

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 119-2018

Date: December 11, 2018

**RESOLUTION AUTHORIZING AGREEMENT FOR ACCEPTANCE OF SLUDGE
FROM, SUEZ WATER OF NEW JERSEY, INC.**

WHEREAS, Suez Water of New Jersey, Inc. ("Suez") is a major sewage hauler that has entered into an agreement to purchase sewage treatment facilities located in West Milford, New Jersey; and

WHEREAS, Suez has proposed to enter into an agreement with the Northwest Bergen County Utilities Authority ("Authority") to accept the sludge from the Suez facilities pursuant to certain terms and conditions; and

WHEREAS, the Authority and its professionals have reviewed the proposal of Suez and has determined that it is in the Authority's best interests to enter into the attached three (3) year agreement with Suez.

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

1. The Chairman, Vice Chairman or Executive Director of the Authority is authorized to execute the attached Agreement with Suez, whereby the Authority will accept waste hauled by Suez.

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; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

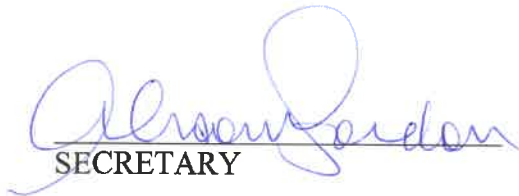
No. 119-2018

Date: December 11, 2018

RESOLUTION AUTHORIZING AGREEMENT FOR ACCEPTANCE OF SLUDGE FROM, SUEZ WATER OF NEW JERSEY, INC.

3. 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 December 11, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Duch	Kelahr	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

SLUDGE DISPOSAL AGREEMENT

This Agreement is entered into on the _____ day of _____ 2018 between Northwest Bergen County Utilities Authority (hereinafter "NBCUA") and Suez Water of New Jersey Inc. (Suez).

ACCEPTANCE OF SLUDGE

1. For the period October 1, 2018 to September 30, 2021 NBCUA ("Initial Term") agrees to accept sludge delivered to NBCUA by Suez generated at the Arlington Hills STP, Bald Eagle Commons STP, West Milford NJ and the six (6) West Milford MUA sewage treatment facilities. The West Milford MUA sewage treatment facilities are as follows:

- West Milford Olde Milford STP (Facility/PI No. 47077)
- West Milford Highview Acres STP (Facility/PI No. 47078)
- West Milford Crescent Park STP (Facility/PI No. 47075)
- West Milford Bald Eagle Village STP (Facility/PI No. 46105)
- West Milford Awosting STP (Facility/PI No. 47076)
- West Milford Birch Hill STP (Facility/PI No. 47079)

Deliveries from the Suez Arlington Hills STP (Facility/PI No. 46076) and the Suez Bald Eagle Commons STP (Facility/PI No. 47192) will begin on May 10, 2019. Deliveries from other locations will begin on commencement of contract.

2. This Agreement may be renewed for successive two (2) year terms (each, a Renewal Term) by mutual written agreement of the parties hereto, executed not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.
3. The acceptance of all product by NBCUA from the Arlington Hills STP, Bald Eagle Commons STP and West Milford MUA treatment facilities is subject to all the terms, conditions and representations contained in this agreement. Each of those terms, conditions and representations is hereby agreed to be material to this agreement.
4. The times and dates for delivery of sludge will be scheduled by the plant superintendent of NBCUA on the convenience of NBCUA's operations and demand requirements, but will normally be allowed during normal work hours of 8:00 AM thru 5:00 PM Monday thru Friday and 8:30 AM thru 4:00 pm Saturday thru Sunday.

5. Suez shall not deliver to NBCUA for acceptance, and NBCUA shall not be required by this agreement to accept delivery of sludge containing an excess of 12% solids.
6. Suez represents, warrants and agrees that it shall deliver to NBCUA only sludge originating from the treatment facilities of Arlington Hills STP, Bald Eagle STP and West Milford MUA sewage treatment facilities and of domestic origin. Upon each delivery to NBCUA Suez shall execute a certification attesting to the specific source of the sludge contained in that delivery.
7. Each load of sludge delivered by Suez to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW's and any applicable NBCUA local limits as set forth in NBCUA's Rules and Regulations.
8. For purposes of odor control, when requested by NBCUA, Suez shall treat each load of septage delivered to NBCUA with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of sludge.
9. Suez represents and warrants that it has received and possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling, and disposal at NBCUA, of septage to be delivered pursuant to this agreement. (Enclose copies of permits or letter listing permit numbers, including NJDEP Form R).

