

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, January, 9, 2018 immediately following the Work Session and Public Hearing at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey. Formal action will be taken.

January 5, 2018

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **REGULAR MEETING**

**January 9, 2018**

1. Meeting called to Order.
2. Chairman's statement in accordance with C. 231, PL 1975.
3. Roll Call.
4. Salute to the Flag.
5. Chairman's Remarks.
6. Appointment of Nominating Committee
7. Approval of Minutes – Regular Meeting – December 12, 2017  
Special Meeting – December 12, 2017
8. Public Comments (any subject).
9. Consideration for approval list of Resolutions attached dated January 9, 2018.
10. 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
11. Report of Treasurer.
12. Report of Counsel.
13. Report of Engineer.
14. Report of Executive Director
15. Report of Superintendent
16. Old Business
17. New Business
18. Public Comments (on subjects 5 through 17).
19. Adjournment.

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

LIST OF RESOLUTIONS  
REGULAR MEETING  
January 9, 2018

## **RESOLUTIONS**

- |         |   |
|---------|---|
| 02-2018 | Approval of Vouchers, Payroll and Tax Deposits  |
| 03-2018 | Appointment of Public Agency Compliance Officer   |
| 04-2018 | Approval of Change Order No. 1 – Contract No. 274 – Plant Security Improvements                       |
| 05-2018 | Authorization to Enter into an Agreement with the County of Bergen, Department of Health Services     |
| 06-2018 | Resolution Amending an Agreement with Chavond Barry Engineering Corp. to Provide Engineering Services |
| 07-2018 | Authorization to Enter into a Shared Services Agreement with the Borough of Saddle River              |

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 02-2018**

**Date: January 9, 2018**

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**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 December 2017 and Health Benefits and Dental Benefits transfers for January 2018; 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 listing 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 January 9, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$202,385.69

ACCOUNT: Tax Deposit Account  
Total: \$91,345.33

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$99,074.73

ACCOUNT: Health Benefits Contribution Employee  
Total: \$18,703.09

ACCOUNT: Dental Benefits  
Total Transfer: \$4,326.92

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 02-2018**

**Date: January 9, 2018**

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

ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$

ACCOUNT: Defined Contribution Retirement Program – Employer  
Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee  
Total Transfer: \$22.92

ACCOUNT: Operating Account  
Total: \$335,020.46

ACCOUNT: General Improvement Account  
Total: \$285,467.40

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**SECRETARY**

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**VICE-CHAIRMAN**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 04-2018**

**Date: January 9, 2018**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”), through the provisions of NJSA 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

**WHEREAS**, the Authority and the County of Bergen, Department of Health Services, (the “BCDHS”) had entered into a Professional Agreement for the duration of January 1, 2016 to December 31, 2017 for the BCDHS to provide the above mentioned services; and

**WHEREAS**, the Authority desires to appoint and retain the BCDHS as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority; and

**WHEREAS**, the Authority desires to enter into a new Professional Agreement with the BCDHS for these services for a period of two years commencing January 1, 2018 and terminating December 31, 2019 at a rate of \$18.00 per employee per year.

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that the Authority is hereby authorized to enter into an agreement appointing and retaining the County of Bergen, Department of Health Services as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority for the fee as set forth above for the duration of January 1, 2018 to December 31, 2019; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 04-2018**

**Date: January 9, 2018**

---

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

**FURTHER RESOLVED**, that the Executive Director of this Authority is hereby authorized to sign such contract.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on January 9, 2018.

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Vice-Chairman

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Secretary

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 04-2018**

**Date: January 9, 2018**

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF  
BERGEN, DEPARTMENT OF HEALTH SERVICES**



2018-2019

BERGEN COUNTY DEPARTMENT  
OF HEALTH SERVICES  
AGREEMENT FOR BLOODBORNE  
PATHOGEN PROGRAM  
FOR THE  
NORTHWEST BC UTILITIES  
AUTHORITY (NBCUA)

**2018-2019**  
**BLOODBORNE PATHOGEN PROGRAM PROFESSIONAL AGREEMENT**  
**BETWEEN THE**  
**NORTHWEST BC UTILITIES AUTHORITY (NBCUA)**  
**AND**  
**COUNTY OF BERGEN**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Northwest BC Utilities Authority (NBCUA) which has offices located at 30 Wyckoff Ave, Waldwick, County of Bergen State of New Jersey (hereinafter referred to as the "Government Entity").

