

RESOLUTION # 20-063

RESOLUTION TO AUTHORIZE EXECUTION OF FOURTH AMENDMENT TO
AMENDED AND RESTATED CUSTOMER SERVICE CONTRACT WITH MINE HILL
TOWNSHIP TO PROVIDE FOR AN ADDITIONAL 2,785 GPD ALLOCATION

WHEREAS, the Authority and the Customer have entered into an Amended and Restated Customer Service Contract ("Contract") dated April 19, 2018, which provides for the discharge of not more than 109,822 gallons per day of sewage into the system of the Authority; and

WHEREAS, a First Amendment to Amended and Restated Customer Service Contract Between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on March 15, 2019, which provided for the discharge of an additional 5,850 gallons of sewerage for a total flow of 115,672 gallons per day of sewage into the system of the Authority; and

WHEREAS, a Second Amendment to Amended and Restated Customer Service Contract Between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on March 18, 2019, which provided for the discharge of an additional 2,475 gallons of sewerage for a total flow of 118,147 gallons per day of sewage into the system of the Authority; and

WHEREAS, a Third Amendment to the Amended and Restated Customer Service Contract between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on May 30, 2019, which provided for the discharge of an additional 12,895 GPD of sewerage for a total flow of 131,042 gallons per day of sewage into the System of the Authority; and

WHEREAS, the Customer wishes to discharge 2,785 GPD additional gallons of sewage into the System. The total proposed discharge, with the inclusion of these properties shall not exceed 133,827 gallons per day of sewage into the system of the Authority; and

WHEREAS, it is necessary to amend the Amended and Restated Customer Service Contract to provide for the terms and conditions of such discharge; and

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. The terms and conditions as set forth in the Amendment are acceptable to the RVRSA.
2. The Executive Director is hereby authorized and directed to execute an Amendment on behalf of the RVRSA in substantially the form attached hereto.

3. The Staff and Consultants of the RVRSA are hereby authorized and directed to take all actions necessary or convenient to implement the provisions of this Resolution and the Amendment.

I hereby certify that this Resolution was adopted at a meeting of the Rockaway Valley Regional Sewerage Authority held on 9th July, 2020.

On Motion of: Commissioner Farrell

Second by: Commissioner Schorno


And a roll call vote as follows:

Yeas: (8) Cegelka, Corbett, Guadagno, Isselin, Farrell, Recchia, Rossi, Schorno, Zuppa

Nays: (0)

Abstain: (1) Guadagno

Absent: (1) Andes



Michael Guadagno
Board Secretary

FOURTH AMENDMENT TO
AMENDED AND RESTATED
CUSTOMER SERVICE CONTRACT

BETWEEN

THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

AND

THE TOWNSHIP OF MINE HILL

DATED: _____

THIS **FOURTH AMENDMENT** TO AMENDED AND RESTATED
CUSTOMER SERVICE CONTRACT BETWEEN THE ROCKAWAY
VALLEY REGIONAL SEWERAGE AUTHORITY AND THE TOWNSHIP OF
MINE HILL DATED AS OF _____,

BETWEEN

THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY ('the
Authority')

AND

THE TOWNSHIP OF MINE HILL ("the Customer")

WHEREAS, the Authority and the Customer have entered into an Amended and Restated Customer Service Contract ("Contract") dated April 19, 2018, which provides for the discharge of not more than 109,822 gallons per day of sewage into the system of the Authority; and

WHEREAS, a First Amendment to Amended and Restated Customer Service Contract Between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on March 15, 2019, which provided for the discharge of an additional 5,850 gallons of sewerage for a total flow of 115,672 gallons per day of sewage into the system of the Authority; and

WHEREAS, a Second Amendment to Amended and Restated Customer Service Contract Between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on March 18, 2019, which provided for the discharge of an additional 2,475 gallons of sewerage for a total flow of 118,147 gallons per day of sewage into the system of the Authority; and

WHEREAS, a Third Amendment to the Amended and Restated Customer Service Contract between the Rockaway Valley Regional Sewerage Authority and the Township of Mine Hill was executed on May 30, 2019, which provided for the discharge of an additional 12,895 GPD of sewerage for a total flow of 131,042 gallons per day of sewage into the System of the Authority; and

WHEREAS, the Customer wishes to discharge 2,785 GPD additional gallons of sewage into the System in order to serve the needs of six (6) existing residential properties at 225 GPD each, which properties include failing septic systems, and one (1) new residential building at 275 GPD (1,625 GPD in total). Additionally, Customer seeks authorization to connect Block 804, Lot 22 at 825 GPD, which property includes one gas station, Auto Center and one (1) existing home with an address of 3 Central Avenue, and one (1) existing home and Bagel Store, located on Block 804, Lot 23 at 335 GPD, Mine Hill. Block 804, Lot 22 currently discharges sewage to a failed septic system as confirmed by the Health Department. The properties are more specifically identified in

the list and map attached as Schedule H, attached hereto and made a part hereof. The total proposed discharge, with the inclusion of these properties shall not exceed 133,827 gallons per day of sewage into the system of the Authority; and

WHEREAS, it is necessary to amend the Contract to provide for the terms and conditions of such discharge; and

NOW THEREFORE, in consideration of these premises, of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the others, the Authority and the Customer, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

1. ARTICLE III, Section 301. Connection to the System and Payment for Capital Share, shall be amended as follows:

Section 301. Connection to the System and Payment for Capital Share.

