

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

PLEASE TAKE NOTICE the Northwest Bergen County Utilities Authority does hereby notify the public that the Work Session and the Regular Meeting scheduled for Tuesday, September 20, 2022 at 7:00 p.m. will be held at the Authority's offices located at 30 Wyckoff Avenue, Waldwick, New Jersey. Formal action will be taken. The agendas will be placed on the Authority website, nbcua.com, at least 48 hours prior to the meeting.

Alison Gordon, Secretary
Northwest Bergen County
Utilities Authority

September 16, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING September 20, 2022

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Swearing in of Commissioners
 - a. Stephen LoIacono
5. Chairman's Remarks
6. Approval of Minutes
 - a. Regular Meeting – July 19, 2022
7. Public Comments (any subject)
8. Consideration for approval of list of Resolutions attached dated September 20, 2022
9. 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
10. Report of Treasurer
11. Report of General Counsel
12. Report of Consulting Engineer
13. Report of Executive Director
14. Report of Authority Engineer
15. Report of Superintendent
16. Old Business
17. New Business
18. Public Comments (on subjects 4 through 17)
19. Adjournment

September 16, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTIONS

September 20, 2022

CONSENT AGENDA

- 85-2022 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 86-2022 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
- 87-2022 Authorization to Award Contract for the Furnishing and Delivery of Magnesium Hydroxide Slurry
- 88-2022 Authorization to Renew a Shared Services Agreement with the Borough of Dumont
- 89-2022 Authorization to Renew a Shared Services Agreement with the Borough of Midland Park
- 90-2022 Resolution Authorizing the Northwest Bergen County Utilities Authority to Approve a Sewer Connection Application with LMF HHK Urban Renewal, LLC for 619 North Maple Avenue, Ho-Ho-Kus, New Jersey Sewer Connection
- 91-2022 Resolution to Engage the Services of CME Associates to Provide the Engineering Professional Services Required for the Planning and Design of the Sludge Cake Receiving Facility at the Wastewater Treatment Plant (S340700-20)
- 92-2022 Authorization to Increase the Not-to-Exceed Cost of the Professional Services Agreement with Chavond Barry Engineering Corp. for the provision of Consulting Engineer for General Incinerator Advice for 2022

September 16, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2022

Date: September 20, 2022

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 July and August 2022 and Health Benefits and Dental Benefits transfers for August and September 2022; 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 August 12, 2022 and September 20, 2022 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account – July
Net Payroll: \$219,924.26

ACCOUNT: Payroll Account – August
Net Payroll: \$201,555.15

ACCOUNT: Tax Deposit Account – July
Total: \$93,966.57

ACCOUNT: Tax Deposit Account – August
Total: \$82,974.91

ACCOUNT: Health Benefits Contribution Employer – August
Total Transfer: \$118,197.17

ACCOUNT: Health Benefits Contribution Employer – September
Total Transfer: \$118,221.72

ACCOUNT: Health Benefits Contribution Employee – August
Total: \$4,462.02

ACCOUNT: Health Benefits Contribution Employee – September
Total: \$4,437.47

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2022

Date: September 20, 2022

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

ACCOUNT: Dental Benefits – August
Total Transfer: \$3,951.99

ACCOUNT: Dental Benefits – September
Total Transfer: \$3,951.99

ACCOUNT: PERS and Contributory Insurance – July
Total Transfer: \$32,241.89

ACCOUNT: PERS and Contributory Insurance – August
Total Transfer: \$31,124.96

ACCOUNT: 1st Quarter 2022 PERS Retro
Total Transfer: \$998.76

ACCOUNT: Operating Account - July
Total: \$522,040.10

ACCOUNT: Operating Account – August
Total: \$446,242.14

ACCOUNT: General Improvement Account – July
Total: \$208,448.67

ACCOUNT: General Improvement Account – August
Total: \$72,336.50

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 86-2022

Date: September 20, 2022

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

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 received a proposed contract from Valley Medical Group of Paramus, 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 (CDL) as well as other Authority employees and/or job applicants of the Authority; and

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

WHEREAS, the services to be performed by Valley Medical Group 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 testing program in place and enforced at the Authority, and for Valley Medical Group of Paramus to be retained in this regard effective July 1, 2022 to July 1, 2024.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 86-2022

Date: September 20, 2022

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 Health Medical Group of Paramus for two (2) years commencing July 1, 2022 regarding the coordination and conduct of alcohol and drug testing services at the Authority covering, among others, holders of Commercial Drivers Licenses as well as other Authority employees and/or job applicants of the Authority.

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 September 20, 2022.

CHAIRMAN

SECRETARY

Recorded Vote:

	Bonagura	Jordan	Kelaher	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between **Valley Medical Group** (VMG) ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at 15 Essex Road, Ste 506, Paramus, NJ 07652 and **NW BERGEN UTILITIES AUTHORITY (NON DOT)**, ("AUTHORITY"), having its address at **30 Wyckoff Avenue, Waldwick, New Jersey 07463** on this date of **July 1, 2022** 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 AUTHORITY 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.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the AUTHORITY. 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 AUTHORITY.

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 AUTHORITY, its agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory authority 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 AUTHORITY, at location(s) of AUTHORITY's choosing, and at reasonable expense to AUTHORITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for AUTHORITY, except records containing confidential medical information, within two business days of notification by AUTHORITY of such request.

Reporting of results to AUTHORITY 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.

AUTHORITY RESPONSIBILITIES

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

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

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

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

AUTHORITY 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 AUTHORITY officials with a business need for the information only.

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

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

AUTHORITY 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

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

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to AUTHORITY 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 AUTHORITY in writing sixty (60) days in advance of a price change. If AUTHORITY 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 AUTHORITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of AUTHORITY 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 24 months commencing on **July 1, 2022, and terminating on July 1, 2022**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, unless terminated sooner by either party herein. 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 AUTHORITY 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 AUTHORITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the AUTHORITY under the AUTHORITY'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 AUTHORITY 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 AUTHORITY, acts, rules or regulations or orders of any governmental authority 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

AUTHORITY 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 AUTHORITY, 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 AUTHORITY or AUTHORITY's employees, agents, or related personnel. AUTHORITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including AUTHORITY's tested individuals) resulting from any willful or negligent act or omission on the part of AUTHORITY or AUTHORITY's representatives.

