. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.

4. A notice of this contract award shall be published in the form prescribed by law.

5. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with **Requisition No. 96285-14**, shall be placed on file and made available for public inspection in the office of the Executive Director upon execution by General Carbon Corp. and the Authority.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014
RESOLUTION #: 14-2-036

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT W-550-62450-000

VENDOR GENERAL CARBON CORP.

CONTRACT NUMBER REQ. NO. 96285-14

REASON FURNISH & DELIVER DARCO BGH
CARBON MEDIA IN SILOXANE
REMOVAL VESSEL #2

AMOUNT \$19,578.00

CONTRACT LENGTH



TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, there exists the need for the Bergen County Utilities Authority (the "Authority") to engage the services of a special energy engineering firm to provide **Renewable Energy Certificate (REC) Management Services** to the Authority; and

WHEREAS, the Authority is eligible for the sale of Class 1 Renewable Energy Credits ("REC's") for the use of biogas to power the Authority's Combined Heat and Power ("CHP") Cogeneration Facility; and

WHEREAS, Biogas, also known as green methane, is created in the Authority's sewage sludge anaerobic digestion process, compressed, filtered, and sent to the CHP Cogeneration Facility to create electricity and hot water to offset the cost for the purchase of electricity, fuel oil and natural gas to operate the Authority's Little Ferry Water Pollution Control Facility; and

WHEREAS, said services are recognized as "professional services" as same shall be rendered by person(s) authorized by law to practice a recognized profession, whose practice is regulated by law, and the performance of which services requires knowledge of an advanced type of learning acquired by a prolonged formal course of specialized instruction and study, pursuant to and in accordance with N.J.S.A. 40A:11-2(6); and

WHEREAS, under the fair and open process pursuant to *N.J.S.A. 19:44A-20* et seq., **Matrix New World Engineering, Inc.** responded to the Authority's publicly advertised "Request for Qualifications" and was qualified as competent to provide consulting engineer services in a resolution dated January 23, 2014; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. provides that a contract for professional engineering services may be awarded without competitive bidding as a "professional service"; and

WHEREAS, this contract was awarded by the Authority through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq., through a publicly advertised Request for Qualifications; and

WHEREAS, **Matrix New World Engineering, Inc.** has submitted a proposal to provide **Renewable Energy Certificate (REC) Management Services**, dated **June 3, 2014**, which proposal has been reviewed by the Authority and is attached hereto; and

WHEREAS, the Authority desires to appoint and retain **Matrix New World Engineering, Inc.** to provide **Renewable Energy Certificate (REC) Management Services** to the Authority for a **One (1) Year Term**, until a successor is selected, or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and

WHEREAS, the Commissioners of the Authority have determined that **Matrix New World Engineering, Inc.** is competent, qualified and experienced to provide **Renewable Energy Certificate (REC) Management Services** to the Authority; and

WHEREAS, the Authority has determined, on the basis of the foregoing, that it is necessary for its efficient operation to retain the services of **Matrix New World Engineering, Inc.** to provide **Renewable Energy Certificate (REC) Management Services** to the Authority; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. requires that the resolution authorizing the award of contracts for professional services and the contract itself be available for public inspection; and

WHEREAS, the Chief Financial Officer of the Authority has certified that funds are available for this purpose.

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

1. **Matrix New World Engineering, Inc.** shall be and is hereby appointed to provide **Renewable Energy Certificate (REC) Management Services** to the Bergen County Utilities Authority for a **One (1) Year Term**, until a successor is selected, or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively.

2. The Chairman shall be and is hereby authorized to execute an agreement, similar in form and substance to the agreement on file on the Office of the Executive Director, by and between the Authority and **Matrix New World Engineering, Inc.** memorializing the scope of services and compensation to be paid for such services, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. A copy of this resolution and the agreement retaining **Matrix New World Engineering, Inc.** to provide **Renewable Energy Certification (REC) Management Services** to the Authority pursuant to this resolution shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by Matrix New World Engineering, Inc. and the Authority.

4. The total amount authorized to be paid by the Authority to Matrix New World Engineering, Inc. pursuant to the contract herein awarded shall not exceed **2.1% of the REC sale price** without further action by the Board of Commissioners.

5. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.

6. A notice of this contract award shall be published in the form prescribed by law.

14-2-037

7. The formal action(s) of the Commissioners of The 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 the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 06/26/2014
RESOLUTION #: 14-2-037

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE FUNDS WILL BE CERTIFIED WHEN THE
PURCHASE ORDERS ARE ISSUED

FUNDS ARE NOT AVAILABLE _____

BUDGET ACCOUNT W-350-50400-000

VENDOR MATRIX NEW WORLD ENGINEERING, INC.