(A) Subject to the terms and conditions of this Contract, the Customer may discharge not more than 133,827 gallons per day of sewage into the System. The quantity of sewage permitted to be discharged into the system shall be calculated on the basis of meters established for this purpose where meters are installed. Flow will be calculated based upon said meters. Estimates of sewer volume will be limited to those properties where meters have not been installed or where meters are malfunctioning or inoperable. Where meters have not been installed for this purpose, estimates shall be calculated in accordance with Schedule 'C' of the RVRSA User Charge System, attached hereto and made a part of.

(B) The Customer may connect its facilities to the System, at the location set forth on Schedule A hereof.

(C) The right to discharge such gallonage shall be subject to the provisions of this Amended and Restated Customer Service Contract, the Order of the Superior Court of New Jersey, Federal and State law and regulations, the terms and conditions of Grant Agreements with the United States of America and the State of New Jersey, and the Rules and Permit System of the Authority.

(D) Subject to the terms and conditions of this Contract, the Customer may discharge an additional 2,785 gallons per day of sewage into the System emanating from the parcels listed in Schedule H, attached hereto and made a part hereof. The wastewater emanating from Block 804 Lots 22 and 23 shall be metered through Meter chamber MH-4, the wastewater emanating from Block 1310, Lots 6-8 and Block 1401, Lots 2-5 shall be EDU's in accordance with Gallonage Figures of Schedule C, for a total discharge of 133,827 gallons per day of sewage.

(E) The Customer shall not discharge more than 133,827 gallons per day of sewage, ~~calculated on a monthly average,~~ into the Authority's System without a written modification of this Contract.

(F) The Customer shall make an additional payment to the Authority for the right to discharge the additional flow of 2,785 gallons per day, which is the subject of this Amendment. Payment shall be made in installments as follows: fifty-percent (50%) of the amount of the additional payment shall be made to the Authority prior to the discharge of any portion of the additional flow permitted by this Amendment. Thereafter, twenty-five percent (25%) of the amount of the additional payment shall be made to the Authority on or before 12-months of the first connection, and twenty-five percent (25%) of the amount of the additional payment shall be made to the Authority on or before 24-months of the first connection. With respect to the payments set forth in this paragraph only, Customer shall pay interest on the amount unpaid from its due date until paid, at the post-judgment interest rate set forth in the New Jersey Court Rules at R. 4:42-11 rate (Note: the annual post-judgment interest rate is equal to the average rate of return for the State of New Jersey Cash Management Fund for the preceding fiscal year, rounded off to the nearest one-half percent, but the rate shall not be less than 0.25%. If the judgment exceeds the monetary limit of the Special Civil Part (currently \$15,000), 2.0% should be added

to the above interest rate. Said payments shall represent that portion of the debt service costs, attributable to the additional flow, which have been incurred by the Authority to and including the date of initial discharge of any portion of the additional flow.

(G) Said additional payment shall be determined by the extension of the calculation summarized in a letter dated October 6, 2017, from JoAnn Mondsini, Executive Director, RVRSA, to Sam Morris, Mayor Township of Mine Hill, which is on file in the administrative offices of the RVRSA. Said calculation shall be extended from August 31, 2017, to the date of commencement of the discharge of any portion of the additional flow permitted under this Contract. Projected to May 31, 2018, the Capital Share associated with one (1) gallon of wastewater is \$6.50. Accordingly, the Capital Share for extending new sewer service to an existing single-family home (225 GPD) is \$1,462.50. As of May 31, 2018, the amount due from the Customer to the Authority for 2,785 gallons of additional flow is \$18,102.50 ($\$6.50 \times 2,785$ gallons).

(H) In addition to payment of the amounts set forth in Paragraph (G) of this section, the Customer agrees to reimburse the Authority for reasonable legal and engineering expenses incurred by it in connection with this Contract and other issues relating to the discharge of sewage from the Customer. Full payment of both charges shall be made by Customer prior to connection of any parcel authorized under this amended and re-stated contract.

2. ARTICLE III, Section 302. Additional Connections, shall be amended as follows:

Section 302. Additional Connections.

Upon request by the Customer for any connection of its sewer systems to the System in addition to that set forth on Schedule A as mentioned in Section 301, the Authority may at its discretion, but shall not be required to, make such additional connection or consent to the making

thereof. All costs and expenses of installing any such additional connection including any metering stations or other facilities appurtenant thereto shall be paid by the Customer. Nothing contained herein shall entitle the Customer to discharge more than 133,827 gallons per day (30-day average) into the System.

3. ARTICLE III, Section 303, Installation, Completion and Operation of Connections, shall be amended as follows:

Section 303. Installation, Completion and Operation of Connections.

