

1

RESOLUTION

WHEREAS, on or about April 8, 2015, the North Bergen Municipal Utilities Authority (the "Authority") and Integrity Recycling & Waste Solutions, Inc. ("Integrity") (collectively, the "Parties") entered into a contract providing for Integrity to market the Authority's recyclable materials (the "Project"); and

WHEREAS, the Authority and Integrity experienced certain disputes concerning the Project; and

WHEREAS, on August 26, 2016, Integrity filed a Complaint against the Authority in the Superior Court of New Jersey, Law Division, captioned Integrity Recycling & Waste Solutions, Inc. v. North Bergen Municipal Utilities Authority, HUD-L-3514-16 (the "Action"); and

WHEREAS, the Authority denies all liability for the claims asserted by Integrity; and

WHEREAS, the Parties desire to resolve the Action without further litigation, controversy, and inconvenience related to the subject matter of the Action, and desire to settle, fully and finally, any and all claims among them; and

WHEREAS, the Parties have prepared a draft Settlement Agreement and Release; and

WHEREAS, the Authority wishes to approve the draft Settlement Agreement and Release and authorize the Executive Director to execute same on behalf of the Authority.

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that the draft Settlement Agreement is hereby approved in substantially the same form as attached hereto and the Executive Director is authorized to sign same on behalf of the Authority; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be sent to:

1. Frank Pestana, Executive Director
2. Patricia Bartoli, Chief Financial Officer
3. John A. Napolitano, Esq., General Counsel

DATED: July 11, 2018

ATTEST:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

Municipal Utilities Authority

	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

CERTIFICATION OF FUNDS
ACCOUNT No. 01-20-103-5641
Purchase Order No. _____
Contracted Amount \$ _____
Date 7/11/18
BY: _____
CHIEF FINANCIAL OFFICER
PATRICIA BARTOLI
Patricia Bartoli

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (“the Agreement”) is made and effective on July ____, 2018 between and among the North Bergen Municipal Utilities Authority (the “Authority”), a body politic organized under New Jersey law with an address of 6200 Tonnelle Avenue, North Bergen, New Jersey and Integrity Recycling & Waste Solutions, Inc. (“Integrity”), a New Jersey corporation with an address of 111 Route 31, Suite 223, Flemington, New Jersey (collectively, the “Parties”).

WHEREAS, on or about April 8, 2015, the parties entered into a contract (the “Contract”) providing for Integrity to market the Authority’s recyclable materials (the “Project”); and

WHEREAS, the Authority and Integrity experienced certain disputes concerning the Project; and

WHEREAS, on August 26, 2016, Integrity filed a Complaint against the Authority in the Superior Court of New Jersey, Law Division, captioned Integrity Recycling & Waste Solutions, Inc. v. North Bergen Municipal Utilities Authority, HUD-L-3514-16 (the “Action”); and

WHEREAS, in the Action, Integrity asserted claims against the Authority for breach of contract, violation of the Prompt Payment Act, unjust enrichment, and estoppel; and

WHEREAS, the Authority denies all liability for the claims asserted by Integrity; and

WHEREAS, the Parties desire to resolve the Action without further litigation, controversy, and inconvenience related to the subject matter of the Action, and desire to settle, fully and finally, any and all claims among them;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. **Settlement.** The Parties agree to settle the Claims as set forth herein, upon execution of this Agreement and receipt of all settlement payments as set forth herein.

2. **Payment Terms.** Within 20 calendar days following the last to occur of (a) the filed Stipulation of Dismissal signed by both Parties, the taxpayer ID number for Integrity and a W9 from Integrity, and (b) issuance of the Resolution by the MUA approving this Agreement, the Authority will pay Integrity the sum a total of \$10,000.00 (ten thousand dollars) (the "Settlement Payment"). The Settlement Payment will be made through the delivery to Integrity's counsel of a check for \$10,000.00 (ten thousand dollars) payable to "Integrity Recycling & Waste Solutions, Inc."

3. **Release.** With the exception of the obligation to make payments as agreed hereunder, upon execution of this Agreement by both parties, both Integrity and the Authority, and their trustees, officers, officials, volunteers, agents, members, employees, vendors, assigns, successors in interest, insurers, indemnitors and attorneys agree to release and forever discharge each other and their trustees, officers, officials, volunteers, agents, members, employees, vendors, assigns, successors in interest, insurers, indemnitors and attorneys from any and all losses, liabilities, claims, liens, damages or demands for payment or other claims relating to the Contract or the Project, whether known or unknown, including but not limited to any claims for additional compensation or compensation for Contract work from the beginning of time up until the date of this Agreement.