PAYMENT

10. Suez agrees to pay to NBCUA for NBCUA's acceptance of sludge, the rate of three (3) cents per gallon
11. Suez shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon thirty (30) days from receipt of same. In addition to all other remedies provided by law and this contract, if any bill remains unpaid for an excess of seven days interest shall be charged at the rate of 1 ½ % per month from the date of the bill.

INDEMNITY, HOLD HARMLESS AND INSURANCE

12. (a) Suez agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be

had, brought, or recovered by reason of bodily injury, personal injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of Suez and/or its agents, servants, or employees, servants or sub-contractors, and/or its agents, employees or sub-contractors.

(b) Nothing set forth herein shall be deemed to waive or limit rights or remedies of Suez under common law or applicable laws, rules, orders, common law, indemnity, contribution, or impleader.

13. Suez shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;

a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.

b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.

c) Workers Compensation Insurance, statutory limits.

d) Pollution Liability Insurance for both first party and third-party claims, must be provided with minimum \$1,000,000 limit.

14. Suez shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as "Additional Insured". Additional Insured status must be primary and non-contributory.

CANCELLATION OF AGREEMENT

15. NBCUA shall have the right to cancel, terminate and/or suspend this agreement, prior to the termination date set forth in paragraph 1, upon providing sixty (60) days' prior written notice of the intent to cancel, terminate and/or suspend to SUEZ.

16. In the event of any breach of any of the terms, conditions, representations or warranties of this agreement by Suez, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this agreement.

17. NBCUA shall have the right, even in the absence of a breach by Suez, and in addition to any other remedies provided by law, to immediately cancel or suspend this agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities with whom NBCUA has a service agreement for the treatment of sewage (hereinafter "participating municipalities"). Suez acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of sludge, threatens, impairs or in any way effects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

BY: _____
James Rotundo, Executive Director

DATE _____

SUEZ Water New Jersey Inc.

BY: _____
Mark McKoy, VP & General Manager

DATE: _____

NORTHWEST BERGEN COUNTY UTILITES AUTHORITY

RESOLUTION

No. 120-2018

Date: December 11, 2018

2019 ADOPTED BUDGET RESOLUTION

FISCAL YEAR: FROM: JAN. 1, 2019 TO: DEC. 31, 2019

WHEREAS, the Annual Budget and Capital Budget/Program for the Northwest Bergen County Utilities Authority for the fiscal year beginning January 1, 2019 and ending, December 31, 2019 has been presented for adoption before the governing body of the Northwest Bergen County Utilities Authority at its open public meeting of December 11, 2018; 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 \$14,246,938, Total Appropriations, including any Accumulated Deficit if any, of \$14,246,938 and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$11,397,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0; and Total Renewal and Replacement Reserve planned to be utilized as funding thereof, of \$660,000; and Total Debt Authorization planned to be utilized as funding thereof, of \$10,737,000;and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Northwest Bergen County Utilities Authority, at an open public meeting held on December 11, 2018 that the Annual Budget and Capital Budget/Program of the Northwest Bergen County Utilities Authority for the fiscal year beginning, January 1, 2019 and, ending, December 31, 2019 is hereby adopted and shall constitute appropriations for the purposes stated; and

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.

