

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

NOTICE

REGULAR MEETING

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and in consideration of Executive Order No. 103, issued by Governor Murphy on March 9, 2020 declaring a State of Emergency and a Public Health Emergency in the State of New Jersey, the Northwest Bergen County Utilities Authority does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the Northwest Bergen County Utilities Authority Work Session, Regular Meeting and Special Meeting scheduled for Tuesday, December 8, 2020 at 7:00 p.m. at the offices of the Northwest Bergen County Utilities Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey will be held via Zoom ONLY. Formal action may be taken at these meetings. The agendas will be placed on the Northwest Bergen County Utilities Authority website, nbcua.com, at least 48 hours prior to the meeting. Members of the public who wish to participate in the meeting may do so by going to Zoom.us and entering the meeting ID of 842 3881 4388 and followed by the passcode **970377** at 7:00 P.M. Members of the public may also access the meeting by dialing in at 1-646-558-8656, and then following the prompts to input the meeting ID and passcode. Phone service provider rates may apply. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. A non-public dial in number will be used if executive session is required.

Alison Gordon, Secretary
Northwest Bergen County
Utilities Authority

December 4, 2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING December 8, 2020

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Approval of Minutes – Regular Meeting – October 20, 2020
Special Meeting – October 20, 2020
6. Public Comments (any subject)
7. Consideration for approval list of Resolutions attached dated December 8, 2020
8. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
9. Report of Treasurer
10. Report of General Counsel
11. Report of Consulting Engineer
12. Report of Executive Director
13. Report of Authority Engineer
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 4 through 16)
18. Adjournment

December 4, 2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTIONS

December 8, 2020

CONSENT AGENDA

- 92-2020 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 93-2020 Authorization to renew a Shared Services Agreement with the Borough of Saddle River
- 94-2020 Authorization to renew a Shared Services Agreement with the Borough of Westwood
- 95-2020 Authorization to Renew a Professional Services Contract with Valley Medical Group regarding the Coordination and Conduct of Alcohol and Drug Testing Services
- 96-2020 Authorization to Renew a Shared Services Agreement with the County of Bergen, Department of Health Services for participation in the Employee Assistance Program
- 97-2020 Resolution Authorizing a Release Agreement of property owner for 615 Reservoir Drive, Franklin Lakes, NJ
- 98-2020 Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Authorizing Emergency Spending to Repair Damaged Sewage Pipe
- 99-2020 Resolution to Engage the Services of T&M Associates to Provide the Engineering Professional Services required for the Interceptor System Rehabilitation Project (S340700-19)
- 100-2020 Authorization to Amend the Not-To-Exceed Amount of a Professional Services Agreement with RSC Architects
- 101-2020 Authorization to renew a Shared Services Agreement with the Borough of Emerson

Amended 12/8/2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2020

Date: December 8, 2020

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of October and November 2020 and Health Benefits and Dental Benefits transfers for November and December 2020; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated November 10, 2020 and December 8, 2020 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account – October
Net Payroll: \$210,370.38

ACCOUNT: Payroll Account – November
Net Payroll: \$440,834.55

ACCOUNT: Tax Deposit Account – October
Total: \$88,862.30

ACCOUNT: Tax Deposit Account – November
Total: \$178,660.57

ACCOUNT: Health Benefits Contribution Employer – November
Total Transfer: \$119,626.11

ACCOUNT: Health Benefits Contribution Employer – December
Total Transfer: \$114,875.00

ACCOUNT: Health Benefits Contribution Employee – November
Total: \$4,722.72

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2020

Date: December 8, 2020

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: Health Benefits Contribution Employee – December
Total: \$4,554.89

ACCOUNT: Dental Benefits – November
Total Transfer: \$4,346.62

ACCOUNT: Dental Benefits – December
Total Transfer: \$4,235.02

ACCOUNT: PERS and Contributory Insurance – October
Total Transfer: \$30,920.17

ACCOUNT: PERS and Contributory Insurance – November
Total Transfer: \$31,064.89

ACCOUNT: Operating Account - October
Total: \$303,065.29

ACCOUNT: Operating Account – November
Total: \$180,399.71

ACCOUNT: General Improvement Account – October
Total: \$260,194.93

ACCOUNT: General Improvement Account – November
Total: \$236,271.75

SECRETARY

CHAIRMAN

RECORDED VOTE:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF SADDLE RIVER**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Saddle River (the “Borough”) had entered into a Shared Services Agreement on January 1, 2020 with a termination date of December 31, 2020 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough’s one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

WHEREAS, the Borough has adopted its Resolution No. 182-20 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year commencing January 1, 2021 subject to the terms and conditions set forth in said agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF SADDLE RIVER**

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Saddle River for a duration of one (1) year commencing January 1, 2021 to provide the services described in Paragraph 3 above; and
2. The Executive Director of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Saddle River annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

SECRETARY

CHAIRMAN

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelaheer | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|----------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

SHARED SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and among:

The Borough of Saddle River, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Saddle River", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as "NBCUA".