PROVIDER shall indemnify, defend and hold harmless AUTHORITY, AUTHORITY'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 AUTHORITY 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 AUTHORITY. 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 AUTHORITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. AUTHORITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, AUTHORITY 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 AUTHORITY 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 AUTHORITY agrees to immediately report to the PROVIDER if: (1) the AUTHORITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the AUTHORITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the AUTHORITY, or its employees; or (3) the AUTHORITY, 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 VMG:

Robert Angner
Executive Director, Business & Development

With a copy to:

Robin Goldfisher,
VP, Legal Affairs

If to AUTHORITY :

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. **AUTHORITY INSURANCE:** AUTHORITY 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 AUTHORITY 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 AUTHORITY, 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. AUTHORITY 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: VMG

AUTHORITY: NW BERGEN UTIL AUTHORITY –
NON DOT

By: 

By: _____

Title: Director, OHS

Title: _____

Date: May 4, 2022

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.

AUTHORITY agrees to pay PROVIDER \$ 65.00 per Non-DOT drug test

AUTHORITY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

AUTHORITY agrees to pay PROVIDER \$ 55.00 per alcohol test (BAT)

AUTHORITY agrees to pay PROVIDER \$ 160.00 per Split Sample test

AUTHORITY agrees to pay PROVIDER \$ 180.00 per Post Accident On- Site service

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, 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.**

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 87-2022

Date: September 20, 2022

AUTHORIZATION TO AWARD CONTRACT FOR THE FURNISHING AND DELIVERY OF MAGNESIUM HYDROXIDE SLURRY

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 advertised on August 15, 2022 for the furnishing and delivery of magnesium hydroxide slurry for a period of two (2) years; and

WHEREAS, on September 9, 2022 the date specified for the public opening and reading of the bids for the magnesium hydroxide slurry contract, one (1) bid was received; and

WHEREAS, Premier Magnesia LLC ("Premier") submitted a bid price of \$0.492 per pound for the furnishing and delivery of magnesium hydroxide slurry; and

WHEREAS, the Authority's General Counsel has reviewed the bid of Premier and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, the Authority's technical advisor has reviewed the bid of Premier and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Premier; and

WHEREAS, it has been certified by the Authority's Certifying Financial Officer that there are funds available for the award of this contract to Premier; and

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

1. The bid of Premier Magnesia, LLC for the price of \$0.492 per pound for the furnishing and delivery of magnesium hydroxide slurry for a period of two (2) years commencing September 21, 2022, be and is hereby accepted.

2. In all respects relating to the performance of the magnesium hydroxide slurry Contract hereby awarded, Premier is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti- discrimination and/or equal opportunity in public contracts.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 87-2022

Date: September 20, 2022

AUTHORIZATION TO AWARD CONTRACT FOR THE FURNISHING AND DELIVERY OF MAGNESIUM HYDROXIDE SLURRY

3. The Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Premier.

4. Notice of the contract award shall be advertised in accordance with applicable law.

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 September 20, 2022.

Michael Kasparian, Chairman

Alison Gordon, Secretary

Recorded Vote:

	Bonagura	Jordan	Kelاهر	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

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: **Magnesium Hydroxide Slurry 2022-2024**

VENDOR: **Premier Magnesia, LLC**

AMOUNT: **0.492 per pound**

ACCOUNT NO.: **4000/6140**

Date: September 20, 2022

Robert Laux, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2022

Date: September 20, 2022

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

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 Dumont (the “Borough”) had previously entered into a Shared Services Agreement with a commencement date of September 1, 2020 and a termination date of August 31, 2022 for the services of monthly monitoring of the Borough’s five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year; and

WHEREAS, the Borough has adopted its Resolution No. 195 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 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 Dumont for a duration of two (2) years for the services of monthly monitoring of the Borough’s five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year.
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Dumont annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2022

Date: September 20, 2022

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

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 September 20, 2022.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelاهر	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 20th day of July 2022 by and among:

The Borough of Dumont, 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 five (5) 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 (195) which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and any agreed upon miscellaneous services.

NOW, THEREFORE, this agreement is entered into by the Borough and the NWBCUA for the purpose 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 September 1, 2022.
3. The NWBCUA shall provide the following services to the Borough of Dumont:
 - A. The NWBCUA shall perform monthly monitoring of Borough's five (5) wastewater pump station.

- B. Perform repairs, corrective action and respond to pump station alarms during 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.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Dumont, pursuant to Paragraph 3 above the Borough of Dumont shall pay the NWBCUA four (4) equal installments of \$1,400.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$5,600.00.

The rate of compensation paid by the Borough of Dumont to the NWBCUA for repairs, corrective actions and other requested activities are listed below:

Third Party Contractors for repairs and/or spare parts	\$ Direct Cost
2022 Non- Business hrs – emergency responses (per man)	\$ 112.82/hr
2023 Non- Business hrs – emergency responses (per man)	\$ 116.20/hr
2024 Non- Business hrs – emergency responses (per man)	\$ 119.69/hr
2022 Business hours emergency/non-basic repair	\$ 90.69/hr
2023 Business hours emergency/non-basic repair	\$ 93.41/hr
2024 Business hours emergency/non-basic repair	\$ 96.21/hr
Vac-out storm water catch basins/manholes (per man)	\$ TBD
Manhole Inspection Program (upon request)	\$ TBD

A minimum of two (2) hours shall be billed by NBCUA for each request for services from Dumont.

- 5. The NWBCUA shall provide the Borough of Dumont with an invoice reflecting all time and work provided by its staff for repairs and response service during the invoiced period. Said invoices shall be paid by the Borough of Dumont within 45 days of receipt.
- 6. The parties agree to be bound by this Agreement for a minimum of twenty-four (24) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least six (6) 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

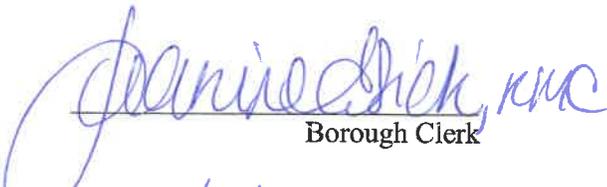
Public Works Department for the Borough of Dumont. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions, and responses to pump station alarms.

