

SCANNED

AGREEMENT FOR AN EXTENSION OF SANITARY SEWER SYSTEM

RE Power Extension Agreement

THIS AGREEMENT, made this 1st day of May, 2018 between the Township of Wyckoff (hereinafter "the Municipality"), a municipal corporation of the State of New Jersey maintaining offices in Scott Plaza, Wyckoff, New Jersey, and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (hereinafter the "NBCUA" or the "Authority") maintaining offices at 30 Wyckoff Avenue, Authority Drive, Waldwick, New Jersey.

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WITNESSETH:

WHEREAS, the Uniformed Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxes; and

WHEREAS, the Municipality has an interest in expanding sanitary sewer services for the benefit of the residents of the Municipality; and

WHEREAS, the NBCUA shares the Municipality's interest in expanding sewer service to the residents of its member municipalities and the NBCUA has the capacity to receive and treat sewage from additional users; and

WHEREAS, the NBCUA and the Municipality previously entered into a Service Agreement providing, inter alia, for an annual service charge for sewer service provided to the Municipality by the NBCUA (the "Service Agreement"); and

WHEREAS, the NBCUA has agreed to construct sewer extension improvements within the Township of Wyckoff, consistent with plans prepared by Boswell Engineering which are incorporated herein and made a part hereof by reference; and

WHEREAS, the Municipality has agreed to make a monetary contribution towards the construction expenses of the project as detailed below since the Municipality will benefit from the extension as a result of the sanitary sewer system trunk line being extended to residents who currently do not have access to sewers; and

WHEREAS, the within agreement has been duly authorized by appropriate resolutions of the Municipality and the NBCUA.

NOW AND THEREFORE IT IS AGREED by and between the Parties as follows:

1. The NBCUA shall conduct and complete a sewer trunk extension construction project (the "Project") as depicted on the plans prepared by Boswell Engineering (the "Boswell Plans" or "Plans"), dated _____ and last revised _____. The improvement as shown on the referenced Plans, which are incorporated herein, will connect the Municipality's existing sanitary sewer line located in the Township of Wyckoff within Block 346, Lot 36 and extend such line to Wyckoff Avenue through a fifteen (15') foot wide easement to be located within the existing Lots 36, 9.01 and 9.02 of Block 346. Such new sanitary sewer trunk line will extend within Wyckoff Avenue in a northwesterly direction and connect to the existing inactive sanitary sewer line contained within Brownstone Court. The NBCUA shall be responsible for the construction of the project and the costs associated with the project. The Municipality shall maintain ownership of the Brownstone Court sanitary sewer line.

2. The Municipality's monetary contribution toward the cost of the Project shall be \$80,000.00. The Municipality shall pay to the NBCUA \$40,000.00 at the time NBCUA makes its TWA application in connection with the Project. The remaining balance of \$40,000.00 shall

be paid by the Municipality to the NBCUA at the time that notice to proceed is provided by the NBCUA to the project construction contractor.

3. In addition to the monetary contribution in Paragraph 2 above, the Municipality shall guaranty to the NBCUA, twenty (20) sewer capitalization recapture fees within seven (7) years from the completion of the improvements. The guaranteed twenty (20) new capitalization recapture fees must be generated by properties that have the ability to connect to the sewer system as a result of the Project constructed by the NBCUA pursuant to the Boswell Plans. Such properties include but shall not be limited to those adjacent to the sewer line contained within Brownstone Court which will be activated as a result of the Project. Therefore, other units which connect to the existing active system in other areas of the Municipality within such 7 year period, will not be counted toward satisfaction of the guaranteed twenty (20) new connection fees. Said capitalization recapture fees shall not be subject to the municipal service fee set forth in Article 11.3. of the Service Agreement.

4. Since the Municipality is guarantying the twenty (20) sewer capitalization recapture fees to the NBCUA, the Municipality shall have the option to collect the Authority sewer capitalization recapture fee directly from such users (users that satisfy the obligation pursuant to this agreement) and timely pay same directly to the NBCUA or allow the users to pay the fee directly to the NBCUA at the time the connection is activated. The Parties agree that the current county sewer connection fee is \$5,208.00. With respect to the twenty (20) guaranteed capitalization recapture fees, the Parties agree that the Authority sewer capitalization recapture fee will be frozen at the rate in existence as of the date of this agreement, for a period of seven (7) years. Therefore, the capitalization recapture fees paid by the Municipality pursuant to the guaranty within this Agreement shall be paid at the rate that exists as of the date of this

Agreement, if timely paid within seven (7) years from the date of the Agreement. If such Authority sewer capitalization recapture fees are paid after such seven (7) year period, said fees will be paid at the rate of the county sewer capitalization recapture fee in effect at that time. In the event the twenty (20) user connections are not yet subscribed for, the Municipality will have the option of paying the balance of the twenty (20) guaranteed capitalization recapture fees at any time prior to the expiration of the seven-year period at the frozen rate. This will satisfy the Municipality's obligation pursuant to the guarantee regardless if twenty (20) actual new users connect to the expanded sewer system area.