BE IT FURTHER RESOLVED, that the Secretary be and she hereby is authorized and directed to file copies of said Annual Budget with the Trustee, the Consulting Engineer and the participants all in accordance with Section 718 of the General Bond Resolution adopted December 19, 1972, as amended, or such other bond documents as may be applicable, and the Service Contract.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 121-2018

Date: December 11, 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 November 2018 and Health Benefits and Dental Benefits transfers for December 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 December 11, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$277,473.06

ACCOUNT: Tax Deposit Account
Total: \$112,542.77

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$113,926.01

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,522.11

ACCOUNT: Dental Benefits
Total Transfer: \$4,119.82

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 121-2018

Date: December 11, 2018

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

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$33,253.46

ACCOUNT: Operating Account
Total: \$418,631.45

ACCOUNT: General Improvement Account
Total: \$614,972.01


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Duch	Kelاهر	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 125-2018

DATE: DECEMBER 11, 2018

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (“NBCUA”) AND THE BOROUGH OF OAKLAND (“OAKLAND”) PROVIDING FOR AN AGREEMENT BY THE NBCUA TO ACCEPT SEWAGE FLOW FROM OAKLAND AND DESCRIBING THE IMPLEMENTATION OF SAME.

WHEREAS, the Borough of Oakland and the Northwest Bergen County Utilities Authority, pursuant to the Uniformed 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 in empowered to provide or receive within its own jurisdiction; and

WHEREAS, Oakland and the NBCUA have discussed an agreement whereby Oakland would convert three (3) Borough owned waste water treatment plants (“WTPs”) to pump stations/force mains and to commence the build-out of a system of collateral and collecting sewers, pumping stations, ejector stations, force-mains and appurtenances to collect and dispose of sanitary and other waste waters arising within the boundaries of Oakland and to be received and serviced by the NBCUA (the “Agreement”); and

WHEREAS, the parties have agreed to seek the needed regulatory approvals to accomplish the construction of the collection system components required in order to build-out the collection system to connect Oakland to the NBCUA treatment facility; and

WHEREAS, Oakland has indicated it is desirous of acquiring and securing an allocation of 300,000 gallons per day (“GPD”) of its waste water flow to the NBCUA and to pay the connection fees as required by the NBCUA and secure the connection permits therefore; and

WHEREAS, the NBCUA has agreed to accept 300,000 gallons per day (“GPD”) from Oakland and will permit Oakland to pay a connection fee at the present value covering the 300,000 GPDs payable in equal annual payments of Two Hundred Eighty-Eight Thousand One Hundred Fifty (\$288,150.00) Dollars over each year of the twenty (20) year term of the anticipated agreement, to be paid in accordance with the Agreement; and

WHEREAS, the present value of the connection fee is presently set at Nineteen and 21/100 (\$19.21) Dollars per gallon per day, so that the connection fee for the complete plan would result a

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 125-2018

DATE: DECEMBER 11, 2018

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (“NBCUA”) AND THE BOROUGH OF OAKLAND (“OAKLAND”) PROVIDING FOR AN AGREEMENT BY THE NBCUA TO ACCEPT SEWAGE FLOW FROM OAKLAND AND DESCRIBING THE IMPLEMENTATION OF SAME.

connection fee of Five Million Seven Hundred Sixty-Three Thousand and 00/100 (\$5,763,000.00) Dollars less any statutory off-set for affordable housing units that may be included in the Oakland Waste Water Treatment allocation; and

WHEREAS, Oakland shall be required to provide continuing records of all connections made to the system and will complete all required connection applications to ensure that the 300,000 GPDs in connections to be covered by the Agreement are not exceeded; and

WHEREAS, the NBCUA shall require that Oakland pay any annual service charges based on the volume of the material discharged to the NBCUA at a rate that shall be not less than any municipal member of the NBCUA who is assessed in any calendar year; and

WHEREAS, Oakland shall conform to all rules and regulations adopted by the NBCUA regarding design and construction of all sewer collection systems and as to the quality of discharge to the NBCUA; and

WHEREAS, the parties shall provide and incorporate a schedule of build-out of Oakland’s collection system and a schedule to receive approvals from the various agencies having jurisdiction over the Waste Water Management Plan (“WMP”) and the Water Use and Conservation Management Plan (“WUCMP”) as well as any other required jurisdictions; and

WHEREAS, a Memorandum of Agreement between the NBCUA and Oakland is intended to be entered into between the Parties (hereinafter referred to as (“MOA”) which shall be presented to the NBCUA’s Commissioners for approval; and

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

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

1. The NBCUA hereby finds and determines that it is advisable that the NBCUA enter into the MOA with Oakland incorporating a substantially the terms presented herein.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No.126-2018