4. **Claims Not Assigned.** Each of the Parties acknowledges, represents, and warrants that they have not assigned, sold, or transferred any part of any of the claims or other

matters that are being released herein by them.

5. **Independent Judgment and No Other Promises.** The Parties, and each of them, represent and warrant that: (a) other than as specifically set forth in this Agreement, this Agreement is executed without any reliance upon any statement, representation, promise, inducement, understanding, or agreement by or on behalf of any Party or by or on behalf of any employee, representative, agent, or attorney employed by any Party; and (b) no promise, inducement, understanding, or agreement not expressed herein has been made to any Party.

6. **Authority to Enter Agreement.** Each Party to this Agreement represents and warrants that it, he, or she is duly authorized to enter into this Agreement and the signatory below executing this Agreement on each such Party's behalf has the authority to sign on behalf of such person or entity. In the event that any judicial, legislative, or other federal, state, or municipal entity of competent jurisdiction finds or holds that the any Party entered into this Agreement without proper authority, capacity, or subject to any disqualifying conflicts of interest, said Party will take all necessary steps to cure such defect and ratify the execution of this Agreement and all actions taken pursuant to it on behalf of said Party.

7. **Agreement Jointly Prepared.** This Agreement, including any uncertainty or ambiguity herein, shall not be construed against any one Party, but shall be construed as if all the Parties jointly prepared this Agreement.

8. **Separate and Divisible Terms.** The terms and provisions of this Agreement are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. If, for any reason, any court of competent jurisdiction shall find any provisions of this Agreement to be unlawful, the Parties agree that the

restrictions and prohibitions contained herein shall be effective to the fullest extent allowed by law.

9. **Entire Agreement and Modifications.** This Agreement contains the entirety of the Parties' agreement on the terms addressed herein. Modifications of this Agreement must be in writing and will be effective upon the written consent of all the Parties or counsel acting on their behalf. No oral modification of any term of this Agreement shall be effective for any purpose.

10. **No Waiver and Cure Period.** No waiver of any provision herein shall be binding unless in writing and signed by the person or entity against whom the waiver is asserted. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. Any Party's failure to comply with any time limit set forth in this Agreement shall constitute a breach of this Agreement only after the non-complying party fails to cure such non-compliance within five (5) business days of the relevant deadline.

11. **Notice and Submissions.** Any notice required under or regarding this Agreement shall be sent by overnight delivery or courier service, as well as email. Notices to Integrity shall be sent to the following physical and email addresses:

Robert T. Lawless, Esq.
Hedinger & Lawless L.L.C.
147 Columbia Turnpike, Suite 200
Florham Park, NJ 07932
rlawless@hedlaw.com

Notices to the Authority shall be sent to the following physical and email addresses:

John A. Napolitano, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Upper Level Suite 105

Oakland, New Jersey 07436
jnapolitano@cgajlaw.com

12. **Governing Law and Forum.** This Agreement shall be deemed to have been executed and delivered within the State of New Jersey, and the Parties' rights and obligations hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to rules regarding choice of laws.

13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. The signature pages of the various counterparts may be collected with one copy of the balance of this Agreement, which, together with collected and signed signature pages, shall constitute a true and correct copy of this Agreement. Photocopies or electronic scans of this Agreement (including signature pages) may be used in place of originals for any and all purposes.

ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the Effective Date.

North Bergen Municipal Utilities Authority



By: Frank Pestana
Its: Executive Director

Date: 7/11/18

Integrity Recycling & Waste Solutions, Inc.

By: Anthony Giordano, Jr.
Its: Vice President

Date: _____

Oakland, New Jersey 07436
jnapolitano@cgajlaw.com

12. **Governing Law and Forum.** This Agreement shall be deemed to have been executed and delivered within the State of New Jersey, and the Parties' rights and obligations hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to rules regarding choice of laws.

13. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. The signature pages of the various counterparts may be collected with one copy of the balance of this Agreement, which, together with collected and signed signature pages, shall constitute a true and correct copy of this Agreement. Photocopies or electronic scans of this Agreement (including signature pages) may be used in place of originals for any and all purposes.


ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the Effective Date.

North Bergen Municipal Utilities Authority

By: Frank Pestana
Its: Executive Director

Date: _____

Integrity Recycling & Waste Solutions, Inc.