CONTRACT NUMBER _____

REASON SPECIAL ENGINEERING SERVICES

AMOUNT 2.1% OF THE RENEWABLE ENERGY
CERTIFICATE MANAGEMENT SERVICES

CONTRACT LENGTH JULY 1, 2014 - JUNE 30, 2015


TREASURER/CFO

BERGEN COUNTY UTILITIES AUTHORITY RESOLUTION

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et seq.; and

WHEREAS, N.J.S.A. 40:14B-18 provides, *inter alia*, that the Authority may “employ, full or part-time, a secretary, an executive director, [and] managerial personnel . . . as the Authority may determine necessary for its efficient operations, and it shall determine their qualifications, terms of office, for periods not to exceed five years, duties and compensation and enter into contracts therefore, for periods not to exceed five years, as it determines necessary”; and

WHEREAS, Wallace Nowosielecki has served, and presently serves, as Treasurer to the Authority, but shall be retiring effective **June 30, 2014**; and

WHEREAS, the Authority has deemed it necessary to appoint as Acting Treasurer; and

WHEREAS, **Matthew McCarter** also currently serves as the Authority’s Director of Management Services/Budget Coordinator; and

WHEREAS, the Commissioners of the Authority consider **Matthew McCarter, CPA** competent and qualified to perform the duties of the office of Treasurer to the Authority and desire to appoint **Matthew McCarter, CPA** as **Acting Treasurer** to the Authority, on an at-will basis at the pleasure of the Commissioners, commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority; and

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

1. **Matthew McCarter, CPA** shall be and is hereby appointed to serve as Acting Treasurer to the Authority, on an at-will basis at the pleasure of the Commissioners, commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier.

14-3-007

2. Any and all resolutions, appointments, engagements and/or agreements inconsistent herewith shall, to the extent of their inconsistency, be and the same are hereby superseded, and this resolution shall serve as authorization to implement the terms hereof.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

Dated: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et seq.; and

WHEREAS, N.J.S.A. 40:14B-18 provides, inter alia, that the Authority may “employ, full or part-time, a secretary, an executive director, [and] managerial personnel . . . as the Authority may determine necessary for its efficient operations, and it shall determine their qualifications, terms of office, for periods not to exceed five years, duties and compensation and enter into contracts therefore, for periods not to exceed five years, as it determines necessary”; and

WHEREAS, Robert Laux was appointed as Executive Director to the Authority by Resolution dated December 3, 2010; and

WHEREAS, Robert Laux has fulfilled the duties and obligations of Executive Director in an exemplary manner; and

WHEREAS, the Commissioners of the Authority consider Robert Laux competent and qualified to perform the duties of the office of Executive Director to the Authority and desire to appoint Robert Laux as Executive Director to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014; or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, at his current annual compensation of \$158,497.00, plus the following annual cost-of-living increases:

- a. On January 1, 2015 - increase of 2.50%; and
- b. On January 1, 2016 - increase of 2.00%; and
- c. On January 1, 2017 -increase of 2.00%; and
- d. On January 1, 2018 -increase of 2.00%; and
- e. On January 1, 2019 -increase of 2.00%; and

WHEREAS, the Commissioners of the Authority deem it appropriate that, as an emolument of compensation for the office of Executive Director to the Authority, Robert Laux shall be entitled to receive such benefits as the Authority may confer upon its unionized employees pursuant to the Supervisors’ Association Collective Bargaining Agreement approved by the Authority; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority;

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

1. Robert Laux shall be and is hereby appointed to serve as Executive Director to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, in accordance with an agreement in form and substance substantially similar to the agreement on file in the Authority offices, memorializing the scope of services to be performed and compensation to be paid in connection with providing the services outlined herein in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

2. The Chairman is hereby authorized to execute an agreement with Robert Laux for his services as Executive Director, for the salary and terms described above, in form and substance substantially similar to the agreement on file in the Authority offices, setting forth the compensation to be paid as provided for herein and summarizing the scope of services, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. Unless and until the minutes are made effective pursuant to terms provided by N.J.S.A. 40:14B-14(b), the terms of Robert Laux's prior employment agreement dated December 16, 2010, shall control. Once effective, any and all resolutions, appointments, engagements and/or agreements inconsistent herewith, including but not limited to the Contract of December 16, 2010, shall, to the extent of their inconsistency, be and the same are hereby superseded, and this resolution shall serve as authorization to implement the terms hereof.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et seq.; and

WHEREAS, N.J.S.A. 40:14B-18 provides, *inter alia*, that the Authority may “employ, full or part-time, a secretary, an executive director, [and] managerial personnel . . . as the Authority may determine necessary for its efficient operations, and it shall determine their qualifications, terms of office, for periods not to exceed five years, duties and compensation and enter into contracts therefore, for periods not to exceed five years, as it determines necessary”; and

WHEREAS, Richard Wierer was appointed as Deputy Executive Director to the Authority by Resolution dated December 3, 2010; and

WHEREAS, Richard Wierer has fulfilled the duties and obligations of Deputy Executive Director in an exemplary manner; and

WHEREAS, Richard Wierer also serves as the Authority’s Director of Solid Waste – Information Technology, in addition to his title and duties as Deputy Executive Director; and

WHEREAS, the Commissioners of the Authority consider Richard Wierer competent and qualified to perform the duties of the office of Deputy Executive Director to the Authority and desire to appoint Richard Wierer as Deputy Executive Director to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, at his current annual compensation of \$143,674.00, plus the following annual cost-of-living increases:

