

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 71-2018

Date: July 16, 2018

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 June 2018 and Health Benefits and Dental Benefits transfers for July 2018; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers 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 July 16, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$370,787.73

ACCOUNT: Tax Deposit Account
Total: \$159,972.10

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$101,852.24

ACCOUNT: Health Benefits Contribution Employee
Total: \$19,653.60

ACCOUNT: Dental Benefits
Total Transfer: \$4,227.46

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

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No. 71-2018

Date: July 16, 2018

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

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$32,044.92

ACCOUNT: PERS and Contributory Insurance – RETRO
Total Transfer: \$5,619.11

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

ACCOUNT: Defined Contribution Retirement Program – Employee
Total Transfer: \$26.00

ACCOUNT: Operating Account
Total: \$301,600.87

ACCOUNT: General Improvement Account
Total: \$45,236.06

ACCOUNT: 2015 NJEIT Project Account
Total: \$1,455.00


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelahr | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|--------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 74-2018

Date: July 16, 2018

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE
INCENTIVE PAYMENTS TO SUPERVISORY EMPLOYEES**

WHEREAS, the Authority encourages all employees to obtain licenses and pursue trades that benefit the Authority; and

WHEREAS, five supervisory employees possess licenses that confer benefits on the Authority; and

WHEREAS, three supervisory employees have provided services to the Authority in a skilled trade; and

WHEREAS, the Authority's Superintendent has recommended license incentive and stipend payments for all of the supervisory employees referenced above; and

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to pay Nicholas Fabbriatore a license incentive of \$4,500 for holding a S2/C4 license.
3. The Authority is hereby authorized to pay Angelo DiPaola a license incentive of \$3,750 for holding a S2/C3 license.
4. The Authority is hereby authorized to pay Alexander Lerch a license incentive of \$1,500 for holding a S1/C1 license.
5. The Authority is hereby authorized to pay Robert Genetelli a license incentive of \$6,000 for holding a S4/C4 license.
6. The Authority is hereby authorized to pay Edwin Walker a license incentive of \$2,250 for holding a C3 license.
7. The Authority is hereby authorized to pay William Eletto a trade stipend of \$1,000 for his Backflow Preventer Certification.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 74-2018

Date: July 16, 2018

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE INCENTIVE PAYMENTS TO SUPERVISORY EMPLOYEES

- 8. The Authority is hereby authorized to pay Angelo DiPaola a trade stipend of \$1,000 for his Backflow Preventer Certification.
- 9. The Authority is hereby authorized to pay Andrew Agugliaro a stipend of \$1,000 for his PACP certification and TV camera truck service.
- 10. This Resolution shall be effective immediately.

ADOPTED: July 16, 2018

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 July 16, 2018.


MICHAEL KASPARIAN
CHAIRMAN


ALISON GORDON
SECRETARY

| | Bonagura | Chewcaskie | Gabbert | Lo Iacono | Kelaher | Plumley | Kasparian |
|----------|----------|------------|---------|-----------|---------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |
| Recuse | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 75-2018

Date: July 16, 2018

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT

WHEREAS, various non-supervisory employees of the Northwest Bergen County Utilities Authority (“Authority”) are organized into a collective bargaining unit known as the Northwest Bergen County Utilities Authority Non-Supervisory Employees Group (“Group”); and

WHEREAS, the Authority and the Group have negotiated a successor collective bargaining agreement; and

WHEREAS, the Authority and the Group have negotiated such a successor agreement for the period of July 1, 2018 through December 31, 2022, and have reduced such agreement to writing, which requires execution by the appropriate Authority official; and

WHEREAS, the Group has ratified said agreement and the Authority’s Executive Director and General Counsel have recommended the adoption of same by the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Authority’s Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority’s Governing Body ratifies the collective bargaining agreement between the Authority and the Group for the period of July 1, 2018 through December 31, 2022.
3. The Authority’s Executive Director and/or his designee are authorized to execute any such documents, and undertake such other tasks that are reasonably required to execute said collective bargaining agreement on behalf of the Authority.
4. This Resolution shall be effective immediately.