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 station.
10. The NWBCUA will provide a certificate of insurance designating Borough of Dumont 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 Dumont 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 Dumont, its agents, servants or employees.
12. The effective date of this Agreement shall be September 1, 2022, and the expiration date shall be August 31, 2024, unless the Agreement is terminated pursuant to paragraph 6 above.
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 of Dumont


Borough Clerk
Date: 7/20/2022


Mayor

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Alison Gordon, Secretary

Michael Kasparian, Chairman

Date:



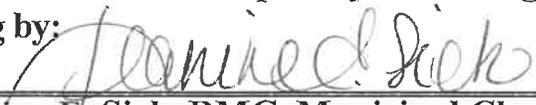
2022
BOROUGH OF DUMONT
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
GORMAN	✓			
HARVILLA	✓			
ROSSILLO	✓			
RUSSELL	✓			
STEWART		✓		
WRIGHTINGTON	✓			
MAYOR LaBRUNO				
TOTALS	5	1		

Resolution No. 195
Date: July 20, 2022
Page: 1 of 2
Subject: Northwest Bergen County Utilities Authority
Purpose: Authorization of Execution of Shared Service Agreement
Dollar Amount: _____
Prepared By: Jeanine E. Siek, RMC

Offered by: Rossillo
Seconded by: Gorman

Certified as a true copy of a Resolution adopted by the Borough of Dumont on above date at a Regular Meeting by:



Jeanine E. Siek, RMC, Municipal Clerk
Borough of Dumont, Bergen County, New Jersey

**SHARED SERVICE AGREEMENT WITH NORTHWEST
BERGEN COUNTY UTILITIES AUTHORITY**

WHEREAS, the Borough of Dumont seeks to enter into an agreement for monthly monitoring/inspection of the five pump stations within the Borough; and

WHEREAS, the Borough of Dumont has reviewed a proposal by the Northwest Bergen County Utilities Authority (NWBCUA), a duly authorized regional utility authority pursuant to the Uniform Shared Services and Consolidation Act N.J.S.A. 40:14B-1, et seq., which promotes the reduction of local expenses funded by property taxpayers; and

WHEREAS, the NWBCUA is offering to execute a contract to perform such services at the rate of \$5,600.00 per year for a period of two years, commencing September 1, 2022 with four (4)

equal installments of \$1,400.00 by March 1st, June 1st, September 1st and December 1st; and

WHEREAS, the (NWBCUA) shall perform any and all agreed upon repairs 24 hours a day and 365 days per year, if needed, at an additional cost; and

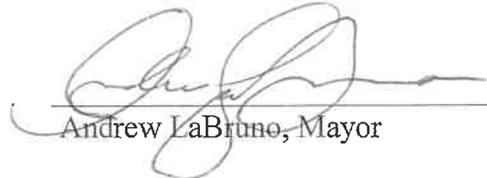
WHEREAS, the Governing Body now seeks to authorize entry into a Shared Services Agreement with said NWBCUA to provide such services at the aforesaid rate and any other services which would be beneficial to the Borough; and

WHEREAS, the Chief Financial Officer has determined sufficient funds are available in the Operating Account, or such other account as shall be determined, in an amount adequate to compensate NWBCUA as determined by the Superintendent of Public Works and Public Works committee and to be authorized by resolution ratifying the said Shared Services agreement and setting the total value prior to performance of services or payment of fees;

BE IT RESOLVED, by the Governing Body of the Borough of Dumont, County of Bergen, State of New Jersey that the Mayor be and is hereby authorized to execute a Shared Services agreement with NWBCUA services for a term not to exceed two (2) years in a form acceptable to and approved by the Borough Attorney, and to transmit same to counsel for NWBCUA for review and ratification by that Authority; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be transmitted to the CFO, Finance, Executive Director of NWBCUA, the County Executive, and the Bergen County Board of Chosen Freeholders, upon adoption and execution hereof.

BOROUGH OF DUMONT


Andrew LaBruno, Mayor

I hereby certify that funds for this agreement are available in Sanitary Sewer Other Expense;
Acc't #2-01-26-290-294



Issa Abbasi, CFO

Date: July 20, 2022

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2022

Date: September 20, 2022

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

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 Midland Park (the “Borough”) had entered into an Shared Services Agreement on October 11, 2021 for a duration of one (1) year with a termination date of October 10, 2022 for the Authority to act as the New Jersey Licensed Operator for the Borough; and

WHEREAS, the Borough has adopted its Resolution No. 06-2022 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 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:

1. The Authority shall enter into a Shared Services Agreement with the Borough of Midland Park for a duration of one (1) year to act as the New Jersey Licensed Sewer Operator for the Borough.
2. The Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Midland Park annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2022

Date: September 20, 2022

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

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 September 20, 2022.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelاهر	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this _____ day of _____, 2022, by and among:

THE BOROUGH OF MIDLAND PARK, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as “Midland Park” 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, the Borough of Midland Park 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 Midland Park the services of a licensed sewer operator, and

WHEREAS, Midland Park has adopted Resolution #~~06-202~~ which authorizes Midland Park to enter into an agreement with the NBCUA, for the services of a licensed sewer operator as requested.

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

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both the Borough of Midland Park and the NBCUA shall adopt the appropriate Resolutions, which will formally authorize the entering into of this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date and will supersede any previously agreed upon agreement between the Borough of Midland Park and NBCUA for the services of a licensed sewer operator. The commencement date shall be October 11, 2022.
3. The NBCUA shall provide the following services to the Borough of Midland Park:

A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for the Borough of Midland Park.

4. In consideration for the services to be rendered by the NBCUA to Midland Park, pursuant to Paragraph 3 above, the Borough of Midland Park shall pay the NBCUA four (4) equal installments of \$800.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$3,200.00

5. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.

6. Each party to this Agreement represents to the other party thereto that the Officials executing this Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.

7. 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 Manager of the Borough's Public Works Department, for Midland Park. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or Midland Park, as applicable.

8. The NBCUA will provide a certificate of insurance designating Midland Park as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.

9. Midland Park 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 Midland Park, its agents, servants or employees.

10. The effective date of this Agreement shall be October 11, 2022, and the expiration shall be October 10, 2023, unless the agreement is terminated pursuant to paragraph 5 above.

11. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

12. 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 OF MIDLAND PARK

Wendy Martin
Wendy Martin, Administrator/Clerk

By: Harry Shortway Jr.
Harry Shortway, Jr., Mayor

Date: 8/23/2022

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____
CHAIRMAN

Date: _____

**BOROUGH OF MIDLAND PARK
RESOLUTION #006-2022
JANUARY 6, 2022
REORGANIZATION**

**APPOINTMENTS FOR BOROUGH PROFESSIONAL SERVICES
FOR 2022 - NON PAY TO PLAY**

WHEREAS, a need exists for professional services for the Borough of Midland Park for the calendar year 2022 and

WHEREAS, funds are available for such services and have been properly appropriated in the temporary Local Municipal Budget; and

WHEREAS, N.J.S.A. 40A:11-1, (Local Public Contracts Law) allows municipalities to contract for such professional services without the drawing of specifications for the receipt of competitive bids,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Midland Park that the following appointments for professional services for the year 2022 be and are hereby approved.