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform 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 taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. Seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Saddle River and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Saddle River, monthly inspections/monitoring of Saddle River's one (1) wastewater pump station, and any and all agreed upon repairs, 24 hours a day and 365 days per year; and

WHEREAS, Saddle River has adopted a Resolution # 182-20 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

NOW, THEREFORE, this agreement is entered into by and among the Borough of Saddle River and the NBCUA for the purpose of defining and specifying the obligations of the parties and Saddle River and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2021.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
 - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
 - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2050.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$8,200.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$89.38 per man hour for business hours and \$111.71 per man hour for non-business hours.
 5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
 6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2021 and the expiration date shall be December 31, 2021, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month, day and year first above written.

ATTEST:


Clerk

Date: 11.24.20

ATTEST:

Alison Gordon, Secretary

Date:

BOROUGH OF SADDLE RIVER

By: 
Mayor

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

R# 182-20

Date: 11/23/20

COUNCIL OF THE BOROUGH OF SADDLE RIVER

Introduced by Council President Ruffino

Seconded by Council Member Jensen

RESOLUTION AUTHORIZING INTERLOCAL SERVICE AGREEMENT FOR A LICENSED SEWER OPERATOR WITH NORTHWEST BERGEN UTILITIES AUTHORITY

BE IT RESOLVED that the Council of the Borough of Saddle River authorize the Mayor to sign an Inter-local Agreement for a Licensed Sewer Operator for the Saddle River sewer pump station, at an annual fee of \$8,200.00.

| | YES | NAYS | ABSTAIN | ABSENT |
|--|------------|-------------|----------------|---------------|
| Carpenter, Duncan | X | | | |
| DiGirolamo, Christopher | X | | | |
| Hekemian, David | X | | | |
| Jensen, Eric | X | | | |
| Council President, Ruffino, Rosario | X | | | |
| Kurpis, Albert J., Mayor | | | | |

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Susan Hodgins, Chief Financial Officer of the Borough of Saddle River, hereby certify that \$8,200 will be available in the 2021 Budget after adoption under Inter-Local Agreements line item 01-2010-27-3303-500 and the 1st Quarter payment of \$2,050 will be available in the temporary budget under the same line item.


Date: 11/23/20

Susan Hodgins, Chief Financial Officer

PASSED: 11/23/20



(Mayor)



(Borough Clerk)

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF WESTWOOD**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Westwood (the “Borough”) had entered into a Shared Services Agreement on January 1, 2019 with a termination date of December 31, 2020 for the services of monthly monitoring of the Borough’s three (3) waste water pump stations, for the Authority as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year; and

WHEREAS, the Agreement was later amended to include the provision of Licensed Sewer Operator Services; and

WHEREAS, the Borough has adopted its Resolution No. 20-219 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of two (2) years commencing January 1, 2021 subject to the terms and conditions set forth in said agreement attached hereto.

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Westwood for a duration of two (2) years commencing January 1, 2021 for the services of: 1) monthly monitoring of the Borough’s three (3) waste water pump stations; 2) Licensed Sewer Operator; and 3) the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF WESTWOOD**

2. The Executive Director of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Westwood annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

SECRETARY

CHAIRMAN

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20__ by and among:

The Borough of Westwood, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Westwood", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as NBCUA.

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform 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 taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, Westwood and the NBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NBCUA would provide to Westwood, the services of licensed operator, monthly inspections/monitoring of Westwood's three (3) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, Westwood has adopted a resolution [#]20-219 which authorizes Westwood to enter into an agreement with the NBCUA, for the services of monitoring Westwood's wastewater pump stations and provide repair services.

NOW, THEREFORE, this agreement is entered into by and among the Borough of Westwood and the NBCUA for the purpose of defining and specifying the obligations of the parties and Westwood and the NBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Westwood and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be January 1, 2021.

3. The NBCUA shall provide the following services to the Borough of Westwood:
 - A. The NBCUA shall perform monthly monitoring of Westwood's three (3) wastewater pump stations.
 - B. The NBCUA will act as the New Jersey Licensed Operator for the Sanitary Collection System for Westwood.
 - C. Perform repairs, corrective action and respond to pump station alarms during business hours, as directed by Westwood. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
 - D. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to the Borough of Westwood, pursuant to Paragraph 3 above the Borough of Westwood shall pay the NBCUA four (4) equal installments of \$2,750.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$11,000. The rate of compensation paid by the Borough of Westwood to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2021 \$89.38 per man hour for business hours and \$111.71 per man hour for non-business hours and in 2022 shall be \$90.69 per man hour for business hours and \$112.82 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NBCUA for each request for services from the Borough.
5. The NBCUA shall provide the Borough of Westwood with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by the Borough of Westwood within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NBCUA for the NBCUA and the Supervisor of the Borough's Public Works Department for the Borough of

Westwood. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.

