

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2021

Date: December 14, 2021

2022 ADOPTED BUDGET RESOLUTION

FISCAL YEAR: **FROM:** January 1, 2022 **TO:** December 31, 2022

WHEREAS, the Annual Budget and Capital Budget/Program for the Northwest Bergen County Utilities Authority for the fiscal year beginning January 1, 2022 and ending, December 31, 2022 has been presented for adoption before the governing body of the Northwest Bergen County Utilities Authority at its open public meeting of December 14, 2021; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$15,024,857, Total Appropriations, including any Accumulated Deficit, if any, of \$15,024,857 and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$3,650,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$875,000, Total Renewal and Replacement reserve planned to be utilized as funding thereof, of \$600,000; Total Debt Authorization planned to be utilized as funding thereof, of \$2,175,000; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Northwest Bergen County Utilities Authority, at an open public meeting held on December 14, 2021 that the Annual Budget and Capital Budget/Program of the Northwest Bergen County Utilities Authority for the fiscal year beginning, January 1, 2022 and, ending, December 31, 2022 is hereby adopted and shall constitute appropriations for the purposes stated; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 94-2021

Date: December 14, 2021

2022 ADOPTED BUDGET RESOLUTION

FISCAL YEAR: FROM: January 1, 2022 TO: December 31, 2022

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.


SECRETARY


CHAIRMAN

Recorded Vote:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2021

Date: December 14, 2021

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 November 2021 and Health Benefits and Dental Benefits transfers for December 2021; 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 December 14, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$278,462.96

ACCOUNT: Tax Deposit Account
Total: \$113,626.55

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$114,294.63

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,555.83

ACCOUNT: Dental Benefits
Total Transfer: \$4,331.95

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 95-2021

Date: December 14, 2021

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

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$28,781.73

ACCOUNT: Operating Account
Total: \$344,082.95

ACCOUNT: General Improvement Account
Total: \$430,762.45


SECRETARY


CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 96-2021

Date: December 14, 2021

AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES FOR PARTICIPATION IN THE EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, on December 8, 2020 by Resolution 96-2020, the Northwest Bergen County Utilities Authority (hereinafter referred to as the "Authority") renewed a Shared Services Agreement with the County of Bergen, Department of Health Services (hereinafter referred to as "BCDHS"); and

WHEREAS, the Agreement authorized the Authority's participation in the Employee Assistance Program at a rate of \$21.80 per employee; and

WHEREAS, the Agreement is expiring on December 31, 2021 and the Authority desires to renew the agreement for calendar year 2022 at a rate per employee of \$22.25; and

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

1. The Authority is hereby authorized to renew the Shared Services Agreement with the County of Bergen, Department of Health Services for the provision of the Employee Assistance Program for the period of January 1, 2022 through December 31, 2022 at a rate of \$22.25 per employee.
2. The Authority's Executive Director is hereby authorized to execute said shared services agreement.
3. A copy of this agreement shall be placed on file in the Office of the Executive Director.
4. This Resolution shall take effect immediately.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.


SECRETARY


CHAIRMAN

Recorded Vote:

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



**BERGEN COUNTY DEPARTMENT OF HEALTH
SERVICES**

2022

PUBLIC HEALTH

SHARED-SERVICES AGREEMENT

with

Northwest BC Utilities Authority (NBCUA)

THIS AGREEMENT, made on _____, by and between the:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County".

And the Northwest BC Utilities Authority (NBCUA), an independent agency authorized by the State of New Jersey (NJSA 40:14b) herein referred to as the "Authority"

WITNESSETH

WHEREAS, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey; and

WHEREAS, Northwest BC Utilities Authority (NBCUA) ("Authority") is a Authority Corporation of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.N.S.A._40A:65-1 et seq) promotes the broad use of shared services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (herinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist authorities with their public health obligations for services set forth in the attached Appendix; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and enables the development of an integrated, coordinated Public Health System at the local, county and state levels; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the roles and responsibilities of the local boards of health with needed local and regional capacity at a county level; and