By: Anthony Giordano, Jr.
Its: Vice President

Date: 7/18/18

20-4961711

RESOLUTION

WHEREAS, the Authority wishes to enter into a non-exclusive access easement ("Easement") with Applevue, LLC having an address at 943 Virgil Avenue, Ridgefield, New Jersey; and

WHEREAS, the purpose of the easement is to allow ingress and egress for access and maintenance of properties adjacent to Lots 1, 3, & 5.02, Block 316, Township of North Bergen, County of Hudson, State of New Jersey; and

WHEREAS, the Authority wishes to authorize the Executive Director to execute the Easement on behalf of the Authority.

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that the Easement hereby approved and the Executive Director is authorized to sign same on behalf of the Authority; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be sent to:

- 1. Frank Pestana, Executive Director
- 2. Patricia Bartoli, Chief Financial Officer
- 3. John A. Napolitano, Esq., General Counsel

DATED:

ATTEST: July 11, 2018

Patricia Bartoli
Patricia Bartoli, Acting Clerk

Municipal Utilities Authority			
	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

RESOLUTION

WHEREAS, it is the policy of the North Bergen Municipal Utilities Authority (the "NBMUA") to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the NBMUA has determined that there is a need to adopt a manual for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the NBMUA that the Personnel Policies and Procedures Manual is hereby adopted; and

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all NBMUA officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail; and

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by NBMUA employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the NBMUA.

- 1. Frank Pestana, Executive Director
- 2. Patricia Bartoli, Chief Financial Officer
- 3. John A. Napolitano, Esq., General Counsel
- 4. Mark Tabakin, Esq., Labor Counsel

DATED: July 11, 2018

ATTEST:

Municipal Utilities Authority			
	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

Patricia Bartoli
Patricia Bartoli, Acting Clerk

(4)

RESOLUTION

WHEREAS, the North Bergen Municipal Utilities Authority pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the North Bergen Municipal Utilities Authority has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the North Bergen Municipal Utilities Authority intends to enter into a contract with the referenced State Contract Vendors through this resolution and properly executed contract, which shall be subject to all the conditions applicable to the current State contracts; and

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that the Purchasing Agent is authorized to purchase certain goods or services from the approved New Jersey State Contract Vendors listed herein, pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that the duration of the contract between the North Bergen Municipal Utilities Authority and SHI International Corp, 290 Davidson Ave, Somerset, New Jersey 08873 (89851) for the purchase of Security Cameras/Software (M-0003) shall be from July 1, 2018 to December 31, 2018; and

BE IT FURTHER RESOLVED, that the governing body of the North Bergen Municipal Utilities Authority pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that copies of this resolution shall be sent to:

1. Vendors Listed
2. Frank Pestana, Executive Director
3. Patricia Bartoli, Chief Financial Officer

Municipal Utilities Authority

	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018

ATTEST:

Patricia Bartoli

Patricia Bartoli, Acting Clerk

CERTIFICATION OF FUNDS
ACCOUNT No. 41-112-5380
Purchase Order No. _____
Contracted Amount \$ _____
Date 7/11/18
BY:
CHIEF FINANCIAL OFFICER
P. Bartoli

5

RESOLUTION

WHEREAS, there is a need to retain a company for the removal of grit and screenings sludge from the Authority's facilities; and

WHEREAS, the company of All American Waste possesses expertise in this area and has been deemed to have submitted the lowest responsible quote; and

WHEREAS, it is the intention and desire of the Board to retain the services of All American Waste for a period from July 1, 2018 to June 30, 2020; and

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that All American Waste, PO Box 351, North Bergen, New Jersey 07047 provide the aforementioned services in accordance with its quote dated July 1, 2018 in an amount of \$325.00 per 20 yard container; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to:

1. All American Waste
2. Frank Pestana, Executive Director
3. Patricia Bartoli, Chief Financial Officer
4. John A. Napolitano, Esq.

Municipal Utilities Authority	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018
Attest:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

CERTIFICATION OF FUNDS
ACCOUNT No. 111-10-202/303/5780
Purchase Order No. 327/1000000000
Contracted Amount \$ 327/1000000000
Date 7/11/18
BY:
CHIEF FINANCIAL OFFICER
PATRICIA BARTOLI
P. Bartoli

6

RESOLUTION

WHEREAS, there is a need to retain a company to maintain and service the HVAC systems of the Authority's facilities; and

WHEREAS, the company of Pennetta Industrial Automation possesses expertise in this area and has been deemed to have submitted the lowest responsible quote; and

WHEREAS, it is the intention and desire of the Board to retain the services of Pennetta Industrial Automation for a period from July 1, 2018 to June 30, 2020; and

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that Pennetta Industrial Automation, 17 Industrial Ave, Little Ferry, New Jersey 07643 provide the aforementioned services in accordance with its quote dated July 1, 2018 in an amount not to exceed \$ 8,500.00 per year; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to:

1. Pennetta Industrial Automation
2. Frank Pestana, Executive Director
3. Patricia Bartoli, Chief Financial Officer
4. John A. Napolitano, Esq.