9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
10. The NBCUA will provide a certificate of insurance designating Borough of Westwood as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Westwood assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Westwood, its agents, servants or employees.
12. The effective date of this Agreement shall be January 1, 2021 and the expiration date shall be December 31, 2022, unless the agreement is terminated pursuant to paragraph 6 above.
13. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

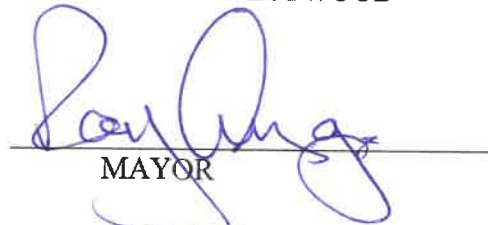
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month day and year first above written.

ATTEST:



ATTEST:

BOROUGH OF WESTWOOD



MAYOR

NORHWEST BERGEN COUNTY
UTILITIES AUTHORITY

RESOLUTION

MAYOR AND COUNCIL OF THE
BOROUGH OF WESTWOOD

TITLE: Authorizing Agreement with Northwest Bergen County Utilities Authority for Pump Station Inspections

RESOLUTION: 20- 219

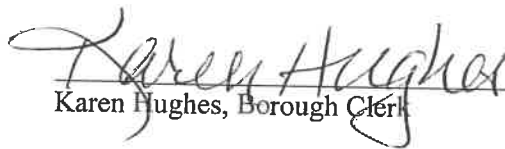
WHEREAS an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for pump station inspections has been utilized by the Borough since 2009, and

WHEREAS the DPW Superintendent recommends to continue this service, and

WHEREAS a two year agreement has been proposed in the amount \$11,000. per year for monthly inspections of the Borough's wastewater pump stations, and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Westwood hereby authorize the Mayor and Borough Clerk to execute an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for monthly inspections of the wastewater pump stations in an amount not to exceed \$11,000. per year for two years.

Certified to be a true copy of a Resolution
adopted at a meeting of the Mayor and
Council on October 20, 2020


Karen Hughes, Borough Clerk

| NAME | MOVED | SECOND | AYES | NAYS | ABSENT | ABST. |
|---------|-------|--------|------|------|--------|-------|
| Biocchi | | | ✓ | | | |
| Collins | | ✓ | ✓ | | | |
| Dell | ✓ | | ✓ | | | |
| Hodges | | | ✓ | | | |
| Murphy | | | ✓ | | | |
| Montana | | | ✓ | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2020

Date: December 8, 2020

AUTHORIZATION TO RENEW A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority presently engages the services of Valley Physician Services of Mahwah, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses; and

WHEREAS, Valley Physician Services provided the Authority with a proposed agreement to continue these same services for the calendar year 2021; and

WHEREAS, the fees for such services provided by Valley Physician Services will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

WHEREAS, the services to be performed by Valley Physician Services qualify as “professional services” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), and therefore the contract for same can be awarded by the Authority without public advertisement for bids; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Physician Services to be retained in this regard effective January 1, 2021 to December 31, 2021.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2020

Date: December 8, 2020

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Physician Services of Paramus for 2021 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

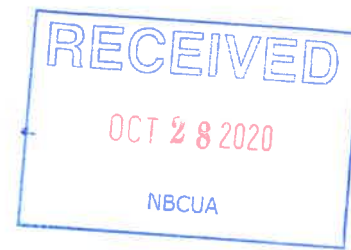
I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

CHAIRMAN

SECRETARY

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |



AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 1400 MacArthur Blvd, Mahwah, NJ 07430 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of January 1, 2021, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

| | | | | | | | |
|---|--------------|-------|----------|-------|---|----------------|-------|
| Selection/provision of alcohol testing services | MUNICIPALITY | _____ | PROVIDER | _____ | X | NOT APPLICABLE | _____ |
| Selection/provision of drug testing collections | MUNICIPALITY | _____ | PROVIDER | _____ | X | NOT APPLICABLE | _____ |
| Selection/provision of drug testing laboratory services | MUNICIPALITY | _____ | PROVIDER | _____ | X | NOT APPLICABLE | _____ |
| Random selection for drug and/or alcohol testing | MUNICIPALITY | _____ | PROVIDER | _____ | X | NOT APPLICABLE | _____ |
| Other (specify): _____ _____ | MUNICIPALITY | _____ | PROVIDER | _____ | | NOT APPLICABLE | _____ |
| Other (specify): _____ _____ | MUNICIPALITY | _____ | PROVIDER | _____ | | NOT APPLICABLE | _____ |

Additional:

FEEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1st of the contract year. Reconciliation will be done in the third quarter of the contract year based on the number of drivers on the list provided by the Municipality. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2021, and terminating on December 31, 2021. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VPS:

With a copy to:

Paul Gresko
Director, OHS

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

INSURANCE:

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.

- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VPS

MUNICIPALITY: Northwest Bergen Utilities Authority

By: 

By: _____

Title: Director, OHS

Title: _____

Date: 10/14/2020

Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS) *and* DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fee to include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, electronic delivery of UDS results (if requested), collection sites, record back-up, semi-annual laboratory reports, as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor

unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



Date: November 26, 2019

SIGNATURES

Northwest BC Utilities Authority (NBCUA)

IN WITNESS WHEREOF, the County of Bergen, and Northwest BC Utilities Authority (NBCUA) have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

PLEASE PLACE AUTHORITY SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

**James J. Tedesco III,
County Executive**

or

**Julien X. Neals
County Counsel/Acting County Administrator**

Date: _____

PAYMENTS SCHEDULE
Northwest BC Utilities Authority (NBCUA)

2021 Schedule of Services and Fees

The County shall perform the services set forth below:

| | |
|---|--------------------|
| 1 . Employee Assistance Program | \$ 1,155.40 |
| TOTAL AGREEMENT 2021 COST PER ANNUM: | \$ 1,155.40 |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 97-2020

Date: December 8, 2020

**RESOLUTION AUTHORIZING A RELEASE AGREEMENT
WITH GJOKO PETROVSKI**

THIS RESOLUTION AUTHORIZES the execution of a Release Agreement by and between the Northwest Bergen County Utilities Authority (“Authority”) and Gjoko Petrovski, having an address at 615 Reservoir Drive, Franklin Lakes, New Jersey 07417 (“Homeowner”) providing for an agreement by the Authority to permit the Homeowner to enter into a temporary agreement with the North Haledon Sewerage Collection System and the Passaic County Sewer Authority (“PCSA”) to accept sewage flow from the Homeowner’s premises located at 615 Reservoir Drive, Block: 7 Lot: 3103.03, Franklin Lakes, New Jersey (the “Agreement”); and

WHEREAS, the Homeowner’s premises located in the Borough of Franklin Lakes is in the service area of the Northwest Bergen County Utilities Authority, and as such, is subject to the Authority Service Agreement with the Borough of Franklin Lakes providing for waste water treatment for the Borough of Franklin Lakes; and

WHEREAS, Homeowner and the Authority have discussed a temporary agreement whereby the Authority would permit the Homeowner to connect to the PCSA sewer infrastructure because the Authority does not yet have sewer infrastructure adjoining and appurtenant to various properties in the Borough of Franklin Lakes, Bergen, County New Jersey including 615 Reservoir Drive, Block: 7 Lot: 3103.03; and

WHEREAS, the Homeowner has agreed to seek the needed regulatory approvals to accomplish the construction of the sewer infrastructure system components required in order to build-out the collection system to connect Homeowner to the PCSA treatment facility; and

WHEREAS, a Release Agreement between the Authority and Homeowner is intended to be entered into between the parties (hereinafter referred to as (“Release”) which shall be presented to the Authority’s Commissioners for approval; and

WHEREAS, the NBCUA is agreeable to grant Homeowner permission to utilize a connection to the PCSA sewer district, and that any such connection shall be temporary in nature until such time as service is provided to the district by the NBCUA, at which time the Homeowner will agree to hook up to the sewer line of the NBCUA; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 97-2020

Date: December 8, 2020

**RESOLUTION AUTHORIZING A RELEASE AGREEMENT
WITH GJOKO PETROVSKI**

WHEREAS, the foregoing terms are hereby authorized by the Authority to enter into and incorporate in the Release; and

NOW THEREFORE BE IT RESOLVED, by the Northwest Bergen Utilities Authority that:

1. The Authority hereby finds and determines that it is advisable that the Authority enter into the Release incorporating substantially the terms presented herein, until such time as service is provided to the subject premises by the NBCUA.
2. The Release substantially incorporating the terms presented herein and the Authority hereby authorizes the Executive Director and Authority Counsel on behalf of the Authority to take steps to execute the Release Agreement with the Homeowner contemplated herein.

ADOPTED: December 8, 2020

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

RECORDED VOTE:

| | Bonagura | Duch | Jordan | Kelaheer | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|----------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |

RELEASE AGREEMENT

This Release Agreement (“Agreement”) has been entered into by and between **GJOKO PETROVSKI, 615 Reservoir Drive, Franklin Lakes, New Jersey 07417** (“Homeowner”) and the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**, a regional wastewater treatment utility having offices located at 30 Wyckoff Avenue at Authority Drive, Waldwick, New Jersey 07463, (“NBCUA”). The Homeowner and the NBCUA may be referred to collectively as the “Parties” herein.

WHEREAS, the Homeowner is currently treating their wastewater with an individual septic system; and

WHEREAS, the NBCUA provides wastewater treatment within the northwest region of Bergen County, through a system of pumping stations, ejector stations, force mains and appurtenances to collect and dispose of sanitary and other wastewaters, and

WHEREAS, the Homeowner is desirous of eliminating their aging septic system and connecting to the nearby North Haledon sewer collection systems and the Passaic County Sewer Authority (“PCSA”) collection system; and

WHEREAS, the NBCUA does not yet have the necessary sewer infrastructure adjoining and appurtenant to various properties in the Borough of Franklin Lakes, Bergen County, New Jersey including 615 Reservoir Drive, Block: 7 Lot: 3103.03 (the “Property”); and

WHEREAS, the Parties have identified that the Passaic County Sewer Authority (“PCSA”) has the capability to accept the wastewater flow through their sewer infrastructure; and