The appointment of the following professionals is hereby authorized and directed:

Stephen Puntasecca -	Municipal Risk Manager
N.W.B.C.U.A. -	Licensed Sewer Operator Services
Steve Rogut, Esq. -	Bond Counsel
(Rogut McCarthy Troy LLC)	
Northwest Regional -	Health Services (Board of Health)
Health Commission	
BBG -	Borough Appraiser
The Canning Group LLC -	Qualified Purchasing Agent

BE IT FURTHER RESOLVED, by the Council of the Borough of Midland Park that aforementioned appointments for professional services be published in accordance with the Local Public Contracts Law.

Wendy Martin
Wendy Martin, Borough Clerk

Harry Shortway Jr.
Harry Shortway Jr., Mayor

Member	Motion	Second	Aye	Nay	Abstain	Absent
DeBlasio			✓			
Damiano			✓			
Iannone			✓			
Kruis			✓			
DeLuca		✓	✓			
Peet	✓		✓			

I hereby certify that this is a true copy of the resolution passed and adopted on first reading by the Borough Council of the Borough of Midland Park at a meeting held on January 6, 2022.

Wendy Martin
Wendy Martin, R.M.C.
Borough Clerk

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2022

Date: September 20, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LMF HHK URBAN RENEWAL LLC
FOR THE 619 NORTH MAPLE AVENUE, HO-HO-KUS, NEW JERSEY
SEWER CONNECTION**

WHEREAS, the Northwest Bergen County Utilities Authority (the “NBCUA”) has previously determined the need for and facilitated the construction of sanitary sewer lines within the Borough of Ho-Ho-Kus (the “Borough”); and

WHEREAS, the NBCUA has previously resolved to construct sanitary sewer lines to assist in the collection and disposal of sanitary and other waste waters arising within the boundaries of the Borough of Ho-Ho-Kus; and

WHEREAS, the NBCUA has received a Sewer Connection Application from LMF HHK Urban Renewal LLC regarding 619 North Maple Avenue (a mixed-use building) who is desirous of collaborating with the Borough of Ho-Ho-Kus for the connection to an existing Borough of Ho-Ho-Kus sanitary sewer located at the Barnett Place right-of-way. The proposed connection/extension is designed to provide sanitary sewer service to a proposed mixed-use building. The proposed development consists of twenty (20) one (1) bedroom units, forty-five (45) two (2) bedroom units and two (2) three (3) bedroom units for a total of sixty-seven (67) residential units and 3600 square feet of retail space. The site is presently occupied by two (2) office/store buildings which will be demolished. The sewer connection will connect to an existing Borough of Ho-Ho-Kus sanitary sewer located in the Barnett Place right-of-way. The proposed connection will involve constructing approximately 429 linear feet of 6-inch PVC lateral, one (1) manhole, and appurtenances to collect and dispose of sanitary and other wastewater arising within the boundaries of 619 North Maple Avenue of the Borough of Ho-Ho-Kus and to be received and serviced by the NBCUA. The application for this connection/extension projects an average daily increase in flow of 7,932 gallons per day (GPD). Based on this projection, sixty-seven (67) additional residential equivalent dwelling unit (“EDU”) will become tributary to the Authority from Ho-Ho-Kus, but non-residential EDUs will decrease by thirty-four (34) EDUs (“Project”); and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2022

Date: September 20, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LMF HHK URBAN RENEWAL LLC
FOR THE 619 NORTH MAPLE AVENUE, HO-HO-KUS, NEW JERSEY
SEWER CONNECTION**

WHEREAS, the NBCUA Technical Advisor, Samuel N. Brewer submitted a memorandum on September 8, 2022, to the Interim Executive Director and NBCUA's General Counsel indicating that the Authority currently has sufficient capacity to accept the additional flow from this Project and recommended the approval of the Sewer Connection Application by the Authority;

NOW THEREFORE BE IT RESOLVED, that the NBCUA Chairman, Interim Executive Director, Superintendent and the NBCUA's General Counsel are authorized to prepare any and all documentation in order to facilitate the sewer connection to service 619 North Maple Avenue with the Borough of Ho-Ho-Kus and to report back to the NBCUA Commissioners on the status of same; and the NBCUA shall be responsible for ensuring the intended construction of sanitary sewer lines shall comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 *et. seq.*, and all other provisions of the revised statutes of the State of New Jersey.

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

1. The Authority hereby authorizes the approval of the Sewer Connection Application submitted by LMF HHK Urban Renewal LLC, subject to the following Authority requirements;
2. Construction in conformance with all applicable requirements of the Borough of Ho-Ho-Kus, where applicable.
3. Inspection and approval of the installation of sewers, appurtenances by the Borough of Ho-Ho-Kus, where applicable.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2022

Date: September 20, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LMF HHK URBAN RENEWAL LLC
FOR THE 619 NORTH MAPLE AVENUE, HO-HO-KUS, NEW JERSEY
SEWER CONNECTION**

4. Observation and approval by the Authority of infiltration/exfiltration testing, with the Authority to receive two (2) days advanced notice prior to the testing of all newly constructed sewers.
5. Reimbursement to the Authority by the applicant for all engineering expenses incurred by the Authority for inspection and final testing of the sewers and appurtenances.
6. Payment to the Authority by the applicant for all Authority application fees, legal fees, and other application, administrative, technical, and other review expenses relating to the project.
7. Any manhole constructed or modified by reason of this project must be fitted with sewer guards.
8. Water conserving plumbing fixtures shall be installed in the building serviced by this connection.
9. Notification of the Authority when sanitary sewer construction commences.
10. Submission to the Authority for its approval, NJDEP form WQM-005, "Certification for Approval by Local Agency," when the construction of this connection is completed.
11. The Chairman, or his designee, be and hereby is authorized to execute any such documents in connection the Sewer Connection Application.
12. The Northwest Bergen County Utilities Authority shall be responsible for ensuring that all the construction of sanitary sewer lines comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 et. seq., and all other provisions of the revised statutes of the State of New Jersey.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2022

Date: September 20, 2022

**RESOLUTION AUTHORIZING
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
TO APPROVE A SEWER CONNECTION APPLICATION
WITH LMF HHK URBAN RENEWAL LLC
FOR THE 619 NORTH MAPLE AVENUE, HO-HO-KUS, NEW JERSEY
SEWER CONNECTION**

IT IS HEREBY CERTIFIED 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 September 20, 2022.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

DATED: September 20, 2022

RECORDED VOTE:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2022

Date: September 20, 2022

RESOLUTION TO ENGAGE THE SERVICES OF CME ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE PLANNING & DESIGN OF THE SLUDGE CAKE RECEIVING FACILITY AT THE WALDWICK WASTEWATER TREATMENT PLANT (Project # S340700-20)