Municipal Utilities Authority	Yes	No	Not Voting
Censullo	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018
Attest:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

CERTIFICATION OF FUNDS
ACCOUNT No. 01-114-5720-5380
Purchase Order No. 8500/92
Contracted Amount \$ 8500/92
Date 7/11/18
BY:
CHIEF FINANCIAL OFFICER
PATRICIA BARTOLI
P. Bartoli

7

RESOLUTION

WHEREAS, there is a need to retain a company to maintain and service the electrical systems of the Authority's facilities; and

WHEREAS, the company of TSUJ Corporation possesses expertise in this area and has been deemed to have submitted the lowest responsible quote; and

WHEREAS, it is the intention and desire of the Board to retain the services of TSUJ Corporation for a period from July 1, 2018 to June 30, 2020; and

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE NORTH BERGEN MUNICIPAL UTILITIES AUTHORITY, that TSUJ Corporation, PO Box 4621, Wayne, New Jersey 07474 provide the aforementioned services in accordance with its quote dated July 1, 2018 in an amount of \$81.00 per labor hour; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to:

1. TSUJ Corporation
2. Frank Pestana, Executive Director
3. Patricia Bartoli, Chief Financial Officer
4. John A. Napolitano, Esq.

Municipal Utilities Authority	Yes	No	Not Voting
Cansullo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018

Attest:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

CERTIFICATION OF FUNDS
ACCOUNT No. 41-44-590-15380
Purchase Order No. 51/102
Contracted Amount \$ 81.00
Date 7/11/18
BY: P. Bartoli
CHIEF FINANCIAL OFFICER
PATRICIA BARTOLI

8

RESOLUTION

WHEREAS, per the 2013 Sewer Revenue Refunding Bonds,, it is necessary to perform wire transfers from Oritani Bank Sewer Revenue account to U.S. Bank Debt Service and Operating account; and

WHEREAS, the Chief Financial Officer, Patricia Bartoli is authorized and directed to execute the required wire transfers; and

RESOLVED, by the Members of the North Bergen Municipal Utilities Authority in the County of Hudson, State of New Jersey, that the wire transfer in the amount of \$1,529,394.00 is hereby approved for payment; and

BE IT FURTHER RESOLVED, that the Acting Clerk to the MUA be and she is hereby authorized and directed to send a certified copy of this resolution to the following:

1. Frank Pestana, Executive Director
2. Patricia Bartoli, Chief Financial Officer
3. John Napolitano, Esq.

Municipal Utilities Authority	Yes	No	Not Voting
Censullo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018
ATTEST:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

CERTIFICATION OF FUNDS
ACCOUNT No. 01-00-0000014
Purchase Order No. _____
Contracted Amount \$ 1,529,394
Date 7/11/18
BY: _____
CHIEF FINANCIAL OFFICER
PATRICIA BARTOLI
P. Bartoli

9

RESOLUTION

RESOLVED, by the Members of the North Bergen Municipal Utilities Authority in the County of Hudson, State of New Jersey, that the following claims in the amount of \$ 1,747,908.66 they are hereby approved for payment if and when funds are available.

SEE ATTACHED LIST

BE IT FURTHER RESOLVED, that the Acting Clerk to the M.U.A. be and she is hereby authorized and directed to send a certified copy of this resolution to the following:

1. Frank Pestana, Executive Director
2. Patricia Bartoli, Chief Financial Officer
3. John Napolitano, Esq.

Municipal Utilities Authority			
	Yes	No	Not Voting
Censullo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Henriquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DeSantis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lombardi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Piazza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMOVE COVER TO RE-INK • USE IDEAL INK ONLY

DATED: July 11, 2018
ATTEST:

Patricia Bartoli
Patricia Bartoli, Acting Clerk

July 11, 2018
01:59 PM

North Bergen MUA
Bill List By Vendor Name

Page No: 1

P.O. Type: All
Range: First
Format: Condensed

to Last

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name

PO # PO Date Description Status Amount Void Amount Contract PO Type

AGLWE020 AGL WELDING SUPPLY CO;INC.