ADOPTED: July 16, 2018

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 75-2018

Date: July 16, 2018

RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT

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 July 16, 2018.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelaher | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|---------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Alan Madoff on behalf of the Township of Wyckoff (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at 424 Colony Court in the Township of Wyckoff (hereinafter referred to as the “Project”); and

WHEREAS, the Project proposes to provide sanitary sewer service to one (1) proposed single family dwelling in the Township of Wyckoff; and

WHEREAS, finding that when completed, the average daily flow from the Project will be 300 gallons per day (gpd) and one (1) additional residential EDU will become tributary to the Authority’s system from the Township of Wyckoff.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Alan Madoff on behalf of the Township of Wyckoff for a proposed sanitary sewer extension to be located at 424 Colony Court in the Township of Wyckoff be approved contingent upon review by the Authority’s Technical Advisor and further upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Township of Wyckoff;
2. The installation of the sewers and appurtenances be inspected and approved by the Township of Wyckoff;
3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereover.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

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 July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Lo Iacono | Kelaher | Plumley | Kasparian |
|----------|----------|------------|---------|-----------|---------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |
| Recuse | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 77-2018

Date: July 16, 2018

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT RELATED TO PLANNING, DESIGN, BIDDING, CONTRACT ADMINISTRATION AND RESIDENT INSPECTION

WHEREAS, the Northwest Bergen County Utilities Authority (hereinafter the “Authroity”) requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the planning and design, bidding, contract administration and resident inspection for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation – Contract No. 284 (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., 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, T&M Associates, the Authority’s current Engineer has developed the attached proposal to perform these services and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$54,000; and

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

WHEREAS, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2018 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

WHEREAS, prior to hiring T&M Associates as Authority Engineer, the Authority published a Request for Qualifications (“RFQ”) in its official newspaper on January 12, 2018, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, ten (10) responses were received; and

WHEREAS, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 20, 2018 Commissioners’ Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 77-2018

Date: July 16, 2018

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE PROFESSIONAL SERVICES REQUIRED FOR THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT RELATED TO PLANNING, DESIGN, BIDDING, CONTRACT ADMINISTRATION AND RESIDENT INSPECTION

Bergen County Utilities Authority, as follows:

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation – Contract No. 284.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify that this is a true copy of a resolution adopted by the 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 July 16, 2018.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelahr | Lo Iacono | 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:

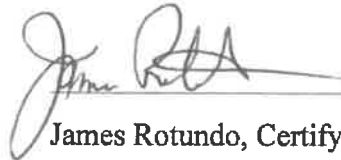
CONTRACT: Professional Services – Engineering related Ho-Ho-Kus Trunk Sewer East
Interceptor Rehabilitation – Contract No. 284

VENDOR: T&M Associates

AMOUNT: \$54,000

ACCOUNT NO.: 7000-6620

Date: 7/16/2018


James Rotundo, Certifying Finance Officer

**PLANNING, DESIGN AND
ENGINEERING AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2018, by and between:
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ,
with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ
hereinafter referred to as the "OWNER,"

AND

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

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with planning, design, bidding, contract administration and resident inspection for the HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION – CONTRACT #284 (Project No. S340700-18), hereinafter referred to as the "PROJECT" in the sewer service area for the OWNER; and

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

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

SECTION A – ENGINEERING SERVICES

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

consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Planning and Design

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

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

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

1.1.4 The ENGINEER shall prepare design documents for the rehabilitation of a section of interceptor sewer along the Trunk Sewer East Interceptor from manhole 6 to manhole 4A in the Borough of Ho-Ho-Kus. The existing interceptor main will be evaluated using closed circuit television technology as needed to determine the best method for rehabilitation.

1.1.5 Once the method of rehabilitation has been selected, the ENGINEER shall prepare construction drawings and specifications outlining the proposed work. Specifications will include the requisite NJDEP and Office of Equal Opportunity (OEO) language in accordance with the funding program guidelines.

1.1.6 The ENGINEER will coordinate with adjacent property owners to facilitate the work during construction and obtain the necessary temporary easements for access and construction.

1.1.7 The ENGINEER shall provide the OWNER with a draft copy of the construction drawings, specifications and cost estimate for review and comment. A final review meeting will be coordinated, and all comments provided by the NJDEP and the OWNER will be addressed prior to finalizing the documents for bidding purposes.

1.1.8 This Agreement calls for a total of **120** man-hours to be provided for planning and design services.

1.2 Bidding, Contract Administration and Resident Inspection

1.2.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER five sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.2.2 The ENGINEER will respond to inquiries from prospective bidders and issue addendums or clarifications as needed during bidding of the project in response to formal inquiries submitted to the OWNER and ENGINEER.