WHEREAS, the Northwest Bergen County Utilities Authority (hereinafter the "Authority") requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the planning and design for the Design of the Sludge Cake Receiving Facility at the Wastewater Treatment Plant, Project # S340700-20 (hereinafter 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.*, and 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 previously retained CME as Consulting Engineer for conceptual design of the Project Resolution 71-2021, dated September 21, 2021; and

WHEREAS, CME Associates, has developed the attached proposal to perform these services of planning and design and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$398,586.00; and

WHEREAS, the Authority previously qualified CME Associates to serve as the Consulting Engineer to the Authority for the fiscal year 2022 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 CME Associates as Consulting Engineer, the Authority published a Request for Qualifications ("RFQ") in its official newspaper on January 14,

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2022

Date: September 20, 2022

RESOLUTION TO ENGAGE THE SERVICES OF CME ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE PLANNING & DESIGN OF THE SLUDGE CAKE RECEIVING FACILITY AT THE WALDWICK WASTEWATER TREATMENT PLANT (Project # S340700-20)

2022, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, it is in the Authority's best interests for CME Associates to provide these services, in accordance with the terms set forth in the attached agreement; and

WHEREAS, the Authority's Certifying Finance Officer has certified that funds are available for the retention of CME Associates for these professional services; and

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

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with CME Associates to provide Engineering and Professional Services required for the Planning & Design of the Sludge Cake Receiving Facility at the Wastewater Treatment Plant Project.

2. The Executive Director and Authority Engineer of the Authority are 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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2022

Date: September 20, 2022

**RESOLUTION TO ENGAGE THE SERVICES OF CME ASSOCIATES TO PROVIDE
THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE
PLANNING & DESIGN OF THE SLUDGE CAKE RECEIVING FACILITY AT THE
WALDWICK WASTEWATER TREATMENT PLANT (Project # S340700-20)**

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 Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a public meeting held on September 20, 2022.

Michael Kasparian, Chairman

Alison Gordon, Secretary

Recorded Vote:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

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: Consulting Engineering Services for Planning & Design for the Sludge
Cake Receiving Facility

VENDOR: CME Associates

AMOUNT: \$398,586.00

ACCOUNT NO.: 7000/6620

Date: September 20, 2022

Robert Laux, Certifying Finance Officer

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AND CME ASSOCIATES**

THIS CONTRACT, entered into this ____ day of _____ 2022, by and between the **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**, a body politic and corporate of the State of New Jersey, with administrative offices located at 30 Wyckoff Avenue, Wyckoff, New Jersey 07463 (hereinafter referred to as the "Authority") and **CME ASSOCIATES** with offices located at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162, (hereinafter referred to as "Engineer" or "Contractor").

WITNESS ETH:

WHEREAS, the Authority issued a Request for Qualifications for Engineering Services pursuant to N.T.S.A. 19:44A-20.4 and notice thereof was published on January 19, 2022; and

WHEREAS, the Authority intended to qualify a person and/or firm that: (1) possessed the professional, financial, and administrative capabilities to provide the proposed engineering services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the taxpayers of Bergen County; and

WHEREAS, pursuant to Section 5 of the Authority's Request for Qualifications, the Authority's objective was to select an organization or individual that would provide high quality and cost-effective services to the citizens served by the Authority; and

WHEREAS, the Authority requires the services of Contractor to assist with the design of a sludge cake receiving facility pursuant to N.T.S.A. 19:44A-20.4; and

WHEREAS, the Authority has determined, based on professional experience and reputation, to award a contract for such services to the Contractor, pursuant to its authority under N.T.S.A. 19: 44A-20.7;and

WHEREAS, the Authority has authorized this Contract at its meeting on _____, 2022; and

WHEREAS, the parties wish to mutually set forth the compensation and terms and conditions of the agreement; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to make this award and a copy of same is available in the office of the Northwest Bergen County Utilities Authority.

NOW THEREFORE, the parties hereto, each intending to be legally bound herein, do mutually agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to perform Engineering Services required by the Authority for the design of a sludge cake receiving facility as described in its proposal dated September 8, 2022, attached hereto as Exhibit "A"; and

2. PERSONNEL:

(a) All of the services required hereunder shall be performed by fully qualified personnel of Contractor. Contractor shall provide itemized monthly invoices for services, which shall include the nature of the work performed, personnel involved, number of hours and hourly rates for each individual, and any out-of-pocket costs.

(b) None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the Authority or its Chairman.

3. TIME OF PERFORMANCE:

(a) It is understood and agreed by and between the parties hereto, that this Contract shall be for period of six (6) months after the written authorization to complete the Design Phase. During which time Contractor agrees to perform said services in such sequence as to assure their expeditious completion in light of the purpose of this Contract. This Contract may be extended by the mutual consent of the parties which consent shall be set forth in writing on or before such date.

(b) In the event that Contractor fails to perform in a timely manner, the Contractor may be considered in default of this Agreement. Contractor shall not be responsible for events and circumstances that are out of Contractor's reasonable control, including but not limited to Acts of God, strikes, lockouts, work slowdowns or stoppages, power

failures, accidents, or equipment malfunctions, faulty or delayed performance by Authority's other contractors.

(c) The Authority reserves the right to cancel any part or the entire Contract for any reason, which may include but is not limited to funding or budget constraints.

4. COMPENSATION:

(a) The services to be provided under Section I shall be compensated an amount not to exceed \$398,586.00.

(b) The Authority agrees to pay Contractor its reasonable out-of-pocket expenses.

(c) The Contractor agrees to have available upon request its books and records for inspection by appropriate officials concerning the charges, fees and costs under this Contract.

5. SERVICES AND DOCUMENT CONFORMANCE/APPROVAL:

(a) All services rendered, and all documents prepared by Contractor in connection with the performance of the duties provided hereunder shall strictly conform to all laws, statutes, and ordinances and the applicable rules and regulations, methods, and procedures of, all governmental boards, bureaus, offices and commissions and other agencies, in effect when the services are rendered, and the documents are prepared.

(b) All of the services required of the Contractor shall be performed to the satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

6. DOCUMENT OWNERSHIP:

All documents pertaining to the work required hereunder and prepared by Contractor in the performance of this Contract shall be considered property of the Authority.

7. STANDARD OF CARE:

Contractor shall perform its services in accordance with that degree of care and skill normally exercised in accordance with recognized professional standards.

8. TERMINATION:

(a) The Authority reserves the right to terminate this Contract under the provisions of Section 3(b) or 3(c).