18-00053	01/09/18	2018 ANNUAL TANK RENTALS	Open	41.20	0.00		
18-00617	06/04/18	JUNE TANK RENTALS	Open	191.60	0.00		B
				232.80			

ALLAM020 ALL AMERICAN WASTE

18-00607	05/30/18	2 DUMPSTERS TO P/U AND DUMP	Open	650.00	0.00		
18-00611	06/01/18	2- DUMPSTERS TO P/U AND DUMP	Open	650.00	0.00		
18-00646	06/11/18	2- DUMPSTERS TO P/U AND DUMP	Open	650.00	0.00		
				1,950.00			

ALPHA010 ALPHADOG SOLUTIONS

18-00717	06/27/18	2018 HOSTING/MAINTENANCE	Open	2,400.00	0.00		
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ARROW010 ARROW ELEVATOR

18-00639	06/06/18	JUNE ELEVATOR MAINTENANCE	Open	175.00	0.00		
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ATLAN050 ATLANTIC DETROIT DIESEL

18-00534	05/08/18	g-2 REBUILD TRANSMISSION	Open	12,375.51	0.00		
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AUTOM020 AUTOMATIC DATA PROCESSING

18-00625	06/04/18	PAY #10. PAY DATE: 5/17/18	Open	554.79	0.00		
18-00626	06/04/18	PAY #11. PAY DATE: 5/31/18	Open	584.36	0.00		
18-00732	07/05/18	PAY #12. PAY DATE: 6/14/18	Open	759.87	0.00		
18-00733	07/05/18	PAY #13. PAY DATE: 6/28/18	Open	721.14	0.00		
				2,620.16			

AUTOM030 AUTOMOTIVE BRAKE CO.

18-00484	04/30/18	2 STOBE LIGHTS/5 DOOR MIRRORS	Open	309.98	0.00		
18-00615	06/01/18	BRAKE LIGHTS	Open	336.55	0.00		
				646.53			

BEYER010 BEYER BROS CORP

18-00054	01/09/18	2018 ANNUAL FOR SERVICES	Open	14,360.64	0.00		B
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BLUEC020 BLUE CROSS DENTAL

18-00764	07/09/18	INV# 289213231	Open	2,519.40	0.00		
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BOSWE010 BOSWELL & MCCLAVE ENGINEERING

18-00175	02/07/18	2018 GENERAL ENGINEERING	Open	7,918.50	0.00		B
18-00782	07/11/18	DOT/FORCE MAIN# 121159/121642	Open	8,238.75	0.00		
				16,157.25			

CABLE010 CABLEVISION

18-00056	01/09/18	2018- ACCT#07862-220548-01-9	Open	111.88	0.00		B
18-00057	01/09/18	2018- ACCT #07862-220817-01-8	Open	111.88	0.00		B
				223.76			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CINTA010 CINTAS								
	18-00612	06/01/18	RE-STOCK OF MEDICAL SUPPLIES	Open	98.20	0.00		
CLEAR010 CLEARY GIACOBBE ALFIERI JACOBS								
	18-00176	02/07/18	2018 LEGAL COUNSEL	Open	1,360.00	0.00		B
	18-00783	07/11/18	INV# 60549	Open	2,346.00	0.00		
					<u>3,706.00</u>			
COLIN010 COLIN QUINN								
	18-00711	06/25/18	INV# 4338	Open	1,248.00	0.00		
	18-00758	07/09/18	INV# 4364	Open	584.55	0.00		
					<u>1,832.55</u>			
COTTA010 COTTAGE AUTO REPAIRS								
	18-00485	04/30/18	SHIFT CABLE ON TRUCK	Open	319.37	0.00		
CUSTO010 CUSTOM BANDAG INC.								
	18-00558	05/15/18	REPAIR OF TIRE	Open	293.23	0.00		
	18-00636	06/06/18	4- TIRES RE-CAPPED	Open	1,248.84	0.00		
					<u>1,542.07</u>			
DAVIS015 DAVISON EASTMAN & MUNOZ								
	18-00781	07/11/18	INV# 356674	Open	205.11	0.00		
DEERP010 DEER PARK								
	18-00055	01/09/18	2018 ANNUAL FOR WATER DELIVERS	Open	32.18	0.00		B
	18-00618	06/04/18	JUNE WATER DELIVERIES	Open	152.77	0.00		
	18-00714	06/27/18	JUNE WATER DELIVERIES	Open	22.91	0.00		
					<u>207.86</u>			
EWBER010 E.W. BERGER								
	18-00692	06/19/18	STRAP WRENCHES AND BALL VALVES	Open	266.50	0.00		
EWEAU010 EWE AUTO SEAT COVER								
	18-00698	06/20/18	G-2 SEAT REPAIR	Open	204.00	0.00		
GARDE020 GARDEN STATE LABS.								
	18-00756	07/09/18	MULTIPLE INVOICES	Open	126.50	0.00		
GEORG040 GEORGE'S MAINTENANCE								
	18-00627	06/04/18	JUNE OFFICE MAINTENANCE	Open	540.00	0.00		
GRAIN010 GRAINGER								
	18-00609	06/01/18	CASE OF TYVEK FULL SUITS	Open	212.00	0.00		
	18-00616	06/04/18	NOZZLES/BOOTS/DEWALT BATTERY	Open	202.30	0.00		
	18-00684	06/14/18	12 BOXES OF NITRILE GLOVES	Open	193.20	0.00		
	18-00700	06/20/18	INV# 9752143470- UNPAID	Open	51.00	0.00		
					<u>658.50</u>			
GREAT010 GREAT LAKES ENV CENTER								
	18-00744	07/06/18	INV# 28280/ 28390	Open	685.53	0.00		

Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GREG0010 GREGORY LANDSCAPING							
18-00562	05/15/18	SPRING CLEAN UP OF MUA	Open	275.00	0.00		
18-00576	05/21/18	SPRING CLEAN UP- WTP	Open	100.00	0.00		
18-00577	05/21/18	2 WEEKS OF MAY LANDSCAPING- WTP	Open	40.00	0.00		
18-00578	05/21/18	SPRING CLEAN UP CTP/CSO/SITE-4	Open	500.00	0.00		
18-00579	05/21/18	MAY WEEKLY LANDSCAPING	Open	275.00	0.00		
18-00620	06/04/18	JUNE WEEKLY LANDSCAPING- WTP	Open	80.00	0.00		
18-00621	06/04/18	JUNE WEEKLY CTP/CSO'S/SITE #4	Open	550.00	0.00		
18-00622	06/04/18	MAY WEEKLY LANDSCAPING- MUA	Open	100.00	0.00		
18-00623	06/04/18	JUNE WEEKLY LANDSCAPING- MUA	Open	200.00	0.00		
				2,120.00			
HACH0010 HACH CO.							
18-00594	05/25/18	PH 10 BUFFER SOLUTION	Open	162.79	0.00		
HUDS0020 HUDSON COUNTY IMPRV AUTH							
18-00060	01/09/18	2018 ANNUAL FOR LANDFILL FEES	Open	220,000.00	0.00		B
IVAND010 IVAN DIAZ							
18-00703	06/21/18	REIMBURSEMENT FOR ADVANCED S2	Open	564.30	0.00		
JIMNE010 JIM NEHIRA							
18-00726	06/28/18	HEALTH WAIVER	Open	2,100.00	0.00		
JONES010 JONES CHEMICAL							
18-00599	05/29/18	3000 GAL. OF HYPO.	Open	2,125.00	0.00		
18-00710	06/25/18	3000 GAL. OF HYPO.	Open	2,639.25	0.00		
				4,764.25			
KANSAS010 KANSAS STATE BANK							
18-00064	01/09/18	2018 ANNUAL FOR # 3349756	Open	7,881.30	0.00		B
LERCH010 LERCH VINCI & HIGGINS							
18-00178	02/08/18	2018 ANNUAL FOR AUDITOR	Open	25,000.00	0.00		B
LIGGIO010 LIGGIO, THOMAS							
18-00725	06/28/18	HEALTH WAIVER	Open	2,100.00	0.00		
LOOKF010 LOOKFIRST TECHNOLOGY,LLC.							
18-00185	02/08/18	2018 SERVER OFFSITE BACK UP	Open	250.00	0.00		B
MGAUT010 M & G AUTO PARTS							
18-00628	06/04/18	S-3 THROWATE BODY	Open	9.90	0.00		
18-00634	06/06/18	R-3 LINK AND TIE ROD	Open	74.47	0.00		
18-00685	06/14/18	R-3 BRAKES.BELT/FILTER/ANTIFRE	Open	306.76	0.00		
18-00686	06/14/18	FILTERS	Open	10.69	0.00		
18-00691	06/19/18	R-3 ROTORS AND DISK PADS	Open	241.54	0.00		
18-00699	06/20/18	S-1 AIR FILTERS	Open	8.89	0.00		
18-00704	06/21/18	12 HEADLIGHTS	Open	114.84	0.00		
				767.09			
MAXAD005 MAX ADAMO CONSTRUCTION,INC.							
18-00641	06/07/18	REPAIR OF CATCH BASIN	Open	2,450.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MEAD0020 MEADOWLANDS FORD TRUCK								
	18-00688	06/19/18	R-3 FRONT END	Open	1,617.63	0.00		
MIRAC010 MIRACLE CHEMICAL CO								
	18-00645	06/11/18	400 GAL. OF BISULFITE	Open	696.15	0.00		
	18-00697	06/20/18	300 GAL. OF BISULFITE	Open	596.70	0.00		
					<u>1,292.85</u>			
NETW0025 NETWORKFLEET, INC.								