WHEREAS, N.J.A.C. 8:52 et seq. includes the State Sanitary Code and nursing services including infectious disease prevention, surveillance and control, as well as school immunization auditing; and

WHEREAS, the County offers comprehensive Animal Control and sheltering services, N.J.A.C. Title 8; N.J.S.A. 52:4.3 and the rabies statutes, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) pursuant to N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a) 2; and

WHEREAS, All Bergen County Department of Health Services Animal Control vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h); and

WHEREAS, the Authority desires to contract for the furnishing of health services of a technical and professional nature by the BCDHS to the Authority, pursuant to N.J.S.A. 26:3A2-1 *et seq* and as further specified herein; and

WHEREAS, Bergen County Freeholder Resolution # adopted on , authorized the Country's shared-services to participating authorities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution # adopted on authorized the County Executive to enter into an agreement with the participating authorities; and

WHEREAS, the Northwest BC Utilities Authority (NBCUA) adopted a resolution dated _____ authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herein; and

NOW THEREFORE BE IT RESOLVED, that in consideration of the premises, and of the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

The Northwest BC Utilities Authority (NBCUA) shall contract with the BCDHS for the following Shared Services:

Employee Assistance Program

The Authority shall be obliged for and agree as follows:

1. Payments:

- a. The Authority shall pay the BCDHS according to the enclosed schedule for the current agreement. Invoicing for fixed payment amounts shall be made semi-annually with the first payment due no later than the 15th day of May and covering the timeframe of January through June and the second payment due no later than the last business day of November and covering the timeframe of July through December.
- b. For services based on an hourly rate or per unit service charge, the BCDHS will invoice three times per year for the timeframes of January through May, June through October, and November through December of each year. The January thru May invoice will be due no later than the 15th day of May and the June through October invoice will be due no later than the last business day of November. The November through December invoice will be due no later than the last business day of January.

2. Public Health Staff/Contracted Vendors:

- a. The public health staff/contracted vendors at the local level will be responsible for timely communication of all emergencies, (e.g. communicable disease, disaster information) information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.
- b. Contracted vendors of the authorities will be responsible for communicating (via phone, fax, and/or e-mail), documenting, and

reporting to the County all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

3. Hold Harmless:

- a. The Authority shall defend, indemnify, protect and save harmless the BCDHS and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Authority, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the of the health officer license shall be the sole responsibility of the Authority and the Authority shall indemnify and hold harmless the County from any such activity.
- b. Further, the Authority shall be responsible for and shall indemnify County and its employees for all costs, injuries or damages, suffered by any County employee while performing his/her duties as a County employee on behalf of the Authority pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any County property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by County employees or County property caused solely by the negligence of the County employee shall be the sole responsibility of the County.

4. Miscellaneous:

- a. Entire Agreement This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein. The Parties agree that prior to the commencement of any litigation due to a dispute between the Parties under this Agreement, the Parties shall agree to first commence a non-binding mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge.

b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.

c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.

d. No Waiver The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

5. Duration, Cancellation & Amendments

a. Term: The BCDHS shall provide the services specified herein from January 1, 2022 through December 31, 2022.

b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement. BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term. This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

6. Attachments

a. Appendix A for each contracted Shared Service:

A-1 Employee Assistance Program

b. County Freeholders Resolution # _____ adopted _____

c. Municipality Resolution # _____ adopted _____

d. Payments Schedule

BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES
SHARED-SERVICE AGREEMENT
COST SUMMARY for
Northwest BC Utilities Authority (NBCUA)

CONTRACT TERM LENGTH: 1 year

DURATION: 01/01/22 - 12/31/22

EAP/SAP

Year	Employees	Rate	Total
2022	53	\$22.25	\$1,179.25

Agreement Totals

Year	Total
2022	\$1,179.25

APPENDIX A-1 EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program/Substance Abuse Professional

The Employee Assistance Program (EAP) / Substance Abuse Professional (SAP) provides confidential assessments, referrals, and monitoring to employees for such personal matters as family and marital relations, legal and financial difficulties, substance abuse, and other personal problems that are interfering with their job performance.