**WHEREAS**, the Government Entity, through the provisions of N.J.S.A. 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

**WHEREAS**, Bergen County Resolution # 868-17 as adopted by the Bergen County Board of Chosen Freeholders, dated September 19, 2017 authorizes the County Executive to Enter into an agreement with the Northwest BC Utilities Authority (NBCUA); and

**WHEREAS**, the BCDHS is experienced in the provision of Bloodborne Pathogen Compliance Programs;

**NOW, THEREFORE, IT IS AGREED** by and between the Government Entity and the BCDHS as follows:

**I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Government Entity.

**II. TERM.** The term of this Agreement shall commence on January 1, 2018 and shall continue in accordance with the terms and conditions of this Agreement, terminating on December 31, 2019.

**III. TERMINATION OF AGREEMENT.**

A. The BCDHS may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the GOVERNMENT ENTITY.

- B. The Government Entity may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.
- C. The BCDHS may terminate this Agreement, at any time during the term thereof, if the Government Entity contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. This Agreement is an all-inclusive bloodborne package and the Government Entity cannot selectively remove services and claim a deduction for training with another independent contractor.
- IV. NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- V. BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
- VI. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the GOVERNMENT ENTITY and the BCDHS.
- VII. ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Government Entity.

- X. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Government Entity.
- XII. INSURANCE.** Except as elsewhere provided herein, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Government Entity:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
  - B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
  - C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles; and
  - D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.

Failure by the BCDHS to supply such written evidence shall result in default;

The insurance companies for the above coverage must be licensed, solvent, and acceptable to the Government Entity. BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Government Entity approval. Maintenance of insurance under this section shall not relieve BCDHS of any liability greater than the insurance coverage.

- XIII. INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Government Entity. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.
- XIV. INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Government Entity from any and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Government Entity, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Government Entity, and the BCDHS shall hold the Government Entity harmless from same;

The Government Entity, shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the Government Entity, its employees and agents, in connection with all activities undertaken by the Government Entity pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or omission of the Government Entity, shall not be the responsibility of the BCDHS, and the Government Entity shall hold the BCDHS harmless from same;

**XVI. OWNERSHIP OF RECORDS.**

- A. All records and data of any kind relating to the Government Entity shall belong to the Government Entity, and shall be surrendered to the Government Entity upon expiration of the term covered by this Agreement or other termination of this Agreement;
- B. BCDHS will maintain training records for periodic electronic transfer to Government Entity. The Government Entity will then maintain the electronically transferred training records for three (3) years from the training date as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard.
- C. Information released to the BCDHS by the Government Entity for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

**XVII. NOTICE.** Notice under this Agreement shall be sent to:

County of Bergen, Department of Health Services  
One Bergen County Plaza, 4<sup>th</sup> floor  
Hackensack, NJ 07652  
and  
Northwest BC Utilities Authority (NBCUA)  
30 Wyckoff Ave  
Waldwick, NJ 07463

**XVIII. SERVICES.**

The BCDHS agrees to provide the following services:

- A. Identify and provide a Bloodborne Pathogen Compliance Coordinator to serve as the primary contact to the Government Entity for program oversight.
- B. Provide and conduct Bloodborne Pathogen Training to all employees at risk for occupational exposure to bloodborne pathogens. These trainings will occur through the BCDHS online program and supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ.

- C. Assure the online training course and supplemental live trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
- D. Provide the electronic record keeping for the Government Entity and periodically forward updated rosters to the Government Entity's bloodborne pathogen contact person. This electronic record will list trained employees, those still in need of training and the Hepatitis B Vaccine status of each participant.
- E. Administer the Hepatitis B Vaccine and, if indicated, provide post vaccine antibody titer-test follow up. Clinic site and schedule to be determined by the BCDHS. Training must be completed prior to vaccination.
- F. Provide Exposure Control Plan development and updating for each Government Entity.
- G. Provide guidance and resources as needed to assist the Government Entity in overall program implementation including best work practices, personal protective equipment and engineering controls.
- H. Provide post exposure support, guidance, and counseling.
- I. Conduct site visits upon request by Government Entity to assure compliance with the NJ PEOSH Standard.