(b) The Authority reserves the right to terminate this Contract after due notice after failure of the Contractor to comply with the provisions of this Contract and/or to perform said required services in a timely, professional, and effective manner.

(c) All finished and unfinished documents, data, studies, agreements and/or reports prepared by Contractor shall be delivered to the Authority in accordance with Section 6. Document Ownership.

9. ASSIGNMENT:

This Contract shall not be assigned or assignable, either by action of the Contractor or by law. To any extent any portion of the work is subcontracted, it shall be with the Authority's consent and shall be subject to all of the terms and conditions of this Contract, including Section 11 below.

10. ERRORS AND OMISSIONS:

The Authority reserves the right to deny payment of the part of any fee which is based on an increase in costs for the preparation of documents or services resulting from an error or omission of the Contractor.

11. BUSINESS REGISTRATION:

Contractor has provided the Authority with a copy of its New Jersey Business Registration Certificate and the Contractor agrees that this registration shall remain in good standing during the term of the Contract. If the Contractor employs subcontractors for any of the work required under this Contract, the Contractor shall obtain from these subcontractors their Business Registration Certificates and shall forward them to the Authority.

12. INDEMNIFICATION:

Contractor shall indemnify and hold harmless the Authority, its officials, officers, agents, and employees from and against any and all losses, claims, actions, damages, liability

and expenses, arising from Contractor's negligent acts or omission, or the negligent acts or omissions of Contractor's agents, sub-consultants, employees or servants, pursuant to this Contract.

13. PROFESSIONAL LIABILITY INSURANCE:

During the term of this Contract, Contractor shall maintain Professional Liability Insurance with a minimum amount of \$2 million per claim and \$2 million aggregate coverage. A Certificate of Insurance shall be provided to the Authority.

14. FIRM HISTORY:

Contractor represents that no corporation, partnership, individual or association, officer, director, manager, parent, subsidiary, affiliate or principal shareholder of said Contractor, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

15. AFFIRMATIVE ACTION:

During the term of this Contract the Contractor agrees to comply with the Equal Opportunity requirements of N.J.S.A. 10:5-31 et seq. and the New Jersey Administrative Code.

16. AUTHORIZATION:

The Authority represents and warrants that this Contract has been duly authorized and, when executed, shall be a validly executed, binding and enforceable agreement.

17. DISPUTE RESOLUTION:

Any dispute arising under this Contract shall be referred to mediation under the rules of the American Arbitration Association prior to instituting suit. Any and all litigation respecting this Contract following mediation shall be commenced in the Superior Court of the State of New Jersey with a venue in Bergen County, New Jersey.

18. GOVERNING LAW:

This contract shall be governed by the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and the Contractor has caused these presents to be duly executed, as of the day and year first written above.

ATTEST:

NORTHWEST BERGEN COUNTY UTILITIES
AUTHORITY

Alison Gordon, Board Secretary

BY: _____
Robert Laux, Acting Executive Director

ATTEST:

CME ASSOCIATES,

Amy S. Terhune, Notary

BY: _____
David J. Samuel, P.E., P.P., C.M.E.
Managing Partner

“EXHIBIT A”

**CME ASSOCIATES PROPOSAL DATED
SEPTEMBER 8, 2022**



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

September 8, 2022

Robert E. Laux, Acting Executive Director
Northwest Bergen County Utilities Authority
30 Wyckoff Avenue at Authority Drive
P.O. Box 255
Waldwick, New Jersey 07463

**Re: Northwest Bergen County Utilities Authority
Proposal for Professional Engineering Services
For Design of the Sludge Cake Receiving Facility
CME File No. PNB00300.01**

Dear Mr. Laux:

In response to your request for a Proposal, we wish to thank you for your consideration of CME Associates for continuing Professional Consulting Engineering Services to the Northwest Bergen County Utilities Authority (NBCUA) for the Design of a Sludge Cake Receiving Facility. The NBCUA authorized CME Associates to conceptually design a Sludge Cake Receiving Facility for the Authority's 16.8 MGD Wastewater Treatment Plant located in Waldwick, NJ. In May of this year we issued a Draft Conceptual Design Report for the Sludge Cake Receiving Facility. The scope of this proposal is for the Design, New Jersey Infrastructure Bank (BJIB) Coordination and Permitting Phases of the project.

Introduction

The average daily influent flow to the plant is currently less than the design flow and Plant sludge generation is insufficient to support optimum operation of the sludge incinerator. The NBCUA's objective is for the plant to operate the incinerator 24-hours a day, seven days a week, to reduce operation and maintenance costs and achieve optimal efficiency.

The Authority currently owns and operates two incinerators, one manufactured by Infilco Degremont Incorporated (IDI) with a capacity of 2,205 dry pounds per hour (185 dry tons per week) of sludge and the other manufactured by Niro with a capacity of 2,000 dry pounds per hour (168 dry tons per week). In 2019 the plant operated the Niro unit and incinerated an average of 87.03 dry tons per week of sludge. In 2020 and 2021, the plant operated the IDI unit and incinerated an average of 78.82 and 86.85 dry tons per week of sludge. Taking into account general inefficiencies and maintenance, we calculated the available capacity for sludge generated from off-site sources ranged from 64.17 dry tons per week in 2019 to 87.88 dry tons per week in 2020.

It is our recommendation that the Authority construct a Sludge Cake Receiving Facility consisting of an enclosed Cake Receiver, a Storage Silo or Hopper, Conveyance System to



Mr. Robert E. Laux, Acting Executive Director
Northwest Bergen County Utilities Authority
Re: Proposal For Engineering Services
For Design of a Sludge Cake Receiving Facility

September 8, 2022
Our File No. PNB00300.01

Page 2

transport the sludge cake to the incinerators, and a Ventilation System. We recommend that the Receiver and Storage Silo or Hopper be located in the grass area immediately east of the abandoned Sludge Storage Tank. Truck access to the Receiver would be from the upper roadway and access to the Storage Silo from the lower roadway.

In our Report, we recommended that the Authority install an 80 cubic yard Storage Silo. This would be of sufficient capacity to receive one day of off-site sludge cake for most of the Authority's anticipated operating scenarios. This allows for optimum operating flexibility, the ability to increase acceptance of off-site sludge when operating the IDI Incinerator and the ability to increase revenues if on-site sludge production declines. There is no disadvantage to operating the Silo partially full.

For a conveyance system we investigated both shaftless conveyors and a pumping system. It is our recommendation that the Authority utilize a Schwing Bioset Sludge Cake Piston Pump to pump sludge cake from the Storage Silo to the Incineration System.

To protect the system from the elements, we recommend a shed be constructed over the Cake Receiver and that the Shed, Cake Receiver and Storage Silo be connected to a Ventilation System.