Date: December 11, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT
WITH MEYERSON, FOX, MANCINELLI & CONTE, PA TO PROVIDE
GENERAL COUNSEL LEGAL SERVICES**

WHEREAS, by Resolution No. 15-2018, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform legal 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. 20-2018 (the “ Original Resolution”) dated February 20, 2018, the Authority retained Meyerson, Fox, Mancinelli & Conte, PA (the “Firm”) to provide general counsel legal services and the Authority and Firm entered into a professional services agreement (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the Firm’s compensation to be capped at \$70,000 and in the event the Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

WHEREAS, the Firm has submitted to the Authority a request dated December 4, 2018 to increase the not to exceed cost by \$25,000 due to numerous legal matters outstanding; and

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

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

1. The Original Resolution and the Professional Services Agreement with Meyerson, Fox, Mancinelli & Conte, PA be amended to increase the not to exceed amount to \$95,000 for general counsel legal services.
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.126-2018

Date: December 11, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT
WITH MEYERSON, FOX, MANCINELLI & CONTE, PA TO PROVIDE
GENERAL COUNSEL LEGAL 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 December 11, 2018.


ALISON GORDON
SECRETARY


MICHAEL KASPARIAN
CHAIRMAN

Recorded Vote:

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

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

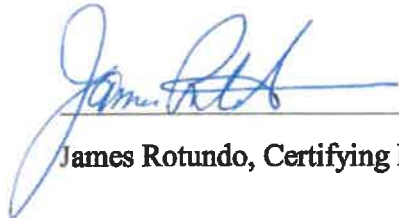
CONTRACT: General Counsel Legal Services

VENDOR: Meyerson, Fox, Mancinelli & Conte, PA

AMOUNT: \$25,000

ACCOUNT NO.: 2100-4020

Date: December 7, 2018



James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 127-2018

Date: December 11, 2018

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

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

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

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Westwood (the "Borough") had entered into an Interlocal Service Agreement on December 17, 2013 with a commencement date of January 1, 2014 and a termination date of December 31, 2018 for the services of monthly monitoring of the Borough's three (3) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year; and

WHEREAS, the Borough has adopted its Resolution No. 18-319 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

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

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Westwood for a duration of two (2) years for the services of monthly monitoring of the Borough's three (3) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year.
2. The Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Westwood annexed hereto and made a part thereof.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

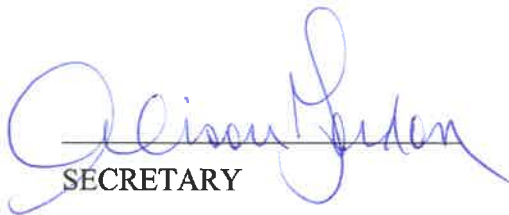
RESOLUTION

No. 127-2018

Date: December 11, 2018

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

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 December 11, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

SHARED SERVICES AGREEMENT

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

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

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

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

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

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

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

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


1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Westwood and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be January 1, 2019.

3. The NBCUA shall provide the following services to the Borough of Westwood:
 - A. The NBCUA shall perform monthly monitoring of Westwood's three (3) wastewater pump stations.
 - B. Perform repairs, corrective action and respond to pump station alarms during business hours, as directed by Westwood. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
 - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to the Borough of Westwood, pursuant to Paragraph 3 above the Borough of Westwood shall pay the NBCUA four (4) equal installments of \$1,750.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$7,000. The rate of compensation paid by the Borough of Westwood to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2019 \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours and in 2020 shall be \$88.50 per man hour for business hours and \$110.61 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NBCUA for each request for services from the Borough.
5. The NBCUA shall provide the Borough of Westwood with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by the Borough of Westwood within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NBCUA for the NBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Westwood. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.