1.2.3 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.2.5 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.2.6 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to perform the work in accordance with the Contract Documents. During such visits and on the

basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

1.2.7 Whenever the ENGINEER considers it is necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testing of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.2.8 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.2.9 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.2.10 The ENGINEER shall supply sufficient resident inspector(s) on a full-time/part-time basis for each work phase of the project to perform field inspection of the construction work. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.2.11 The ENGINEER shall supply sufficient technical personnel to perform the required office engineering services for contract administration.

1.2.12 This Agreement calls for a total of **137** man-hours to be provided for bidding,

inspection and contract administration services.

1.2.13 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.2.14 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of reproducible prints of the Record Drawings will be furnished to the OWNER.

1.2.15 If applicable, the ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

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

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

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

2.1.3 All professional services outlined in Section 1 herein, dealing with the planning, design, bidding and construction portion of the work, will be compensated and billed monthly based hourly rates listed in the approved billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. The total estimated budget for all services covered under this agreement is **\$54,000.00**. This includes \$26,500.00 for planning and design and \$27,500.00 for bidding, construction administration and field inspection services covered under this agreement. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this

Agreement and shall terminate 12 months after completion of construction.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

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

3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

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

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

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

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

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

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

SECTION 5 – GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and

ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

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

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

OWNER:

ENGINEER:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

T&M ASSOCIATES

Name:
Title:
Date:

Name:
Title:
Date:

ATTEST:

ATTEST:

Name:
Date:

Name:
Date:

New Jersey Department of Environmental Protection

LP-11 AFFIDAVIT FOR PROFESSIONAL SERVICES

I, Howard Hurwitz, Executive Director the undersigned authorized representative of the Norhwest Bergen County Utilities Authority the applicant for

(check one)

New Jersey Environmental Infrastructure Financing Program – (Fund/Trust Loans) pursuant to N.J.A.C. 7:22-3 and 7:22-4

Sewage Infrastructure Improvement Act - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2, and 6

Interconnection/Cross Connection Abatement Account - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-1, 2 and 7

Pinelands Infrastructure Trust Fund - (Grant/Loan) pursuant to N.J.A.C. 7:22-6 being duly sworn according to law, upon my oath deposes and attests that:

1. The applicant has selected the following firm to provide Professional Services:

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas C. Rotonda, P.E.

Further, the selection of the above referenced firm has been made in accordance with the State of New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other procurement laws. (NOTE: if an alternative procurement law is involved, please cite the law below, which may include the Privatization Act, N.J.S.A. 58:27-1 et seq., or the Solid Waste Management Act's contracting provisions at N.J .S.A. 13:1E-155 through 168 as well as applicable provisions of state rules or requirements thereof.)

The selected firm will perform the following services:

Planning, design, bidding, construction administration and field inspection services associated with the proposed improvements to the existing Trunk Sewer East interceptor main.

for Project No. S340700-18 described as (include a brief description of the project):

The proposed project includes slip lining of an existing interceptor main between MH#6 and MH#4A of the Trunk Sewer East Interceptor located in the Borough of Ho-Ho-Kus. Work will include excavation of two access pits, slip lining of approximately 650 LF of 30" pipe and site restoration once all work is completed.

at a compensation amount not to exceed \$ 54,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.

3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.

4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

The fore going statements made by me are true and the attached copies of documents are true and correct copies of records maintained by the applicant.

Date

Signature of Authorized Representative

Howard Hurwitz

Name of Authorized Representative (typed)

Executive Director

Title of Authorized Representative (typed)

Sworn to and subscribed before me this

____ day of _____ 20 _____

Signature

NOTARY PUBLIC SEAL

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 79-2018

Date: July 16, 2018

AWARD BID – 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 June 7, 2018 for the furnishing and delivery of magnesium hydroxide slurry for a period of two (2) years; and

WHEREAS, on June 28, 2018, 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 \$0.2096 per wet 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 Superintendent 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, the Commissioners of the Northwest Bergen County Utilities Authority have determined it is in the best interest of the Authority to accept the bid of Premier for the furnishing and delivery of magnesium hydroxide slurry in the amount of \$0.2096 per wet pound.

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 \$0.2096 per wet pound for the furnishing and delivery of magnesium hydroxide slurry be and is hereby accepted.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 79-2018

Date: July 16, 2018

AWARD BID – MAGNESIUM HYDROXIDE SLURRY

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.
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.

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 July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelaheer | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|----------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | . | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 80-2018

Date: July 16, 2018

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, on or about June 11, 2018 the Superintendent of 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

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 program in place and enforced at the Authority, and for Valley Medical Group of Paramus to be retained in this regard effective July 1, 2018 to July, 2020.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 80-2018

Date: July 16, 2018

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, 2018 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses as well as other Authority employees.