WHEREAS, the Homeowner and the PCSA have agreed to enter into an agreement with the PCSA to permit the PCSA to accept the Homeowner’ wastewater flow due to the fact that there is no sewer infrastructure in the vicinity of their property and it is therefore infeasible to connect to the treatment facilities of the NBCUA; and

NOW THEREFORE, it is hereby agreed by and between the Parties and in consideration of the mutual covenants and undertaking set forth herein as follows:

1. **Release:** The NBCUA shall permit the Homeowner to make application and connect to and accept wastewater treatment services from the Passaic County Sewer Authority (the "PCSA"), and to undertake such work that may be required by the PCSA to connect the Property to the PCSA sewer collection infrastructure;
2. **Indemnification:** The Homeowner agrees to indemnify and hold the NBCUA harmless from all claims, for contribution and for indemnification including contractual or tort based claims, which have been, or could have been or may in the future be asserted in any action that the Homeowner could have in Court and/or that any other fact finder could assign liability against the NBCUA;
3. **Beneficiaries:** This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, agents, heirs and insurers.
4. **Further Assurances:** In the event that the NBCUA sewer infrastructure is built out at a future date and becomes accessible to this property, the Homeowner will agree to connect to the NBCUA wastewater treatment facilities.
5. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The undersigned have read the foregoing Release and fully understand same.

IN WITNESS WHEREOF, this Release of Claims Agreement is executed and sworn as follows:

Dated: _____, 2020

WITNESS:

HOMEOWNER:

Gyoko Petrovski

ATTEST:

Northwest Bergen County Utilities Authority

Alison Gordon, Secretary

By: _____

James Rotundo, Executive Director

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 98-2020

Date: December 8, 2020

**RESOLUTION OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING EMERGENCY SPENDING
TO REPAIR DAMAGED SEWAGE PIPE**

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") discovered a section of sanitary sewage pipe that serves as the main discharge line for the Authority's Ho-Ho-Kus Pump Station septage receiving and sludge handling had experienced a collapse; and

WHEREAS, upon inspection, the Authority's Engineer determined that an emergency repair of 400 feet of the 26-inch line was required, together with a by-pass pumping system to maintain the sewerage flow to the Authority's plant; and

WHEREAS, the collapse and failure of this sewage line threatens the health, safety and welfare of the public; and

WHEREAS, the Authority's Engineer has thus concluded that an emergency condition exists and recommended that this section of sewage line be repaired immediately; and

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to immediately solicit quotes and award an emergency contract, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq., to perform the required emergency repairs to the damaged sewage line.
3. The Authority is directed to file an "Emergency Procurement Report" with the Director of the Division of Local Government Services within thirty (30) days of the award of the contract describing the circumstances pertaining to the emergency, and to comply with all other requirements set forth in N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq.
4. This Resolution shall be effective immediately.

ADOPTED: December 8, 2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 99-2020

Date: December 8, 2020

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE INTERCEPTOR SYSTEM REHABILITATION PROJECT (S340700-19)

WHEREAS, the Northwest Bergen County Utilities (the “Authority”) is in the process of assessing the Authority’s existing interceptor system including pipes and manholes and developing capital improvement contracts to repair and/or rehabilitate defects identified during the initial investigation, with improvements including full replacement, CIPP Lining, slip lining or other trenchless repair method (hereafter referred to as the “Project”); and

WHEREAS, the Authority intends for this project to be funded with loan assistance from the New Jersey Environmental Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq. and all applicable interim and final rules and regulations published in the New Jersey Register through June 2005; and

WHEREAS, the Authority requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the assessment and development of improvements to various sections of the Authority’s existing interceptor system; and

WHEREAS, T&M Associates, the Authority’s current Engineer has developed the attached agreement to perform these services and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$100,000; and

WHEREAS, it is in the Authority’s best interests for T&M Associates to provide these services, in accordance with the terms set forth in the attached agreement; and

WHEREAS, the Authority hired T&M Associates to serve as the Consulting Engineer for the fiscal year 2020 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

WHEREAS, prior to hiring T&M Associates as Consulting Engineer, the Authority published a Request for Qualifications (“RFQ”) in its official newspaper on January 10, 2020, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, fourteen (14) responses were received; and

WHEREAS, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 18, 2020 Commissioners’ Meeting.

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 99-2020

Date: December 8, 2020

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE INTERCEPTOR SYSTEM REHABILITATION PROJECT (S340700-19)

1. The Executive Director of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the Interceptor System Rehabilitation Project (S340700-19).
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

SECRETARY

CHAIRMAN

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelاهر | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

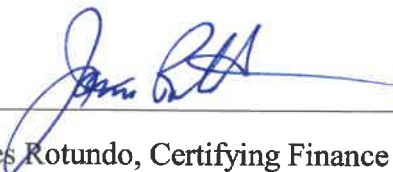
CONTRACT NO.: Consulting Engineer for Interceptor System Rehabilitation Project

VENDOR: T&M Associates

AMOUNT: \$100,000

ACCOUNT NO.: 7000-6620

Date: 12/8/20



James Rotundo, Certifying Finance Officer

PLANNING AND DESIGN
ENGINEERING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between:
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ,
with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ
hereinafter referred to as the “OWNER,”

AND

T&M ASSOCIATES, Consulting and Municipal Engineers, 11 Tindall Road,
Middletown, NJ 07748, hereinafter referred to as the “ENGINEER.”