A Licensed Clinical Social Worker (LCSW) and Licensed Clinical Alcohol and Drug Counselor (LCADC) will provide the employee with an assessment, referral, and coordination of services.

An employee can choose to access the EAP voluntarily or may be referred by a supervisor based on job performance problems. When an employee volunteers their participation, it will remain absolutely confidential. If an employee is referred by management, the EAP will have the employee sign a release of information allowing the supervisor to know if the employee is complying with EAP recommendations. The EAP does not impart to management details surrounding the employee's counseling plan.

The service also includes access to a qualified SAP (Substance Abuse Professional). The SAP conforms to the US Department of Transportation, Office of Drug and Alcohol Policy and Procedure based on 49CFR Part 40 Federal Rules and Regulations governing drugs and alcohol testing for safety-sensitive transportation employees. These employees usually hold a CDL (Commercial Driver's License) and must be referred to an SAP if they test positive for drugs or alcohol. SAP services include the federally mandated assessment, interview, referral and return to duty recommendation reports to management when a CDL employee yields a positive drug test or blood alcohol content (BAC) reading above 0.039.

During the term of the contract, EAP/SAP staff will be available for one orientation training with municipal managers/supervisors at a location selected by the municipality and at a mutually agreeable date and time. A training manual will be provided to each manager/supervisor.

During the term of the contract, EAP/SAP will be available for one staff orientation for covered municipal employees at a location selected by the municipality and at a mutually agreeable date and time. Each covered employee will receive a program brochure detailing the EAP program.

If accepting the EAP module, enter the number of municipality employees to be covered _____

SIGNATURES

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

PLEASE PLACE OTHER GOVERNMENT ENTITY SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

By: _____

Title: _____

Date: _____

MUNICIPALITY

By: _____

Title: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

James J. Tedesco III,

County Executive

or

Thomas J. Duch, Esq.

County Administrator/County Counsel

Date: _____

PAYMENTS SCHEDULE
Northwest BC Utilities Authority (NBCUA)

2022 Schedule of Services and Fees

The County shall perform the services set forth in the attached Appendix A as specified below:

1. Employee Assistance Program	\$ 1,179.25
TOTAL AGREEMENT 2022 COST PER ANNUM:	\$ 1,179.25

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 97-2021

Date: December 14, 2021

**AUTHORIZATION TO RENEW THE BLOODBORNE PATHOGENS AGREEMENT
WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

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

WHEREAS, the Authority and the County of Bergen, Department of Health Services, (the "BCDHS") had entered into an Agreement for the duration of January 1, 2020 to December 31, 2021 for the BCDHS to provide the above mentioned services; and

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

WHEREAS, the Authority desires to enter into a new Agreement with the BCDHS for these services for a period of two years commencing January 1, 2022 and terminating December 31, 2023 at a rate of \$25.00 per employee per year.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the Authority is hereby authorized to enter into an agreement appointing and retaining the County of Bergen, Department of Health Services as the Bloodborne Pathogen Compliance Coordinator and Trainer for the Authority for the fee as set forth above for the duration of January 1, 2022 to December 31, 2023; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION


No. 97-2021

Date: December 14, 2021

**AUTHORIZATION TO RENEW THE BLOODBORNE PATHOGENS AGREEMENT
WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES**

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

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.


SECRETARY


CHAIRMAN

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



2022-2023

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

BLOODBORNE PATHOGEN PROGRAM AGREEMENT
NORTHWEST BC UTILITIES AUTHORITY (NBCUA)

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

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

WHEREAS, Bergen County Resolution # 730-21 as adopted by the Bergen County Board of Commissioners, dated September 1, 2021 authorizes the County Executive to enter into an agreement with the Northwest BC Utilities Authority (NBCUA); and

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

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

- I. **APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Government Entity.
- II. **TERM.** The term of this Agreement shall commence on January 1, 2022 and shall continue in accordance with the terms, and conditions of this Agreement, terminating on December 31, 2023.
- III. **TERMINATION OF AGREEMENT.** The BCDHS may terminate this Agreement, at any time during the term thereof, by giving of thirty (30) days written notice, setting forth the cause or causes for termination to the GOVERNMENT ENTITY.