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 July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelaher | Lo Iacono | 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 professional AUTHORITY having its principal place of business at 15 Essex Road, Ste 506, Paramus, NJ 07652 and NW BERGEN UTILITIES AUTHORITY (NON DOT). ("AUTHORITY"), an AUTHORITY having its address at 30 Wyckoff Avenue, Waldwick, New Jersey 07463 on this date of July 1, 2018 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, 2018, and terminating on July 1, 2020, 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:

With a copy to:

Paul Gresko
Director of OHS

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: 5/29/18

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.**



Signature

05-25-18

Date

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 81-2018

Date: July 16, 2018

**RESOLUTION AUTHORIZING THE USE OF
SOURCEWELL NATIONAL COOPERATIVE**

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units, including the Northwest Bergen County Utilities Authority, to make purchases and contract for services through the use of nationally recognized and accepted Cooperative Purchasing Agreements that have been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey or within any other state; and

WHEREAS, the Northwest Bergen County Utilities Authority has determined that the use of Cooperative Purchasing Agreements may result in significant cost savings and is desirous of joining and participating in a national cooperative called Sourcewell National Cooperative; and

WHEREAS, Sourcewell is established as a public agency and serves agencies across the United States and Canada as a municipal contracting agency; and

WHEREAS, Sourcewell operates under the enabling authority of Minnesota Statute 123A.21; and

WHEREAS, the Northwest Bergen County Utilities Authority desires to become a member of Sourcewell for the purposes of purchasing goods and/or services through a procurement process that is more efficient and provides a cost savings to the Northwest Bergen County Utilities Authority;

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

1. The Authority is hereby authorized to enter into an agreement with Sourcewell National Cooperative.
2. The Executive Director, or his designee, be and hereby is authorized to execute any such documents in connection with joining and participating in Sourcewell.
3. The Northwest Bergen County Utilities Authority shall be responsible for ensuring that all goods and/or services procured through Sourcewell National Cooperative 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. 81-2018

Date: July 16, 2018

**RESOLUTION AUTHORIZING THE USE OF
SOURCEWELL NATIONAL COOPERATIVE**

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 July 16, 2018.


SECRETARY


CHAIRMAN

DATED: July 16, 2018

| | Bonagura | Chewcaskie | Gabbert | Kelaher | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|---------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 82-2018

Date: July 16, 2018

RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH CHAVOND BARRY ENGINEERING CORP. TO PROVIDE ENGINEERING SERVICES

WHEREAS, by Resolution No. 16-2018, 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 12, 2018; and

WHEREAS, by Resolution No. 24-2018 (the “Original Resolution”) dated February 20, 2018, the Authority retained Chavond Barry Engineering Corp. (the “Engineering Firm”) to provide engineering services related to general incinerator advice and the Authority and Engineering Firm entered into a professional services agreement (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the Engineering Firm’s compensation to be capped at \$70,000; and

WHEREAS, the Engineering Firm has submitted to the Authority a cost proposal for the purchasing of IDI Incinerator Tuyeres in the amount of \$42,325; 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 be amended to increase the not to exceed amount to \$112,325 for general engineering services related to 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. 82-2018

Date: July 16, 2018

RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH CHAVOND BARRY ENGINEERING CORP. TO PROVIDE ENGINEERING SERVICES

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 July 16, 2018.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelahr | Lo Iacono | 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:

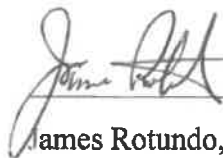
CONTRACT: Professional Services – Engineering related to Incineration Advice

VENDOR: Chavond Barry Engineering Corp.

AMOUNT: \$42,325

ACCOUNT NO.: 7000-6610

Date: 7/13/2018



James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2018

Date: July 16, 2018

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
NJEIFP LOAN NO. S340700-18**

WHEREAS, the Northwest Bergen County Utilities Authority intends to file a loan application with the New Jersey Department of Environmental Protection and the New Jersey Infrastructure Bank for the Authority's Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project:

The proposed project includes rehabilitation of two (2) sewer sections of the Trunk Sewer East interceptor located in an easement area that runs parallel to Franklin Turnpike from Stone Ridge Lane to just south of Rosencrantz Place in the Borough of Ho-Ho-Kus. Work includes cleaning and slip lining approximately 675 lineal feet (LF) of 30" RCP sanitary sewer pipe and miscellaneous site improvements to restore the project site to its original condition. Additionally, as part of the finance application, the Authority proposes to purchase an automated and portable manhole scanner and operating system, the CleverScan Scanning System by Envirosight; a mobile mounted sewer camera; and a truck mounted combination sewer cleaner.