The Conceptual Design Engineers' Opinion of Probable Construction Cost and Total Project Cost are approximately \$4,000,000.00 and \$5,280,000.00 respectively. The Project would be eligible for funding from the New Jersey Infrastructure Bank (NJIB).

Scope of Services

Design, New Jersey Infrastructure Bank (BJIB) Coordination and Permitting Phases of the project will include the preparation of Contract Documents suitable for Bidding of the Project as defined in our Draft Conceptual Design Report for the Sludge Cake Receiving Facility dated May 18, 2022 and as follows:

- Review of all as-built drawings and reports relating to the Existing Solids Handling, Drying and Incineration Equipment so as to integrate the new Sludge Cake Receiving Facilities:
- Field investigations will be performed to obtain operating data for existing equipment and to verify locations of existing equipment in order to develop base drawings of the existing facilities;



Mr. Robert E. Laux, Acting Executive Director
Northwest Bergen County Utilities Authority
Re: Proposal For Engineering Services
For Design of a Sludge Cake Receiving Facility

September 8, 2022
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- Field investigations with Authority Staff to determine the optimum route of the Sludge Cake Force Main from the new Cake Receiving Facility to the existing Schwing Bioset feed pumps to the Incinerator;
- A demolition plan will portray the extent of work required to remove existing equipment, if required;
- Construction plans which will outline the details of the installation of the proposed equipment and structures and the connection of the new facilities with existing facilities;
- Prepare Details of a Sludge Cake Feed Rate Monitoring System;
- An electrical drawing will be prepared to show all electrical work for the proposed units;
- A set of specifications will include materials of construction and will be prepared suitable for soliciting public bids;
- Prepare Structural plans with details of materials of construction;
- Revise the Preliminary Engineer's estimate of probable construction cost;
- Submit Construction Documents to the NJIB for their Authorization to Advertise;
- Assist the Authority in obtaining a Treatment Works Approval from the NJDEP and a Soil Erosion and Sediment Control Plan Certification from the local Soil Conservation District. Permit fees will be the responsibility of the Authority

Bidding and Construction Phase services are not included in the scope of this proposal as the NJIB requires a separate contract for these services. If requested by the Authority, a separate proposal will be submitted for the remaining phases of the project.

NJIB Environmental Infrastructure Trust (NJEIT) Loan and Permitting Phases

The first phase of the project consists of the completion of the required loan applications, planning documents and subsequent efforts related to obtaining financing for the improvements through the New Jersey Infrastructure Bank (NJIB) Environmental Infrastructure Trust Loan Program (NJEIT). Work on the planning document was initiated during the Concept Design Phase.



Mr. Robert E. Laux, Acting Executive Director
Northwest Bergen County Utilities Authority
Re: Proposal For Engineering Services
For Design of a Sludge Cake Receiving Facility

September 8, 2022
Our File No. PNB00300.01

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The work included in this proposal generally consists of responding to NJDEP comments regarding the planning document submissions and various engineering related reports and applications required to obtain the low interest financing. Preparation of Permit Applications for a NJDEP Treatment Works Approval (TWA) and Soil Conservation District Soil Erosion and Sediment Control Plan Certification are also included.

However, since the level of effort necessary to respond to Agency comments and requests for additional information related to the loans and/or applications is indeterminate at this time, we anticipate performing these services based upon our hourly rates and the actual time to perform said services. We have estimated in the Compensation Proposal below, for budgetary purposes, the cost of providing the NJDEP Environmental Infrastructure Trust Loan and Permitting associated services for the various components included in the project.

Compensation Proposal

CME Associates proposes to perform the Professional Engineering Services described above for an estimated not to exceed budget of **\$398,586.00**. Our Professional Services Labor Summary by Phase and Classification is attached.

CME Associates will invoice the Authority monthly based on the actual hours expended on the project in accordance with our hourly rate schedule. Out of pocket expenses would be invoiced in accordance with our rate schedule.

Termination for Convenience

The Authority may terminate or suspend performance of all or any part of this Agreement for the Authority's convenience upon 30 days written notice to the Engineer. Upon receipt of notice, Engineer shall terminate or suspend performance of the Services on a schedule acceptable to the Authority. Engineer's sole remedy shall be payment for Services performed in accordance with this Agreement up to the effective date of termination or suspension.

Services and Testing Work Not Included in the Design Fee

If the Authority desires to have CME Associates perform additional services for work related to the project that are not covered by the Scope of Services stated herein, such additional work shall be performed only after written authorization by the Authority. Payment for such services, if authorized, will be made according to terms contained in the Supplementary Agreement or will be invoiced in accordance with our previously submitted hourly rate schedule.



Mr. Robert E. Laux, Acting Executive Director
Northwest Bergen County Utilities Authority
Re: Proposal For Engineering Services
For Design of a Sludge Cake Receiving Facility

September 8, 2022
Our File No. PNB00300.01

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Summary

Our hourly rates shall be firm for the duration of the project as defined in the Scope of Work. Invoices shall be paid within 30 days of presentation of same. In accordance with State requirements, our Affirmative Action Statement and Business Statements were submitted to the Authority previously as part of our Statement of Qualifications.

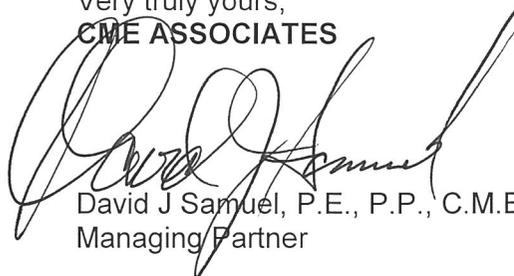
Thank you for permitting our Firm to submit this proposal and we look forward to serving the Authority. Should you have any questions concerning this matter, please do not hesitate to contact this office.

Schedule

CME Associates will commence work on this project immediately upon written authorization from the Authority to proceed and will make every effort to meet the timeline provided by the NBCUA. We anticipate that it will take approximately three (3) months after written authorization to complete Permit Application Drawings and submit the NJDEP TWA Application. An additional three (3) months will be required to complete Construction Drawings and Specifications for submittal to the NJIB for an Authorization to Advertise. Attached is a more detailed schedule.