The Government Entity may terminate this Agreement, at any time during the term thereof, by the giving of thirty (30) days written notice, setting forth the cause or causes for termination to the BCDHS.

The BCDHS may terminate this Agreement, at any time during the term thereof, if the Government Entity contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. The

Government Entity cannot selectively remove services and claim a deduction for training with another independent contractor.

- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of New Jersey.
- V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns.
- VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Government Entity and the BCDHS.
- VII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.
- IX. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unforeseeable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unforeseeable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Government Entity.
- X. **CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. **NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Government Entity.

XII. **INSURANCE.** Except where elsewhere provided within, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Government Entity:

- A. **Workers' Compensation:** Statutory - in compliance with the Compensation Law of the State of New Jersey;
- B. **General Liability:** Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
- C. **Automobile Liability:** Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and a minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired, and non-owned automobiles; and
- D. **Errors and Omissions:** Minimum limit of liability of \$1,000,000 per occurrence.

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

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

XIII. **INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Government Entity. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

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

The Government Entity shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the Government Entity, its employees, and agents, in connection with all activities undertaken by the Government Entity pursuant to this Agreement. It is

the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or mission of the Government Entity, shall not be the responsibility of the BCDHS, and the Government Entity shall hold the BCDHS harmless from same;

XV. OWNERSHIP OF RECORDS.

A. All software and hardware supplied by the BCDHS used to manage the Government Entity's program are understood as being and shall remain the property of the BCDHS.

B. All records and data relating to the Government Entity shall belong to the Government Entity, and a complete and current copy of all such data and records shall be supplied upon the request of the Government Entity.

C. All records and data relating to the Government Entity shall be surrendered to the Government Entity upon expiration of the term covered by this Agreement or other termination of this Agreement.

D. BCDHS will maintain training records for periodic electronic transfer to Government Entity. The Government Entity will then maintain the electronically transferred training records for three (3) years from the training day as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard).

E. Information released to the BCDHS by the Government Entity for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVI. NOTICE. Notice under this Agreement shall be sent to:

Bergen County Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07652

and

Northwest BC Utilities Authority (NBCUA)

30 Wyckoff Ave

Waldwick, NJ 07463

XVII. BLOODBORNE PATHOGEN TRAINING SERVICES.

A. The BCDHS agrees to provide the following bloodborne pathogen training services:

1. Identify and provide a Bloodborne Pathogen Compliance Coordinator to support the Government Entity for program training management.
2. Provide annual bloodborne pathogen training access to all at-risk employees. Supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ will resume when it has been determined that the COVID-19 pandemic no longer poses a concern to indoor group settings.
3. Assure the online training course and supplemental in-person trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
4. Provide the electronic record keeping for the Government Entity and periodically forward updated rosters to the Government Entity's Bloodborne Pathogen Compliance Officer. This electronic record will list trained employees and those in need of training.

B. The Government Entity agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen training contact for the BCDHS to review and become familiar with the applicable components of the Bloodborne Pathogen Program.
2. Ensure that a copy of the Bloodborne Pathogen Exposure Control Plan is accessible for all employees.
3. Ensure that at-risk employees for occupational exposure to bloodborne pathogens are identified and notify BCDHS of those employees that are in need of training.
4. Provide BCDHS written notice upon the termination of previously trained employees within thirty (30) days.

5. Provide BCDHS written notice within thirty (30) days of employees that have been re-assigned to job classifications that do not have risks of occupational exposure to bloodborne pathogens; thereby omitting the need for future training.
6. Maintain the electronic records provided by BCDHS for Bloodborne Pathogen training in accordance with the NJ PEOSH Standard.