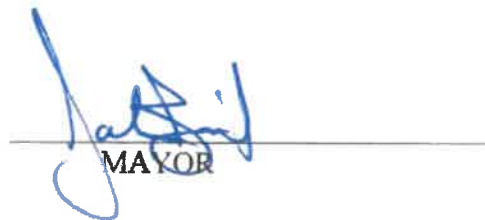
9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
10. The NBCUA will provide a certificate of insurance designating Borough of Westwood as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Westwood assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Westwood, its agents, servants or employees.
12. The effective date of this Agreement shall be January 1, 2019 and the expiration date shall be December 31, 2020, unless the agreement is terminated pursuant to paragraph 6 above.
13. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:



BOROUGH OF WESTWOOD



MAYOR

ATTEST:

NORHWEST BERGEN COUNTY
UTILITIES AUTHORITY

CHAIRMAN

RESOLUTION

**MAYOR AND COUNCIL OF THE
BOROUGH OF WESTWOOD**

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

RESOLUTION: 18-319

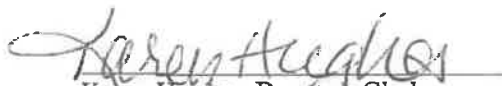
WHEREAS an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for pump station inspections has been utilized by the Borough since 2009, and

WHEREAS the DPW Superintendent recommends to continue this service, and

WHEREAS a two year agreement has been proposed in the amount \$7,000. per year for monthly inspections of the Borough's wastewater pump stations, and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Westwood hereby authorize the Mayor and Borough Clerk to execute an Interlocal Services Agreement with the Northwest Bergen County Utilities Authority for monthly inspections of the wastewater pump stations in an amount not to exceed \$7,000. per year for two years.

Certified to be a true copy of a Resolution
adopted at a meeting of the Mayor and
Council on November 20, 2018


Karen Hughes, Borough Clerk

NAME	MOVED	SECOND	AYES	NAYS	ABSENT	ABST.
Collins			✓			
Montana			✓			
Biocchi		✓	✓			
Dell	✓		✓			
Dawson					✓	
Arroyo					✓	

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 128-2018

Date: December 11, 2018

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

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

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

WHEREAS, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Emerson (the "Borough") had entered into an Interlocal Service Agreement on December 12, 2013 with a commencement date of January 1, 2014 and a termination date of December 31, 2018 for the services of monthly monitoring of the Borough's two (2) waste water pump stations as well as the performance of repairs, corrective actions and response to pump station alarms, 24 hours a day, 365 days per year and the semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer jet-vac truck; and

WHEREAS, the Borough has adopted its Resolution No. 298-18 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

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

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

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 128-2018

Date: December 11, 2018

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

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

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 December 11, 2018.


SECRETARY


CHAIRMAN

RECORDED VOTE:

	Bonagura	Chewcaskie	Duch	Kelaheer	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

SHARED SERVICES AGREEMENT

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

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

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

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

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

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

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

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

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be January 1, 2019.
3. The NWBCUA shall provide the following services to the Borough of Emerson:
 - A. The NWBCUA shall perform monthly monitoring of Borough's two (2) wastewater pump stations.
 - B. Perform repairs, corrective action and respond to pump station alarms during non-business hours, as directed by the Borough. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.

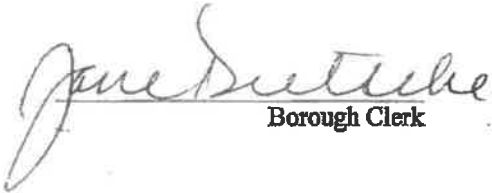
- C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
 - D. Perform semi-annual cleaning of the two (2) wastewater pump stations utilizing a sewer vac truck. Debris harvested from the pump station cleaning will be disposed of at the NWBCUA treatment facility.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Emerson, pursuant to Paragraph 3 above the Borough of Emerson shall pay the NWBCUA four (4) equal installments of \$1,150.00 on or before March 1st, June 1st, September 1st and December 1st of each year for a total annual compensation of \$4,600.00. The rate of compensation paid by the Borough of Emerson to the NWBCUA for repairs, corrective actions and responses to pump station alarms shall be in 2019 \$87.62 per man hour for business hours and \$109.51 per man hour for non-business hours and in 2020 \$88.50 per man hour for business hours and \$110.61 per man hour for non-business hours. A minimum of two (2) hours shall be billed by NWBCUA for each request for services from the Borough.
 5. The NWBCUA shall provide the Borough of Emerson with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by the Borough of Emerson within 45 days of receipt.
 6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
 7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
 8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Emerson. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
 9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
 10. The NWBCUA will provide a certificate of insurance designating Borough of Emerson as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
 11. The Borough of Emerson assumes all liability for, and agrees to indemnify and hold the NWBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Emerson, its agents, servants or employees.