Thank you for permitting our Firm to submit this proposal and we look forward to continuing to serve the Authority. Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,
CME ASSOCIATES



David J Samuel, P.E., P.P., C.M.E.
Managing Partner

Cc: John Danubio, Assistant Executive Director
Howard Hurwitz, Authority Engineer
Robert Genetelli, Superintendent
Alison Gordon, Administrative Assistant

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
PROPOSAL FOR DESIGN OF THE SLUDGE CAKE RECEIVING FACILITY
PNB00300.01**

CME PROFESSIONAL SERVICES LABOR SUMMARY BY PHASE AND CLASSIFICATION

Description	Rate	PROJECT TOTAL		Mechanical Design		Geotechnical and Structural Design		Electrical Design		NJIB Coordination and Permitting	
		Hours	Estimate / Budget	Hours	Estimate / Budget	Hours	Estimate / Budget	Hours	Estimate / Budget	Hours	Estimate / Budget
Partner	\$ 218.00	4.00	872.00	4.00	\$872.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Principal	\$ 206.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Project Manager	\$ 196.00	450.00	88,200.00	362.00	\$70,952.00	52.00	\$10,192.00	18.00	\$3,528.00	18.00	\$3,528.00
Professional Engineer	\$ 194.00	104.00	20,176.00	0.00	\$0.00	104.00	\$20,176.00	0.00	\$0.00	0.00	\$0.00
Senior Project Engineer	\$ 190.00	356.00	67,640.00	0.00	\$0.00	356.00	\$67,640.00	0.00	\$0.00	0.00	\$0.00
Project Engineer	\$ 183.00	348.00	63,684.00	0.00	\$0.00	278.00	\$50,874.00	70.00	\$12,810.00	0.00	\$0.00
Senior Design Engineer	\$ 181.00	818.00	148,058.00	730.00	\$132,130.00	34.00	\$6,154.00	0.00	\$0.00	54.00	\$9,774.00
Party Chief	\$ 144.00	10.00	1,440.00	10.00	\$1,440.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Survey Technician	\$ 139.00	10.00	1,390.00	10.00	\$1,390.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Senior CAD Technician	\$ 172.00	8.00	1,376.00	8.00	\$1,376.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
		0.00	0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL LABOR		2,108.00	\$392,836.00	1,124.00	\$208,160.00	824.00	\$155,036.00	88.00	\$16,338.00	72.00	\$13,302.00
SUB CONSULTANT	COST X 1.15	5,000.00	5,750.00		\$0.00	5,000.00	\$5,750.00		\$0.00		\$0.00
REIMBURSABLE	COST X 1.15	0.00	0.00		\$0.00		\$0.00		\$0.00		\$0.00
OTHER REIMBURSABLE	COST X 1.15	0.00	0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL SUB & REIMBURSABLE		5,000.00	\$5,750.00	0.00	\$0.00	5,000.00	\$5,750.00	0.00	\$0.00	0.00	\$0.00
TOTAL			\$398,586.00		\$208,160.00		\$160,786.00		\$16,338.00		\$13,302.00

PNB00300 SLUDGE CAKE RECEIVING FACILITY				8/31/22												
Activity ID	Activity Name	At Completion Duration	Start	Finish	2022							2023				
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
SLUDGE CAKE RECEIVING FACILITY		175D	7/12/22	3/21/23	7/12/22 → 3/21/23											
NJIB		47D	7/12/22	9/15/22	7/12/22 → 9/15/22											
A1000	Planning Document	47D	7/12/22	9/15/22	[Red bar: 7/12/22 - 9/15/22]											
Design		124D	9/20/22	3/17/23	9/20/22 → 3/17/23											
A1100	Final Design Authorization	0D	9/20/22		[Milestone: 9/20/22]											
A1110	Permit Application Drawings	62D	9/20/22	12/16/22	[Red bar: 9/20/22 - 12/16/22]											
A1140	Prepare Construction Drawing & Specifications	119D	9/20/22	3/10/23	[Green bar: 9/20/22 - 3/10/23]											
A1150	Submit Construction Documents to Client	0D		3/10/23	[Milestone: 3/10/23]											
A1160	Client Review	5D	3/13/23	3/17/23	[Green bar: 3/13/23 - 3/17/23]											
A1170	Submit Construction Documents to NJIB	0D		3/17/23	[Milestone: 3/17/23]											
Permit		86D	11/15/22	3/21/23	11/15/22 → 3/21/23											
A1200	Prepare TWA Permit	22D	11/15/22	12/16/22	[Red bar: 11/15/22 - 12/16/22]											
A1210	Submit Permit to DEP	0D		12/22/22	[Milestone: 12/22/22]											
A1220	DEP Review TWA	60D	12/23/22	3/21/23	[Red bar: 12/23/22 - 3/21/23]											

Remaining Work ◆ ◆ Milestone
 Critical Remaining Work ▼ summary

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2022

Date: September 20, 2022

AUTHORIZATION TO AMEND THE NOT TO EXCEED COST OF THE PROFESSIONAL SERVICES AGREEMENT WITH CHAVOND BARRY ENGINEERING CORP FOR 2022 CONSULTING ENGINEERING SERVICES FOR GENERAL INCINERATOR ADVICE

WHEREAS, by Resolution No. 18-2022, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform engineering services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 14, 2022; and

WHEREAS, by Resolution No. 31-2022 (the “Original Resolution”) dated February 15, 2022, the Authority retained Chavond Barry Engineering Corp. (the “Engineering Firm”) to provide 2022 consulting engineering services for general incinerator advice and the Authority and Engineering Firm entered into a professional services agreement for same (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the Engineering Firm’s compensation to be capped at \$175,000 and in the event the Engineering Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, the Engineering Firm has submitted to the Authority a proposal for various repairs to the NIRO incinerator; and

WHEREAS, the cost of these repairs are estimated to be \$200,000 and therefore the Authority wishes to amend the not-to-exceed compensation to the Engineering firm to \$375,000; and

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

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

1. The Original Resolution and the Professional Services Agreement with Chavond Barry Engineering Corp. be amended to increase the not to exceed amount to \$375,000 for 2022 consulting engineering services for general incinerator advice.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2022

Date: September 20, 2022

AUTHORIZATION TO AMEND THE NOT TO EXCEED COST OF THE PROFESSIONAL SERVICES AGREEMENT WITH CHAVOND BARRY ENGINEERING CORP FOR 2022 CONSULTING ENGINEERING SERVICES FOR GENERAL INCINERATOR ADVICE

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 September 20, 2022.

SECRETARY

CHAIRMAN

Recorded Vote:

	Bonagura	Jordan	Kelaher	Lo Iacono	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: 2022 Consulting Engineering Services for General Incinerator Advice

VENDOR: Chavond Barry Engineering Corp.

AMOUNT: Increase of \$200,000, new budget \$375,000

ACCOUNT NO.: 7000/6610 – \$175,000
 5000/6370 – \$ 25,000

Date: September 20, 2022

Robert Laux, Certifying Finance Officer