	18-00061	01/09/18	2018 ANNUAL LOCATOR CHARGES	Open	276.00	0.00		B
NEWJ085 NEW JERSEY INFRASTRUCTURE BANK								
	18-00767	07/10/18	INV# 20180801-S340652-13	Open	2,122.50	0.00		
	18-00768	07/10/18	INV# 20180801-S340 399-21-1	Open	1,087.50	0.00		
	18-00769	07/10/18	INV# 20180801-S340 652-09	Open	3,457.50	0.00		
	18-00770	07/10/18	INV# 20180801-S340 399-21	Open	15,697.50	0.00		
					<u>22,365.00</u>			
PASSA010 PASSAIC VALLEY SEWERAGE								
	18-00077	01/10/18	2018 ANNUAL USER CHARGES	Open	1,094,378.61	0.00		B
PAULU010 PAULUS, SOKOLOWSKI & SARTOR								
	17-00662	06/13/17	ENGINEER CONSTRUCTION O/S	Open	118,437.96	0.00		B
	18-00424	04/11/18	WTP FIRE	Open	22,447.63	0.00		B
					<u>140,885.59</u>			
PENNE010 PENNETTA INDUSTRIAL AUTOMATION								
	18-00550	05/15/18	BOILER PIPE LEAKING	Open	357.16	0.00		
	18-00659	06/12/18	REPAIRS TO A/C SYSTEM @ ADMIN.	Open	1,729.60	0.00		
					<u>2,086.76</u>			
PESTB010 PEST BOYS								
	18-00549	05/15/18	MAY PEST CONTROL	Open	130.00	0.00		
PINEE005 PINE ENVIRONMENTAL SERVICES								
	18-00637	06/06/18	RENTAL OF 631X METER	Open	210.00	0.00		
PITNE010 PITNEY BOWES								
	18-00693	06/19/18	INV# 1007614360	Open	180.00	0.00		
	18-00743	07/06/18	INV# 1007966602	Open	45.00	0.00		
					<u>225.00</u>			
PREST010 PRESTIGE LABS								
	18-00721	06/28/18	1 CASE OF FANTABULOSO	Open	165.62	0.00		
PSEG0010 PSE&G								
	18-00773	07/10/18	ACCT# 4201117200	Open	1,799.87	0.00		
	18-00774	07/10/18	ACCT# 4245458704	Open	8,688.96	0.00		
	18-00775	07/10/18	ACCT# 7340134808	Open	114.89	0.00		
	18-00776	07/10/18	ACCT# 7340134905	Open	1,294.46	0.00		
	18-00777	07/10/18	ACCT# 7340135006	Open	29.02	0.00		
	18-00778	07/10/18	ACCT# 7340135200	Open	1,016.02	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PSEG0010 PSE&G			Continued					
	18-00779	07/10/18	ACCT# 7340135308	Open	<u>731.81</u> 13,675.03	0.00		
PVSCC005 PVSC/CSO STUDY								
	18-00354	03/26/18	CSO STUDY AGREEMENT	Open	25,371.15	0.00		B
RAPID020 RAPID PUMP & METER								
	18-00606	05/30/18	LIFT PUMP ALARMS	Open	5,565.70	0.00		
	18-00643	06/08/18	61ST. #1 PUMP	Open	360.00	0.00		
	18-00753	07/06/18	REPAIR OF SPARE PUMP	Open	<u>544.00</u> 6,469.70	0.00		
RELIA025 RELIABLE TREE SERVICES, INC.								
	18-00713	06/27/18	ADMIN BUILDING. TREES/CLEAN UP	Open	2,500.00	0.00		
REUTH010 REUTHER MATERIAL CO.								
	18-00624	06/04/18	2- 100 FT. OF HOSE	Open	344.00	0.00		
REVEL020 REVELLO, MICHAEL								
	18-00702	06/21/18	REIMBURSEMENT FOR ADVANCED S2	Open	564.30	0.00		
RICOH010 RICOH USA								
	18-00760	07/09/18	INV# 5053756765	Open	54.97	0.00		