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with planning and design for the INTERCEPTOR SYSTEM REHABILITATION (Project No. S340700-19), hereinafter referred to as the “PROJECT” in the sewer service area for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

SECTION A – ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required for planning, design, bidding, contract administration and resident inspection during the design, bidding and construction phases of the PROJECT. The ENGINEER agrees to serve as the OWNER’s professional engineering representative in all phases of this project, including, but not limited to, meetings, preliminary and final design, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give consultation and advice to the OWNER during the performance of his services and shall assist

the OWNER in the preparation of applications and supporting documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Planning Services

1.1.1 The ENGINEER shall coordinate with the New Jersey Department of Environmental Protection (NJDEP) and the NJ Infrastructure Trust (Trust) submission of a New Jersey Infrastructure Bank (NJIB) application for funding consideration.

1.1.2 The ENGINEER shall submit an online funding application, which shall include a Project Information form, a Letter of Intent, a Level 1 Environmental Planning Document, and all other applicable supporting documentation, in accordance with funding program guidelines and requirements.

1.1.3 The ENGINEER shall respond to inquiries from the NJDEP and the Trust and address comments as necessary to obtain approval from the NJDEP and the Office of Equal Opportunity in order to obtain project certification and Authorization to Advertise.

1.2 Design Services

1.2.1 The ENGINEER shall coordinate with the OWNER to assess the existing interceptor mains and prioritize areas for further investigation. Logs of areas investigated will be maintained for future reference.

1.2.2 The ENGINEER shall compile all assessment data developed by others, review CCTV video inspections and other digital media to assess the existing interceptor system evaluated in order to identify defects and determine the best option for repair and/or rehabilitation.

1.2.3 Identified defects and their recommended repair or rehabilitation method will be compiled, prioritized and grouped as necessary by the ENGINEER to develop capital improvement contracts. It is anticipated that no more than three (3) separate contracts will be developed as part of this project throughout the multi-year assessment of the OWNER's interceptor system.

1.2.4 The ENGINEER shall prepare construction drawings and specifications for each contract outlining the proposed repairs and/or rehabilitation of the selected section(s) of interceptor sewer. Specifications will include the requisite NJDEP and Office of Equal

Opportunity (OEO) language in accordance with the funding program guidelines.

1.2.5 The ENGINEER will coordinate with adjacent property owners (if any) to facilitate the work during construction and obtain any necessary temporary easements for access during construction.

1.2.6 The ENGINEER shall provide the OWNER with a draft copy of the construction drawings, specifications and cost estimates for review and comment. Final review meetings will be coordinated as each contract is developed, and any comments provided by the NJDEP and the OWNER will be addressed prior to finalizing the documents for bidding purposes.

1.3 This Agreement calls for a total of **458** man-hours to be provided for both planning and design services.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one-month period.

2.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.3 All professional services outlined in Section 1 herein, dealing with the planning and design portion of the work, will be compensated and billed monthly based on hourly rates listed in the approved billing rate schedule as authorized by the OWNER. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. The total estimated budget for all services covered under this agreement is **\$100,000.00**. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate upon issuance of the Authorization to Advertise from the NJDEP.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

3.1 Provide all criteria and full information as to its requirements on the project.

3.2 Assist the ENGINEER by placing at his disposal all available written data

pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.

3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.

3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.

3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER's decision pertaining thereto within a reasonable time from the date of the ENGINEER's request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.

3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.

3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.

3.8 Designate, in writing, the person to act as the OWNER's representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.

3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.

3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others

additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

4.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.

4.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.4 Appearances before courts or boards on matters of litigation related to the project.

4.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to be furnished by the OWNER hereunder.

4.6 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

SECTION 5 – GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

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

OWNER:

ENGINEER:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

T&M ASSOCIATES

Name:
Title:
Date:

Name:
Title:
Date:

ATTEST:

ATTEST:

Name:
Date:

Name:
Date:

T&M ASSOCIATES

DATE 12/1/2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
 INTERCEPTOR SYSTEM REHABILITATION
 PLANNING & DESIGN SERVICES

