

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Northwest Bergen County Utilities Authority COUNTY: Bergen

RECIPIENT: Borough of Oakland COUNTY: Bergen

BRIEF DESCRIPTION OF SERVICE:

Disposal of sludge from wastewater treatment plants

EFFECTIVE DATE: January 10, 2018

EXPIRATION DATE: December 31, 2018

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.



Borough of Oakland
Bergen County, New Jersey

Resolution 18-36

Authorize Shared Service Agreement – Sludge Disposal

WHEREAS, there is a need for the Borough of Oakland to dispose of sludge from the wastewater treatment plants; and

WHEREAS, the Northwest Bergen County Utilities Authority (NBCUA) has submitted a proposal to accept disposal of the sludge; and

WHEREAS, the proposal has been reviewed and recommended by the Superintendent of Public Works; and

WHEREAS, the Borough Attorney has reviewed the Shared Service Agreement provided to the Borough by the NBCUA;

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Borough of Oakland is hereby authorized and directed to execute the Shared Service Agreement for Sludge Disposal; and

BE IT FURTHER RESOLVED that Oakland will pay to NBCUA for following rates:

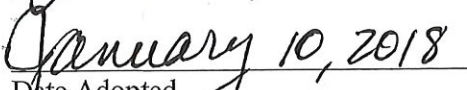
- A. For sludge with a maximum of 2.6% solids, \$35.00 per 1,000 gallons;
- B. For sludge with a minimum of >2.6% and maximum of 4% solids, \$54.00 per 1,000 gallons;
- C. For sludge with a minimum of >4% solids and a maximum of 8% solids, \$72.50 per 1,000 gallons;
- D. For sludge with solids of >8%, \$95.00 per 1,000 gallons.

BE IT FURTHER RESOLVED that a copy of the Resolution and Agreement with NCBUA shall maintained in the Borough Clerk's office.


LINDA H. SCHWAGER, MAYOR

ATTEST:


LISA M. DUNCAN, BOROUGH CLERK


Date Adopted

	Motion	Second	Ayes	Nays	Abstain	Absent
Biale			✓			
Knapp	✓		✓			
Kulmala		✓	✓			
Levy			✓			
Pignatelli			✓			
Talamini			✓			
Mayor Schwager						

SHARED SERVICES AGREEMENT – SLUDGE DISPOSAL

This agreement is entered into on the 10 day of January 2018 between Northwest Bergen County Utilities Authority (hereinafter “NBCUA”) and the Borough of Oakland.

ACCEPTANCE OF SLUDGE

1. For the period January 1, 2018 to December 31, 2018 NBCUA agrees to accept domestic sludge delivered to NBCUA by a prior approved NBCUA hauler hired by the Borough of Oakland.
2. The acceptance of domestic sludge by NBCUA from the Borough of Oakland is subject to all the terms, conditions and representations contained in this agreement. Each of those terms, conditions and representations is hereby agreed to be material to this agreement.
3. The times and dates for delivery of sludge by the Borough of Oakland will be scheduled by the plant superintendent of NBCUA on the convenience of NBCUA’s operations and demand requirements, but will normal be allowed during normal work hours of 7:00 am thru 4:00 pm Monday thru Friday.
4. Borough of Oakland shall not deliver to NBCUA for acceptance, and NBCUA shall not be required by this agreement to accept delivery of sludge containing an excess of 12% solids.
5. Borough of Oakland represents, warrants and agrees that it shall deliver to NBCUA only sludge originating from the publicly owned treatment facilities located in the Borough of Oakland and of domestic origin. Upon each delivery to NBCUA Borough of Oakland’s hauler shall execute a certification attesting to the specific source or sources of the sludge contained in that delivery.
6. Each load of sludge delivered by the Borough of Oakland to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW’s.
7. For purposes of odor control, when requested by NBCUA, the Borough of Oakland and their hauler shall treat each load of septage delivered to NBCUA

with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of sludge.