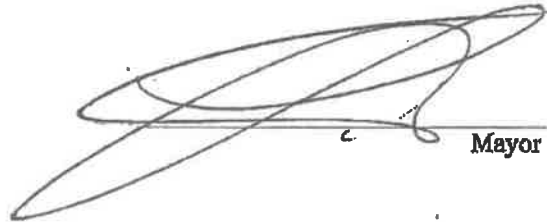
12. The effective date of this Agreement shall be January 1, 2019 and the expiration date shall be December 31, 2020.
13. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
14. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

Borough of Emerson


Borough Clerk


Mayor

Date:

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Secretary

Michael Kasparian, Chairman

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

No: 289-18

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

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

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

WHEREAS, the duration of this agreement shall be for a period of two (2) years, commencing on January 1, 2019; and

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

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

COUNCIL	M O V E D	S E C O N D E D	A Y E S	N A Y E S	A B S E N T	A B S T A I N	<p><i>I hereby certify that the above Resolution was duly adopted by the Borough of Emerson at a meeting held on December 4, 2018.</i></p> <p><i>Attest:</i></p> <p align="right"> Municipal Clerk </p>
DiPaola			X				
Bayley			X				
Wolf			X				
Knoller		X	X				
Falotico	X		X				
Downing			X				

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 129-2018

Date: December 11, 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, the Authority presently engages the services of Valley Physician Services 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; and

WHEREAS, Valley Physician Services provided the Authority with a proposed agreement to continue these same services for the calendar year 2019; and

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

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

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Physician Services to be retained in this regard effective January 1, 2019 to December 31, 2019.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 129-2018

Date: December 11, 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 Physician Services of Paramus for 2019 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

I hereby certify that this is a true copy of a resolution adopted by the 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 December 11, 2018.


SECRETARY


CHAIRMAN

Recorded Vote:

	Bonagura	Chewcaskie	Duch	Kelaher	Lo Iacono	Mongelli	Ortega	Plumley	Kasparian
Offered		✓							
Seconded									✓
Aye	✓	✓		✓	✓		✓	✓	✓
Nay									
Absent			✓			✓			
Abstain									
Recuse									

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 206, Paramus, NJ 07652 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of January 1, 2019, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

The following services are included in the per driver fee:

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

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

PROVIDER RESPONSIBILITIES

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

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

FIVE YEARS

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

TWO YEARS

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

ONE YEAR

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

Other (specify)

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

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

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

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

MUNICIPALITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

ASSIGNED RESPONSIBILITIES

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

Selection/provision of alcohol testing services MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Selection/provision of drug testing collections MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Selection/provision of drug testing laboratory services MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Random selection for drug and/or alcohol testing MUNICIPALITY _____ PROVIDER X NOT APPLICABLE _____

Other (specify): _____ MUNICIPALITY _____ PROVIDER _____ NOT APPLICABLE _____

Other (specify): _____ MUNICIPALITY _____ PROVIDER _____ NOT APPLICABLE _____

Additional:

FEES AND PAYMENT

Fees

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

FEE CHANGES

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

SIGNIFICANT CHANGES IN SERVICES PROVIDED

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

PAYMENT

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

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2019, and terminating on December 31, 2019. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

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

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

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

SEVERABILITY

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

FORCE MAJEURE

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

WAIVER

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

INDEMNIFICATION

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

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

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

GOVERNING LAW

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

ENTIRE AGREEMENT

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

JEOPARDY

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

NON-DISCRIMINATION

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

NOTICE

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

If to the VPS:

With a copy to:

Paul Gresko
Director, OHS

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

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

BINDING EFFECT: ASSIGNMENT

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

HEADINGS

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

FURTHER ASSURANCES

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

SURVIVAL


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

INSURANCE:

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

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

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

PROVIDER: <u>VPS</u>	MUNICIPALITY: <u>Northwest Bergen Utilities Authority</u>
By: <u></u>	By: _____
Title: <u>Director, OHS</u>	Title: _____
Date: <u>11/13/18</u>	Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

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

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

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

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

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

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

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

Above Fee to include:

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

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

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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



Date: November 13, 2018