Manhour Budget

| NO. | TASK | DIV MANGR | CLIENT MANGR | PROJ MNGR | SUPVR ENGR | PRIN ENGR | SR STAFF ENGR | STAFF ENGR | ENGR TECH 5 | ADMIN SUPPORT | TOTAL HOURS |
|-----------------------------|--|-----------|--------------|-----------|------------|-----------|---------------|------------|-------------|---------------|-------------|
| 01 Planning Services | | | | | | | | | | | |
| | Workplan Development / Project Setup | | 2 | 2 | | | | | | | 4 |
| | NJDEP / Trust Coordination | | | 4 | | | | | | | 4 |
| | NJIB Funding Application Submission | | | 4 | | | | 6 | | | 10 |
| | Level 1 Planning Document Submission | | | 8 | | | | | | | 8 |
| | Respond to NJDEP / Trust Comments | | | 8 | | | | 2 | | | 10 |
| | SED / OEO Coordination | | | 6 | | | | | | | 6 |
| | Authorization to Advertise Coordination / Approval | | | 4 | | | | | | | 4 |
| 02 Design Services | | | | | | | | | | | |
| | Interceptor Inspection Coordination with Authority | | | 8 | | | | | | | 8 |
| | Compile Assessment Data | | | 6 | | | | 12 | | | 18 |
| | Review Assessment Data | | | 6 | | | | 12 | | | 18 |
| | Identify Defects | | | 6 | | | | 12 | | | 18 |
| | Develop Repair/Rehab Priorities | | 2 | 6 | | | | 16 | | | 24 |
| | Prepare Design Plans and Layouts | | | 6 | | | | 110 | 24 | | 140 |
| | Specifications | | | 6 | | | | 12 | 8 | 4 | 30 |
| | Construction Cost Estimate | | | 6 | | | | 12 | 8 | | 26 |
| | Easement Coordination | | 2 | 6 | | | | 12 | | | 20 |
| | Draft Bid Documents | | | 6 | | | | 12 | | 2 | 20 |
| | Internal QA/QC Review / Address Comments | 2 | 4 | 6 | | | | 12 | | 2 | 26 |
| | Client Review Meeting | | 4 | 4 | | | | 6 | | | 14 |
| | Finalize Bid Documents | | 4 | 4 | | | | 8 | | 6 | 22 |
| | Coordination with NJDEP | | | 8 | | | | 6 | | | 14 |
| | PM/CM/DM Coordination | 2 | 6 | 6 | | | | | | | 14 |
| TOTAL HOURS | | 4 | 24 | 126 | 0 | 0 | 0 | 250 | 40 | 14 | 458 |

| | | | | | | | | | |
|---------------------|---------|---------|----------|-------|-------|-------|------------------------|-----------------|---------|
| BILLING HOURLY RATE | \$295 | \$295 | \$281 | \$256 | \$233 | \$199 | \$185 | \$172 | \$100 |
| DIRECT LABOR COST | \$1,180 | \$7,080 | \$35,406 | \$0 | \$0 | \$0 | \$46,250 | \$6,880 | \$1,400 |
| | | | | | | | LABOR FEE TOTAL | \$98,196 | |

LABOR FEE

\$98,196

CONTRACTED SERVICES

| COST | MARK UP | |
|------|---------|-----|
| \$0 | 15% | \$0 |
| \$0 | 15% | \$0 |

DIRECT EXPENSES (NO MARKUP)

\$1,804

TOTAL FEE \$100,000

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 100-2020

Date: December 8, 2020

**AUTHORIZATION TO AMEND THE NOT-TO-EXCEED AMOUNT OF A
PROFESSIONAL SERVICES AGREEMENT WITH RSC ARCHITECTS**

WHEREAS, by Resolution No. 88-2020, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to provide architectural services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on October 2, 2020; and

WHEREAS, by Resolution No. 89-2020 (the “Original Resolution”) dated October 20, 2020, the Authority retained RSC Architects (the “Firm”) to provide architectural services to the Authority; and

WHEREAS, the Original Resolution provides for the Firm’s compensation to be capped at \$25,000; and

WHEREAS, the Firm has submitted to the Authority two (2) proposals for architectural services for an addition to the vehicle storage building and interior alterations to the services building; and

WHEREAS, after review of the proposal the Authority finds it to be in the best interest to increase the not to exceed amount to the firm to \$27,825 for the Pre-Design and Schematic Design portions of the proposals; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available to increase the budget for the Firm.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Original Resolution retaining RSC Architects be amended to increase the not to exceed amount to \$27,825 for architectural services related to the pre-design and schematic design of the proposals for an addition to the vehicle storage building and interior alterations to the services building.
2. The Original Resolution, unless expressly modified, shall remain in full force and effect.
3. The Authority shall enter into a Professional Services agreement with the Firm as previously authorized in the Original Resolution for the amended not-to-exceed amount of \$27,825 and the Executive Director is authorized to execute same.
4. In the event that the firm anticipates it will exceed the amount set forth above, it shall seek further authorization from the Authority at such time.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

CONTRACT NO.: Provision of Architectural Services

VENDOR: RSC Architects

AMOUNT: \$27,825

ACCOUNT NO.: 7000-6610

Date: 12/8/20



James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 101-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF EMERSON**

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of municipal services; and

WHEREAS, the State of New Jersey authorizes entering into such agreements for shared services pursuant to NJSA 40A:65-1 et. seq.; and

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Emerson (the “Borough”) had entered into A Shared Services Agreement on January 1, 2019 with a termination date of December 31, 2020 for the services of monthly monitoring of the Borough’s two (2) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year and the semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer jet-vac truck; and

WHEREAS, the Borough has adopted its Resolution No. 206-20 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of two (2) years commencing January 1, 2021 subject to the terms and conditions set forth in said agreement attached hereto.