8. The Borough of Oakland represents and warrants that it has received and possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling, and disposal at NBCUA, of septage to be delivered pursuant to this agreement. (Enclose copies of permits or letter listing permit numbers).

PAYMENT

9. The Borough of Oakland agrees to pay the following rates to NBCUA for NBCUA's acceptance of sludge in accordance with this agreement:
 - A. for sludge with a maximum of 2.6% solids, \$35.00 per 1,000 gallons;
 - B. for sludge with a minimum of >2.6% and maximum of 4% solids, \$54.00 per 1,000 gallons;
 - C. for sludge with a minimum of > 4% solids and a maximum of 8% solids, \$72.50 per 1,000 gallons
 - D. for sludge with solids of > 8%, \$95.00 per 1,000 gallons
10. Borough of Oakland acknowledges that the rates set forth in paragraph 9 above are subject to public hearing. The Borough of Oakland agrees that if the rates set forth above are adjusted as a result of public hearing, the rates to be charged to, and paid by, the Borough of Oakland shall be as set at the public hearing.
11. The Borough of Oakland shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon receipt of same by the Borough of Oakland. In addition to all other remedies provided by law and this contract, if any bill remains unpaid for an excess of seven days interest shall be charged at the rate of 1 ½ % per month from the date of the bill.

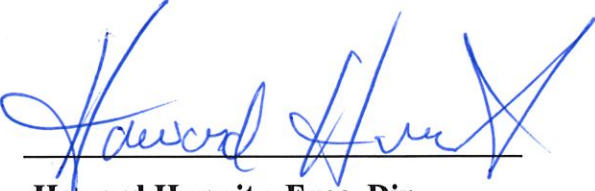
INDEMNITY, HOLD HARMLESS AND INSURANCE

12. The Borough of Oakland agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be had, brought, or recovered by reason of bodily injury, personal injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of the Borough of Oakland and/or the Hauler's agents, servants or employees or sub-contractors.
13. The Borough of Oakland shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;
 - a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.
 - b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.
 - c) Workers Compensation Insurance, statutory limits.
 - d) Pollution Liability Insurance for both first party and third party claims, must be provided with minimum \$1,000,000 limit.
14. The Borough of Oakland shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as "Additional Insured". Additional Insured status must be primary and non-contributory.

CANCELLATION OF AGREEMENT

15. NBCUA shall have the right to cancel, terminate and/or suspend this agreement, prior to the termination date set forth in paragraph 1, upon providing 30 days notice of the intent to cancel, terminate and/or suspend to the Borough of Oakland.
16. In the event of any breach of any of the terms, conditions, representations or warranties of this agreement by the Borough of Oakland, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this agreement.
17. NBCUA shall have the right, even in the absence of a breach by the Borough of Oakland, and in addition to any other remedies provided by law, to immediately cancel or suspend this agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities with whom NBCUA has a service agreement for the treatment of sewage (hereinafter "participating municipalities"). The Borough of Oakland acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of sludge from the Borough of Oakland signing this agreement, from haulers generally, or from any entity other than a participating municipality, threatens, impairs or in any way effects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

BY:  DATE: 1/23/18
Howard Hurwitz, Exec. Dir.

BY:  DATE: 1/10/18
Rep. of Borough of Oakland

Client#: 149057

MELJIF1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Conner Strong & Buckelew, MEL Underwriting Unit, 40 Lake Center Executive Park, Marlton, NJ 08053. CONTACT NAME: MEL Underwriting Service Center, PHONE (A/C, No, Ext):, FAX (A/C, No): 732-736-5274, E-MAIL ADDRESS: MELUnderwritingSvcCtr@connerstrong.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Bergen County Municipal JIF, INSURER B: Municipal Excess Liability JIF, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is an Additional Insured on the above-referenced Commercial General Liability and Excess Liability Policies if required by written contract as respect to the Borough of Oaklands shared service agreement for sludge disposal.

CERTIFICATE HOLDER: North Bergen County Utility Authority, 30 Wyckoff Ave, PO box 255, Waldwick, NJ 07463. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: W. Michael Tripp...