RIVIE010 RIVIERA WEST CONDO								
	18-00102	01/16/18	2017 CONDO REIMBURSEMENT	Open	2,487.50	0.00		
SANIT010 SANITATION EQUIPMENT								
	18-00059	01/09/18	2018 ANNUAL FOR SERVICES	Open	527.20	0.00		B
STORM005 STORMTRAP, LLC								
	18-00336	03/19/18	30- REG.NETS/10- H/D NETS	Open	6,510.00	0.00		
SUPER030 SUPERIOR WASH								
	18-00687	06/14/18	8- TRUCKS WASHED	Open	160.00	0.00		
TEAMS010 TEAMSTERS LOCAL 945								
	18-00062	01/09/18	2018 ANNUAL FOR BENEFITS	Open	44,436.41	0.00		B
TOWNS030 TOWNSHIP OF NB/VISION								
	18-00765	07/09/18	JULY VISION BENEFITS	Open	481.52	0.00		
TOWNS020 TOWNSHIP OF NORTH BERGEN								
	18-00063	01/09/18	2018 ANNUAL SANITATION FUEL	Open	7,833.18	0.00		B
	18-00745	07/06/18	JUNE FUEL- MUA	Open	<u>741.24</u> 8,574.42	0.00		
TREAS020 TREASURER, STATE OF NJ								
	18-00663	06/12/18	INV# 180254980	Open	30.00	0.00		
	18-00755	07/09/18	INV# 180516450	Open	<u>27,713.20</u> 27,743.20	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TSUJ010 TSUJ CORP.								
	18-00635	06/06/18	LIGHTS IN PRE-TREATMENT ROOM	Open	2,540.85	0.00		
USBAN020 US BANK NATIONAL ASSOCIATION								
	18-00741	07/06/18	INV# 5002607	Open	1,250.00	0.00		
	18-00742	07/06/18	INV# 5002606	Open	<u>1,250.00</u>	0.00		
					2,500.00			
USBAN030 US BANK/NJEIT								
	18-00771	07/10/18	1999A LOAN AGREEMENT	Open	285.00	0.00		
	18-00772	07/10/18	1998A LOAN AGREEMENT	Open	<u>2,850.00</u>	0.00		
					3,135.00			
USABL010 USA BLUE BOOK								
	18-00652	06/12/18	HIGH VISION HATS/CAPS/EAR MUFF	Open	206.87	0.00		
VERIZ010 VERIZON								
	18-00715	06/27/18	201-392-1127	Open	67.46	0.00		
	18-00716	06/27/18	201-392-9229	Open	98.09	0.00		
	18-00746	07/06/18	201-854-8518	Open	270.88	0.00		
	18-00747	07/06/18	201-271-1388	Open	87.11	0.00		
	18-00748	07/06/18	201-422-0100	Open	925.49	0.00		
	18-00749	07/06/18	201-770-1014	Open	<u>68.66</u>	0.00		
					1,517.69			
VERIS010 VERIZON WIRELESS								
	18-00780	07/11/18	INV# 9809939619	Open	522.05	0.00		
VIRTU010 VIRTU WATER METER SERVICE								
	18-00649	06/11/18	BACKFLOW PREVENTIVE CTP/WTP	Open	300.00	0.00		
WBMA010 WB MASON								
	18-00592	05/24/18	PURCHASE OF FOLLOWING ITEMS:	Open	629.25	0.00		
	18-00597	05/29/18	NEW TIME CLOCK	Open	298.34	0.00		
	18-00640	06/07/18	PURCHASE OF FOLLOWING ITEMS:	Open	<u>50.93</u>	0.00		
					978.52			
WEBER010 WEBER OIL CO.								
	18-00696	06/20/18	55 GAL. DRUM 10w/30 MOTOR OIL	Open	462.25	0.00		
Total Purchase Orders: 129					Total P.O. Line Items: 0	Total List Amount: 1,747,908.66	Total Void Amount: 0.00	