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Emerson for a duration of two (2) years commencing January 1, 2021 for the services of monthly monitoring of the Borough’s two (2) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year and the semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer jet-vac truck.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 101-2020

Date: December 8, 2020

**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE
BOROUGH OF EMERSON**

2. The Executive Director of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Emerson annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 8, 2020.

CHAIRMAN

SECRETARY

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____ by and among:

The Borough of Emerson, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "Borough", and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, doing business at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, hereinafter referred to as NWBCUA.

WHEREAS, the State of New Jersey encourages local units to enter into agreements for the joint provision of services; and

WHEREAS, the Uniform 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 taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) allows for any local unit to enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Borough and the NWBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NWBCUA would provide to the Borough, the monthly inspections/monitoring of the Boroughs two (2) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, the Borough has adopted a resolution _____ which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and provide repair services.

NOW, THEREFORE, this agreement is entered into by the Borough and the NWBCUA for the purposes of defining and specifying the obligations of the parties and Borough and the NWBCUA hereby agree as follows:

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be January 1, 2021.
3. The NWBCUA shall provide the following services to the Borough of Emerson:
 - A. The NWBCUA shall perform monthly monitoring of Borough's two (2) wastewater pump stations.
 - B. Perform repairs, corrective action and respond to pump station alarms during non-business hours, as directed by the Borough. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.

- C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
 - D. Perform semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer vac truck. Debris harvested from the pump station cleaning will be disposed of at the NWBCUA treatment facility.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Emerson, pursuant to Paragraph 3 above the Borough of Emerson shall pay the NWBCUA four (4) equal installments of \$1,150.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$4,600.00. The rate of compensation paid by the Borough of Emerson to the NWBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2021 \$89.38 per man hour for business hours and \$111.71 per man hour for non-business hours and in 2022 \$90.69 per man hour for business hours and \$112.82 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NWBCUA for each request for services from the Borough.
 5. The NWBCUA shall provide the Borough of Emerson with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by the Borough of Emerson within 45 days of receipt.
 6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Emerson. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
 10. The NWBCUA will provide a certificate of insurance designating Borough of Emerson as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
 11. The Borough of Emerson assumes all liability for, and agrees to indemnify and hold the NWBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Emerson, its agents, servants or employees.

12. The effective date of this Agreement shall be January 1, 2021 and the expiration date shall be December 31, 2022.
13. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

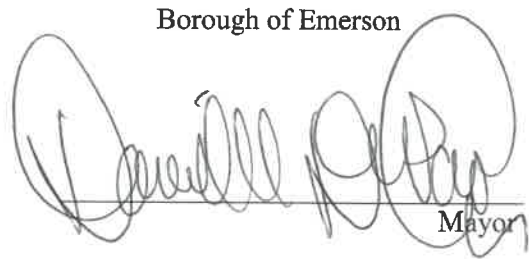
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this month day and year first above written.

ATTEST:


Borough Clerk

Date:

ATTEST:

Borough of Emerson

Mayor

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Secretary

**BOROUGH OF EMERSON
COUNTY OF BERGEN, NEW JERSEY
RESOLUTION**

No: 206-20

**RE: AGREEMENT WITH NORTHWEST BERGEN COUNTY UTILITIES
AUTHORITY FOR INTERLOCAL SERVICE AGREEMENT**

WHEREAS, the Borough of Emerson had previously entered into an interlocal service agreement with the Northwest Bergen County Utilities Authority (NWBCUA) for monthly inspections/monitoring of the Borough's two (2) wastewater pump stations and any and all agreed upon repairs, 24 hours a day, 365 days per year potential response time to call-outs and emergencies, and

WHEREAS, the Superintendent of Public Works and Borough Administrator believe it is in the best interest of the Borough of Emerson to renew this agreement; and

WHEREAS, the duration of this agreement shall be for a period of two (2) years, commencing on December 31, 2022; and

THEREFORE, BE IT RESOLVED, the Borough of Emerson will enter into a new Interlocal Service Agreement with the NWBCUA; and

BE IT FURTHER RESOLVED, that duly signed copies of the agreement will be forwarded to the NWBCUA.

| | | S | A | N | A | A | <p><i>I hereby certify that the above Resolution was duly adopted by the Borough of Emerson at a meeting held on November 24, 2020.</i></p> <p style="text-align: right;"> <i>June Sultich</i> Municipal Clerk </p> |
|----------|-----------------------|---------------------------------|-------------|-------------|-----------------------|----------------------------|--|
| COUNCIL | M O V E D | E C O N D E D | E Y S | A Y S | B S E N T | A B S T I N | |
| Bayley | | X | X | | | | <p><i>Attest:</i></p> |
| McGuire | | | X | | | | |
| Dinallo | | | X | | | | |
| Hoffman | X | | X | | | | |
| Gordon | | | X | | | | |
| Argenzia | | | X | | | | |