NOW, THEREFORE BE IT RESOLVED, that Howard Hurwitz, Executive Director, be authorized to act as the Authorized Representative to represent the Authority in all matters relating to the project undertaken pursuant to the above referenced New Jersey Environmental Infrastructure Loan to be executed with the New Jersey Department of Environmental Protection and the New Jersey Infrastructure Bank. The Authorized Representative may be contacted at:

Northwest Bergen County Utilities Authority
30 Wyckoff Avenue at Authority Drive
Waldwick, NJ 07463-0255
(201) 447-2660

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2018

Date: July 16, 2018

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
NJEIFP LOAN NO. S340700-18**

I do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by Northwest Bergen County Utilities Authority at a meeting duly held on the following date: Monday, July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelاهر | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|--------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2018

Date: July 16, 2018

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires that each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the Authority have familiarized themselves with the contents of the above-referenced enforcement guidance and with their Authority's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the Authority attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Northwest Bergen County Utilities Authority of the County of Bergen hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the Authority's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Secretary to cause to be maintained and available for inspection a certified copy of this Resolution and the required affidavit to show evidence of said compliance.

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 July 16, 2018.

Handwritten signature of Alison Gordon, Secretary

Handwritten signature of Michael Kasparian, Chairman

Table with 8 columns (Bonagura, Chewcaskie, Gabbert, Kelaher, Lo Iacono, Plumley, Kasparian) and 6 rows (Offered, Seconded, Aye, Nay, Absent, Abstain) showing voting results with checkmarks.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2018

Date: July 16, 2018

AUTHORIZATION FOR PAYMENT OF BILLS FOR AUGUST 2018

WHEREAS, it has been determined by the Commissioners of the Northwest Bergen County Utilities Authority (the "Authority") that no meetings of the Commissioners will be held during the month of August, 2018; and

WHEREAS, the Authority's bills are approved for payment at its monthly meeting and the Authority has a need to provide for the consistent and regular payment of its bills for the month of August; and

WHEREAS, the Commissioners wish to provide a mechanism for the payment of August bills as set forth below.

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

1. The Executive Director and Administrative Assistant are directed to prepare the bill list (including but not necessarily limited to payroll, tax deposits, health benefits contributions, dental benefits, PERS and Contributory Insurance, DCRP contributions, operating account, general improvement account and the 2015 Wastewater Trust account) in the ordinary course for payment and circulate such list to each Commissioner by August 6, 2018; and
2. Unless any Commissioner has an objection to a specific payment or requires further discussion on payment of a bill(s), then such bill(s) shall be excluded from payment and the Commissioners authorize payment of the remainder bills on or after August 13, 2018.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2018

Date: July 16, 2018

AUTHORIZATION FOR PAYMENT OF BILLS FOR AUGUST 2018

It is hereby certified that this is a true copy of a Resolution adopted by the Northwest Bergen Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a meeting held on July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelaheer | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|----------|-----------|---------|-----------|
| Offered | | | ✓ | | | | |
| Seconded | ✓ | | | | | | |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |
| Recuse | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 86 -2018

Date: July 16, 2018

EXTENSION OF APPOINTMENT OF EXECUTIVE DIRECTOR

WHEREAS, Due to the impending end of the Authority Executive Director's contract term as Executive Director; and

WHEREAS, the Authority is desirous of continuing the services of the present Executive Director Howard Hurwitz for a temporary period until a replacement Executive Director is named; and

WHEREAS, Howard Hurwitz is agreeable to serving in a temporary capacity for up to ninety (90) days until a replacement Executive Director is named; and

NOW, THEREFORE BE IT RESOLVED, Howard Hurwitz, Executive Director of the Northwest Bergen County Utilities Authority, shall have his employment agreement and appointment as Authority Executive Director be extended upon the same terms and conditions as present terms for a period of up to 90 days effective from the expiration of the current appointment resolution, August 1, 2018; and

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 public meeting held on July 16, 2018.


SECRETARY


CHAIRMAN

| | Bonagura | Chewcaskie | Gabbert | Kelaher | Lo Iacono | Plumley | Kasparian |
|----------|----------|------------|---------|---------|-----------|---------|-----------|
| Offered | ✓ | | | | | | |
| Seconded | | | | | | | ✓ |
| Aye | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | |
| Absent | | ✓ | | | | | |
| Abstain | | | | | | | |