The Customer will install at its own cost and expense the connection set forth on Schedule A and all such additional connections as may be approved by the Authority and all meters in accordance with the Authority's specifications. After inspection by the Authority and the certification by it of compliance with relevant specifications such meters shall become part of the System of the Authority. The Customer at its own cost and expense will construct, install and operate any and all extensions of the Customer Sewerage System, or the outfalls therefrom, necessary to cause the same to reach to and deliver sewage at the said point or points of connection of its sewage systems and, after the making of such connection or connections, will keep the Customer Sewerage System connected with the System and will deliver and discharge into the System not more than 133,827 gallons per day of sewage originating in and collected by the Customer from areas located within the Rockaway Valley Regional Sewerage Authority sewer service area as set forth in the approved Upper Raritan and Northeast Water Quality Management Plan.

4. All other terms and conditions of the Contract shall remain in full force and effect, except to the extent that they are superseded by this Amendment.

IN WITNESS WHEREOF, the Authority and the Customer have caused their respective corporate seals to be hereunto affixed and attested, and these presents to be signed by their respective officers thereunto duly authorized, and this Fourth Amendment to Amended and Re-stated Customer Service Contract to be dated as of the date and year first above written.

THE ROCKAWAY VALLEY REGIONAL
SEWARAGE AUTHORITY

ATTEST:

By: _____
JoAnn Mondsini, Executive Director

Janice Fox, Asst. Board Secretary

THE TOWNSHIP OF MINE HILL

ATTEST:

By: _____
Sam Morris, Mayor

Clerk

SCHEDULE A

LOCATION OF CUSTOMER CONNECTION TO THE AUTHORITY'S SYSTEM

The connections point is located within the Township of Mine Hill, at manhole no. 24, station 38+00, as shown on plan and profile sheets no. 3 and 6 of 13 (latest revision 10-4-84 and 10-18-84) of the Jackson Brook Interceptor, as prepared by Aurnhammer Associates. The connection point is an 8-inch diameter ductile iron pipe terminating 4-feet from the manhole.

SCHEDULE B

FORMULA FOR COMPUTING ANNUAL USER CHARGES FOR OPERATION AND MAINTENANCE AND SURCHARGE FOR WASTEWATERS OF EXCESSIVE STRENGTH

1. Annual user charges for operation and maintenance equals:

Total operation and maintenance cost per year minus income from surcharges, fines, etc., divided by the total volume contributions from all users per year minus the credits paid by Jersey City in accordance with Stipulation of Settlement.

$$C_u = [(C_t - I_m) / V_t] V_u - J_C$$

C_t = Total operation and maintenance (O&M) costs per year.

C_u = A user's charge for O&M per year

I_m = Miscellaneous income from surcharges, fines, etc.

V_t = Total volume contribution from all users per year.

V_u = Volume contribution from a user per year.

J_C = Jersey City contribution in accordance with Stipulation of Settlement.

2. Surcharge for wastewaters of excessive strength equals:

Whenever the combined sanitary discharge exceeds the limitations for CBOD₅, TSS or ammonia set forth in these regulations or an Industrial Sewer Connection Permit, a surcharge for the treatment of said discharges shall be payable directly to the RVRSA and shall be calculated in accordance with the Excess Pollutant Surcharge Program Report, prepared by the consulting Engineer to the RVRSA, as amended and supplemented from time to time. The Surcharge for wastewaters of excessive strength will be calculated using the following formulae:

Total Surcharge Cost = CBOD₅ Surcharge Cost + TSS Surcharge Cost + Ammonia Surcharge Cost

CBOD₅ Surcharge Cost = CBOD₅ Unit Cost (\$/lbs) x CBOD₅ Excess Concentration (mg/L) x Average flow (MGD) x No. of Days (days) x Conversion Factor (8.34)

TSS Surcharge Cost = TSS Unit Cost (\$/lbs) x TSS Excess Concentration (mg/L) x Average flow (MGD) x No. of Days (days) x Conversion Factor (8.34)

Ammonia Surcharge Cost = Ammonia Unit Cost (\$/lbs) x Ammonia Excess Concentration (mg/L) x Average flow (MGD) x No. of Days (days) x Conversion Factor (8.34)

Where:

CBOD₅ Excess Concentration = CBOD₅ Discharge Concentration minus 250 mg/l

TSS Excess Concentration = TSS Discharge Concentration minus 250 mg/l

Ammonia Excess Concentration = Ammonia Discharge Concentration minus 40 mg/l

CBOD₅ Unit Cost = the operation and maintenance cost for treatment of a pound of CBOD₅

TSS Unit Cost = the operation and maintenance cost for treatment of a pound of TSS

Ammonia Unit Cost = the operation and maintenance cost for treatment of a pound of Ammonia

Average Flow = the average flow in million gallons per day on the days when excess concentrations are discharged

No. of Days = the number of days for which the surcharge is being assessed

SCHEDULE H

	BLOCK	LOT	GALLONS
1	804	22	825
2	804	23	335
3	1310	6	225
4	1310	7	225
5	1310	8	225
6	1401	2	225
7	1401	3	275
8	1401	4	225
9	1401	5	225
		Total Gallons	2,785