XVIII. BLOODBORNE PATHOGEN ADMINISTRATIVE SERVICES (ELECTIVE)

- A. The BCDHS shall provide the following bloodborne pathogen administrative services:
 1. Assist in the development and review of the Bloodborne Pathogen Program.
 2. Facilitate Exposure Control Plan (ECP).
 - Development
 - Update
 - Consultation
 3. Assist in the determination of at-risk job classifications with bloodborne pathogen exposures.
 4. Provide the resources necessary to obtain the appropriate safety equipment to reduce the risk of exposure to affected employees.
 5. Provide post exposure support, guidance, and counseling.
 6. Monitoring and follow-up for NJ PEOSH Compliance.
 7. Conduct site visits upon request by Government Entity to assure compliance with the NJ PEOSH Standard.
 8. Act as a resource to the Bloodborne Pathogen Program.
- B. The Government Entity agrees to comply with the following:
 1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contact for the BCDHS.
 2. Ensure that a copy of the Bloodborne Pathogen Exposure Control Plan (ECP) is accessible for all employees.

3. Ensure that employees that are at-risk for occupational exposure to bloodborne pathogens are identified and managed in accordance with the NJ PEOSH Bloodborne Pathogen Standard.
4. Advocate Hepatitis B vaccination series for at-risk employees and maintain medical records in accordance with the NJ PEOSH Standard.
5. Maintain records for all employees that have waived their right to receive the Hepatitis B vaccine series.
6. Maintain records of exposure as required by the NJ PEOSH Standard.
7. The Government Entity is responsible for the annual review and update of the Bloodborne Pathogen Standard Exposure Control Plan in order to evaluate its effectiveness.

XIX. COMPENSATION. (Two Elements)

A. TRAINING SERVICES

The Government Entity shall pay \$15.00 per each trained employee for these above-mentioned bloodborne pathogen training services.

B. ADMINISTRATIVE SERVICES

The Government Entity shall pay \$10.00 per each trained employee for these above-mentioned bloodborne pathogen administrative services.

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

1. Bloodborne pathogen training and/or administrative services rendered July 1, 2021 to November 30, 2021 will be invoiced December 2021 with payment due by January 31, 2022.
2. Bloodborne pathogen training and/or administrative services rendered December 1, 2021 to June 30, 2022 will be invoiced July of 2022 with payment due by August 15, 2022.
3. Bloodborne pathogen training and/or administrative services rendered July 1, 2022 to November 30, 2022 will be invoiced December of 2022 with payment due by January 31, 2023.

4. Bloodborne pathogen training and/or administrative services rendered December 1, 2022 to June 30, 2023 will be invoiced July of 2023 with payment due by August 15, 2023.

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

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

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

Northwest BC Utilities Authority (NBCUA)
SIGNATURES BELOW:

PLEASE PLACE GOVERNMENT ENTITY SEAL OVER SIGNATURE:

- ☐ We agree to contract for BBP Training.
- ☐ We agree to contract for BBP Training and the BBP Administrative Elective.

ATTESTING SIGNATURE:

By: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

Title: _____

Date: _____

**COUNTY OF BERGEN
SIGNATURES BELOW:**

ATTESTING SIGNATURE:

By: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____
James J. Tedesco, III, County Executive

Or: _____
Julien X. Neals, County Council /
Acting County Administrator

Date: _____

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 98-2021

Date: December 14, 2021

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

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

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

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Saddle River (the "Borough") had entered into a Shared Services Agreement on January 1, 2021 with a termination date of December 31, 2021 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough's one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

WHEREAS, the Borough has adopted its Resolution No. 187-21 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year commencing January 1, 2022 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 agrees to enter into a Shared Services Agreement with the Borough of Saddle River for a duration of one (1) year commencing January 1, 2022 to provide the services described in Paragraph 3 above; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 98-2021

Date: December 14, 2021

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

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

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.