- a. On January 1, 2015 - increase of 2.50%; and
- b. On January 1, 2016 - increase of 2.00%; and
- c. On January 1, 2017 -increase of 2.00%; and
- d. On January 1, 2018 -increase of 2.00%; and
- e. On January 1, 2019 -increase of 2.00%; and

WHEREAS, the Commissioners of the Authority deem it appropriate that, as an emolument of compensation for the office of Deputy Executive Director to the Authority, Richard Wierer shall be entitled to receive such benefits as the Authority may confer upon its unionized employees pursuant to the Supervisors’ Association Collective Bargaining Agreement approved by the Authority; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority;

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

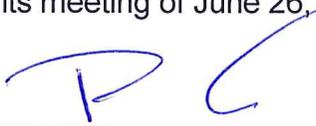
1. Richard Wierer shall be and is hereby appointed to serve as Deputy Executive Director to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, in accordance with an agreement in form and substance substantially similar to the agreement on file in the Authority offices, memorializing the scope of services to be performed and compensation to be paid in connection with providing the services outlined herein in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

2. The Chairman is hereby authorized to execute an agreement with Richard Wierer for his services as Deputy Executive Director, for the salary and terms described above, in form and substance substantially similar to the agreement on file in the Authority offices, setting forth the compensation to be paid as provided for herein and summarizing the scope of services, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. Unless and until the minutes are made effective pursuant to terms provided by N.J.S.A. 40:14B-14(b), the terms of Richard Wierer's prior employment agreement dated December 16, 2010, shall control. Once effective, any and all resolutions, appointments, engagements and/or agreements inconsistent herewith, including but not limited to the Contract of December 16, 2010, shall, to the extent of their inconsistency, be and the same are hereby superseded, and this resolution shall serve as authorization to implement the terms hereof.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et seq.; and

WHEREAS, N.J.S.A. 40:14B-18 provides, inter alia, that the Authority may “employ, full or part-time, a secretary, an executive director, [and] managerial personnel . . . as the Authority may determine necessary for its efficient operations, and it shall determine their qualifications, terms of office, for periods not to exceed five years, duties and compensation and enter into contracts therefore, for periods not to exceed five years, as it determines necessary”; and

WHEREAS, Thomas Logan was appointed as Personnel Administrator to the Authority by Resolution dated December 3, 2010; and

WHEREAS, Thomas Logan has fulfilled the duties and obligations of Personnel Administrator in an exemplary manner; and

WHEREAS, Thomas Logan also serves as the Authority’s Custodian of Records, in addition to his title and duties as Personnel Administrator; and

WHEREAS, the Commissioners of the Authority consider Thomas Logan competent and qualified to perform the duties of the office of Personnel Administrator to the Authority and desire to appoint Thomas Logan as Personnel Administrator to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, at his current annual compensation of \$120,780.00, plus the following annual cost-of-living increases:

- a. On January 1, 2015 - increase of 2.50%; and
- b. On January 1, 2016 - increase of 2.00%; and
- c. On January 1, 2017 -increase of 2.00%; and
- d. On January 1, 2018 -increase of 2.00%; and
- e. On January 1, 2019 -increase of 2.00%; and

WHEREAS, the Commissioners of the Authority deem it appropriate that, as an emolument of compensation for the office of Personnel Administrator to the Authority, Thomas Logan shall be entitled to receive such benefits as the Authority may confer upon its unionized employees pursuant to the Supervisors’ Association Collective Bargaining Agreement approved by the Authority; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority;

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

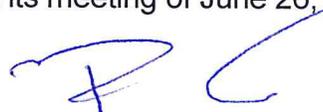
1. Thomas Logan shall be and is hereby appointed to serve as Personnel Administrator to the Authority for a period of five (5) years commencing upon the approval of the minutes of the meeting of June 26, 2014, or ten (10) days after the copy of the minutes shall have been delivered to the County Executive, as provided for pursuant to N.J.S.A. 40:14B-14(b), whichever occurs earlier, in accordance with an agreement in form and substance substantially similar to the agreement on file in the Authority offices, memorializing the scope of services to be performed and compensation to be paid in connection with providing the services outlined herein in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

2. The Chairman is hereby authorized to execute an agreement with Thomas Logan for his services as Personnel Administrator, for the salary and terms described above, in form and substance substantially similar to the agreement on file in the Authority offices, setting forth the compensation to be paid as provided for herein and summarizing the scope of services, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. Unless and until the minutes are made effective pursuant to terms provided by N.J.S.A. 40:14B-14(b), the terms of Thomas Logan's prior employment agreement dated December 16, 2010, shall control. Once effective, any and all resolutions, appointments, engagements and/or agreements inconsistent herewith, including but not limited to the Contract of December 16, 2010, shall, to the extent of their inconsistency, be and the same are hereby superseded, and this resolution shall serve as authorization to implement the terms hereof.

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

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of June 26, 2014.



Richard Wierer
Acting Secretary

DATED: June 26, 2014