5. The easements through Block 346, Lots 36, 9.01 and 9.02, necessary to connect the sewer trunk extension to the County easement contained within Wyckoff Avenue shall be provided in favor of NBCUA at no charge to NBCUA.

6. The capitalization recapture fee freeze as articulated in paragraph 4 above, shall be limited to the twenty (20) fees guaranteed pursuant to this agreement. Therefore, the twenty-first (21st) connection to the system as expanded pursuant to this project and all additional connections thereafter shall be subject to the county sewer capitalization connection fee in place at such time.

7. The extension and improvements to be constructed pursuant to the Boswell Plans, connecting the Municipality's existing sanitary sewer line within Lot 36, Block 346 to the Municipality's existing inactive sewer line at Brownstone court shall be owned by the NBCUA and therefore the NBCUA shall be responsible for future maintenance and repairs of such improvements.

8. The NBCUA improvements pursuant to the Boswell Plans (the project) shall include lateral connections and clean-outs to abut the individual lots directly adjacent to the sewer extension.

9. The Municipality shall be responsible for the traffic control plan and the costs of necessary traffic officers associated with the construction in Wyckoff Ave..

10. The Municipality shall be responsible for the restoration of the disturbed area within Block 346 Lot 36 (Wyckoff Community Park) and the easement area through existing Block 346 Lots 9.01 and 9.01 resulting from the construction of the project, with topsoil and seed.

11. Each Party will maintain and operate insurance coverages through the joint insurance fund or other source in connection with workers' compensation, automobile liability, general liability and other coverage. The NBCUA shall ensure that the Municipality is named as additional insured with respect to the work performed pursuant to the Project and approved Plans.

12. Nothing herein shall be construed to render the Municipality or any of its officers, employees, or representatives liable for any charges, costs or debts, material, labor, or other expenses incurred in the making of the improvements of the project, nor for any damage or money losses due to personal injury or property damage arising out of the acts or conduct of the NBCUA, its agents, servants or representatives or contractors in connection with the project.

13. Nothing herein shall be construed to render NBCUA or any of its officers, employees, or representatives liable for any damage or money losses due to personal injury or property damage arising out of the acts or conduct of the Municipality, its agents, servants or representatives in connection with the project.

14. No change or modification of this agreement shall be valid unless the same shall be in writing signed by all parties hereto.

15. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

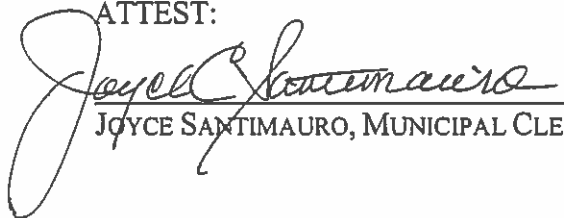
16. This agreement may be executed in one or more counter parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. This agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein, and supersedes all prior negotiations, representations, or discussions, whether written or oral.

18. The recitals set forth above are incorporated into the body of this agreement as if set forth at length herein.

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


ATTEST:


JOYCE SANTIMAURO, MUNICIPAL CLERK

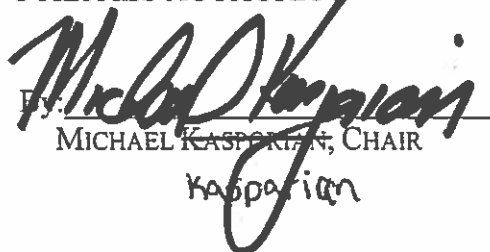
TOWNSHIP OF WYCKOFF

By: 
BRIAN D. SCANLAN, MAYOR

ATTEST:


Alison Gordon, SECRETARY

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: 
MICHAEL KASPARIAN, CHAIR
Kasparian

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #18-171

INTRODUCED: *Shanley*

SECONDED: *Boonstra*

MEETING DATE: May 1, 2018

REFERENCE: Authorize Shared Service
with the NBCUA

VOTE: BOONSTRA MADIGAN RUBENSTEIN SCANLAN SHANLEY
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WHEREAS, the Township Committee searches for opportunities to extend the public sanitary sewer system for possible future sewer main extensions; and,

WHEREAS, a subcommittee of the Township Committee has been meeting with representatives of the Northwest Bergen County Utilities Authority (NBCUA) to explore a joint effort to make more sewerage opportunities available; and,

WHEREAS, after careful review and study, the Township Committee and its Staff believes the shared service agreement which will extend the sewer trunk line onto Wyckoff Avenue provides the maximum possibility for future sewerage of the Knolls while making connection into the sanitary sewer system for twenty-four (24) homes.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the attached shared service agreement dated May 1, 2018 with the NBCUA is hereby authorized and the Mayor and Municipal Clerk are authorized to sign the shared service agreement.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON MAY 1, 2018.

Joyce C. Santimauro
JOYCE C. SANTIMAURO
MUNICIPAL CLERK