SECRETARY


VICE-CHAIRMAN

Recorded Vote:

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

SHARED SERVICE AGREEMENT

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

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

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

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

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

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

WHEREAS, Saddle River has adopted a Resolution # 187-21 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

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

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2022.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
 - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
 - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
- 4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2050.00 on or before March 1st, June 1st, September 1st, and December 1st of each year for a total annual compensation of \$8,200.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$90.27 per man hour for business hours and \$112.82 per man hour for non-business hours.
 - 5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
 - 6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving at least twelve (12) months' written notice to the other party.
 - 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 - 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 - 9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River assumes all liability for, and agrees to, indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2022, and the expiration date shall be December 31, 2022, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules, and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:


Clerk

Date: 11/22/21

ATTEST:

Alison Gordon, Secretary

Date:

BOROUGH OF SADDLE RIVER

By:


Mayor

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

R# 187-21

Date: 11/22/21

COUNCIL OF THE BOROUGH OF SADDLE RIVER

Introduced by Council President Ruffino

Seconded by Council Member DiGirolamo

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

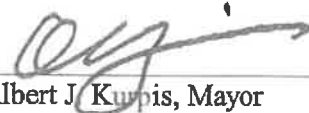
BE IT RESOLVED that the Council of the Borough of Saddle River authorize the Mayor to sign an Inter-local Agreement for a Licensed Sewer Operator for the Saddle River sewer pump station, at an annual fee of \$8,200.00.

	AYES	NAYS	ABSTAIN	ABSENT
Azzariti, John	X			
Carpenter, Duncan	X			
DiGirolamo, Chris	X			
Hekemian, David	X			
Sachdev, Ravi	X			
Ruffino, Rosario - Council President	X			
Kurpis, Albert J., - Mayor				

Date Passed: 11/22/21



Vanessa Nienhouse, Borough Clerk



Albert J. Kurpis, Mayor

CHIEF FINANCIAL OFFICER CERTIFICATION

I, Susan Hodgins, Chief Financial Officer of the Borough of Saddle River, hereby certify that \$8,200 will be available in the 2022 Budget after adoption under Inter-Local Agreements line item 01-2010-27-3303-500 and the 1st Quarter payment of \$2,050 will be available in the temporary budget under the same line item.

Date: 11/22/21

Susan Hodgins, Chief Financial Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 99-2021

Date: December 14, 2021

AWARD BID — CONTRACT NO. 290 — DISPOSAL OF GRIT AND SCREENINGS

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 on November 18, 2021, the Authority advertised for a two (2) year contract for Contract No. 290 — Disposal of Grit and Screenings; and

WHEREAS, on December 8, 2021, the date specified for the public opening and reading of the bids for Contract No. 290— Disposal of Grit and Screenings, two (2) bids were received; and

WHEREAS, SYNAGRO|EPIC contained in their bid a price of:

\$154.00 per ton of grit and screening

WHEREAS, the Authority's General Counsel has reviewed the bid of SYNAGRO|EPIC 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 SYNAGRO|EPIC 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 SYNAGRO|EPIC; 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 SYNAGRO|EPIC; and

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

1. The bid of SYNAGRO|EPIC located at 227 Route 206, Building 1, 2nd floor, Flanders, New Jersey 07836, for Contract No. 290 — Disposal of Grit and Screenings be and the same is hereby accepted at the cost of \$154.00 per ton for existing and future accumulated grit and screenings for a period of two (2) years.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 99-2021

Date: December 14, 2021

AWARD BID — CONTRACT NO. 290 — DISPOSAL OF GRIT AND SCREENINGS

2. In all respects relating to the performance of Contract No. 290 hereby awarded to SYNAGRO|EPIC 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.
3. The Executive Director of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with SYNAGRO|EPIC.
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 Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.


Michael Kasparian, Chairman


Alison Gordon, Board Secretary

RECORDED VOTE:

	Bonagura	Jordan	Kelahe	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:

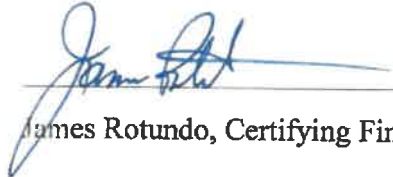
CONTRACT: Contract No. 290 – Disposal of Grits and Screenings

VENDOR: SYNAGRO/EPIC

AMOUNT: \$154.00 per ton

ACCOUNT NO.: 5000/6340

Date: December 14, 2021


James Rotundo, Certifying Finance Officer