The Government Entity agrees to comply with the following:

- A. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contract for the BCDHS.
- B. Provide follow up of employees in need of training or in need of Hepatitis B Vaccine scheduling as per roster generated by the BCDHS.
- C. Maintain the electronic records for Bloodborne Pathogen training and Hepatitis B vaccination forwarded by the BCDHS according to the NJ PEOSH Standard.

**XIX. COMPENSATION. (Two Elements)**

- A. The BCDHS shall provide an all-inclusive bloodborne package:
  1. Annual online training access for all designated at-risk employees
  2. Supplemental classroom trainings at One Bergen County Plaza
  3. The electronic record-keeping for the Government Entity
  4. Monitoring and follow up for NJ PEOSH compliance
  5. Hepatitis B vaccination administration
  6. Hepatitis B post-vaccine antibody testing follow up if applicable
  7. Exposure Control Plan development and updates
  8. Post-exposure guidance and counseling.
- B. The Government Entity shall pay \$18.00 per each trained employee for these above mentioned ALL-INCLUSIVE Bloodborne Pathogen services.

The Government Entity shall pay the BCDHS \$64.00 per dose of Hepatitis B Vaccine, the at-cost vaccine price, administered by BCDHS. The three (3) dose series cost per participant will be \$192.00. The Government Entity will be responsible for payment of lab fees if titer-testing is indicated.

The BCDHS shall invoice the Government Entity for trainings and vaccinations according to the following schedule:

- i. Bloodborne Pathogen vaccinations and training rendered January 1, 2018 - May 31, 2018 will be invoiced June of 2018 with payment due by July 1, 2018.
- ii. Bloodborne Pathogen vaccinations and training rendered June 1, 2018 - October 31, 2018 will be invoiced in November of 2018 with payment due by December 1, 2018.
- iii. Bloodborne Pathogen vaccinations and training rendered November 1, 2018 - December 31, 2018 will be invoiced in January of 2019 with payment due by February 1, 2019.
- iv. Bloodborne Pathogen vaccinations and training rendered January 1, 2019 - May 31, 2019 will be invoiced June of 2019 with payment due by July 1, 2019.
- v. Bloodborne Pathogen vaccinations and training rendered June 1, 2019 - October 31, 2019 will be invoiced in November of 2019 with payment due by December 1, 2019.
- vi. Bloodborne Pathogen vaccinations and training rendered November 1, 2019 - December 31, 2019 will be invoiced in January of 2020 with payment due by February 1, 2020.

All invoicing is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

**XX. SPECIAL SERVICES RELATING TO COMPENSATION.** The compensation or service fee set forth in Section XIX of this Agreement includes the following special provisions:

- A. All educational, administrative and support staff necessary to fulfill the duties and responsibilities of BCDHS outlined in this Agreement;
- B. All software and hardware supplied by the BCDHS used to manage the Government Entity's program are understood as being and shall remain the property of the BCDHS. All data and records pertaining to the Government Entity activities of the Government Entity shall however be the property of the Government Entity. A complete and current copy of all such data and records shall be supplied upon the request of the Government Entity.

**XXI. BCDHS REPRESENTATIVE.** BCDHS's designated representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification to the Government Entity.

**IN WITNESS WHEREOF**, the parties herto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose





**NORTHWEST BC UTILITIES AUTHORITY (NBCUA)**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose

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**SIGNATURES BELOW:**

**PLEASE PLACE GOVERNMENT ENTITY SEAL OVER ATTESTING SIGNATURE**

**ATTESTING SIGNATURE:**

**AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

**AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**James J. Tedesco III County Executive or  
Julien X. Neals, Acting County Administrator**

Date: \_\_\_\_\_

Date: \_\_\_\_\_