

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 02-2018**

**Date: January 9, 2018**

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

**WHEREAS**, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

**WHEREAS**, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

**WHEREAS**, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of December 2017 and Health Benefits and Dental Benefits transfers for January 2018; and

**WHEREAS**, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listing on the attached reports and have found them to be in order.

**NOW, THEREFORE, BE IT RESOLVED,**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated January 9, 2018 be and they hereby are approved for payment from the proper accounts as follows:

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

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

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

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

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 02-2018**

**Date: January 9, 2018**

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

ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$35,804.71

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

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

ACCOUNT: Operating Account  
Total: \$335,020.46

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

ACCOUNT: 2015 Project Account  
Total: \$7,171.00

  
SECRETARY

  
VICE-CHAIRMAN

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



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 04-2018**

**DATE: January 9, 2018**

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**APPROVING CHANGE ORDER NO. 1 FOR  
CONTRACT #274 – WASTEWATER TREATMENT PLANT SECURITY IMPROVEMENTS**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) awarded Contract No. 274 – Wastewater Treatment Plant Security Improvements (“the Project”) to D&L Paving Contractors, Inc. (“the Contractor”) on July 25, 2017 by Resolution No. 51-2017; and

**WHEREAS**, several items of the contract have been reduced and/or increased to reflect as-built quantities as more particularly set forth in Change Order No. 1 attached hereto (“the Change Order”); and

**WHEREAS**, there was the addition of a supplemental item due to unforeseen concrete removal; and

**WHEREAS**, the Authority’s Engineer has prepared the Change Order and recommends that the Change Order be approved by the Authority; and

**WHEREAS**, the net increase in the total cost of the Project as a result of this Change Order is \$1,981; and

**WHEREAS**, the Authority’s Certifying Finance Officer has certified that funds are available for the increased cost of the project; and

**WHEREAS** the Commissioners of the Authority have determined that the Change Order should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Authority that Change Order No. 1, to Authority Contract No. 274, is approved.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 04-2018**

**DATE: January 9, 2018**

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**APPROVING CHANGE ORDER NO. 1 FOR  
CONTRACT #274 – WASTEWATER TREATMENT PLANT SECURITY IMPROVEMENTS**

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **January 9, 2018**.

  
**SECRETARY**

  
**VICE-CHAIRMAN**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaher	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 NO.:** Contract No. 274 – Wastewater Treatment Plant Security Improvements

**VENDOR:** D&L Paving Contractors, Inc.

**AMOUNT:** \$1,981.00

**ACCOUNT NO.:** 7000-6610 Capital Improvements

Date: 1/9/18

  
\_\_\_\_\_  
James Rotundo, Certifying Finance Officer

CHANGE ORDER NO. 1 (FINAL)

DATE: December 15, 2017  
PROJECT: Construction of 2017 Wastewater Treatment Plant Security Improvements  
OWNER: Northwest Bergen County Utilities Authority  
CONTRACTOR: ~~LEED~~ Paving Company *Contractors, Inc*  
D+L

**DESCRIPTION OF CHANGE:**

**REDUCTIONS:**  
Item No. 1, 8" Diameter Fixed bollards, has been reduced to reflect as-built quantities.  
Item No. 3, Beam Guide Rail Element, has been reduced to reflect as-built quantities.


**EXTRA:**  
Item No. 4, Sidewalk, 4" Thick, increase to reflect as-built quantities  
Item No. 5, Concrete Driveway, 6" Thick, increase to reflect as-built quantities

**SUPPLEMENTARY:**  
E-1; This item is amended to the contract for compensating the Contractor for loss of time on labor and equipment due to obstruction by exist retaining wall anchoring components and the removal of buried concrete that prevent the installation of the bollards at the proposed locations shown on the contract drawings

APPROVAL RECOMMENDED:  
  
Nicholas Rutonda, P.E., P.P., C.M.E, LEED-GA

ACCEPTED:  
  
D+L PAVING CONTRACTORS, INC

CONTRACTOR:  
~~LEED~~ Paving Company  
D+L

OWNER'S APPROVALS:  


NOTE: All work to be done according to Contract Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$13,030.00
B. TOTAL EXTRAS THIS C.O.	\$3,680.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$11,331.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$15,011.00	\$13,030.00
NET CHANGE THIS CHANGE ORDER	\$1,981.00	
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$15,011.00	\$13,030.00
NET CHANGE IN CONTRACT	\$1,981.00	

ORIGINAL CONTRACT BID PRICE	\$100,150.00
CHANGE ORDERS TO DATE	\$1,981.00
REVISED CONTRACT PRICE	\$102,131.00

PROJECT: Construction of 2017 Wastewater Treatment Plant Security Improvements

OWNER: Northwest Bergen County Utilities Authority

CONTRACTOR: L&D Paving Company

	ITEM NO.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
	REDUCTIONS	1	8" Diameter Fixed Bollard	3.00	UNIT	\$1,800.00
3		Beam Guide Rail Element	218.00	LF	\$35.00	\$7,630.00

A. TOTAL REDUCTIONS \$13,030.00

EXTRA	4	Sidewalk, 4" Thick	10.00	SF	\$125.00	\$1,250.00
	5	Concrete Driveway, 6" Thick	81.00	SF	\$30.00	\$2,430.00

B. TOTAL EXTRA \$3,680.00

SUPPLEMENTARY	E-1	Unforeseen Concrete Removal	1.00	LS	\$11,331.00	\$11,331.00
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C. TOTAL SUPPLEMENTARY \$11,331.00



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 05-2018**

**Date: January 9, 2018**

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

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

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

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

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

**NOW, THEREFORE, BE IT**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 05-2018**


**Date: January 9, 2018**

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

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

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

  
Secretary

  
Vice-Chairman

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



2018-2019

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

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

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

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

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

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

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

- I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Government Entity.
  
- II. TERM.** The term of this Agreement shall commence on January 1, 2018 and shall continue in accordance with the terms and conditions of this Agreement, terminating on December 31, 2019.
  
- III. TERMINATION OF AGREEMENT.**
  - A.** The BCDHS may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the GOVERNMENT ENTITY.

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

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

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

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

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

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

**XVI. OWNERSHIP OF RECORDS.**

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

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

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

**XVIII. SERVICES.**

The BCDHS agrees to provide the following services:

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

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

The Government Entity agrees to comply with the following:

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

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

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



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

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

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

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

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

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

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

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



**NORTHWEST BC UTILITIES AUTHORITY (NBCUA)**

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

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**SIGNATURES BELOW:**

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

**ATTESTING SIGNATURE:**

**AUTHORIZED SIGNATURE:**

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

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

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

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

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

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

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**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

**AUTHORIZED SIGNATURE:**

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

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

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

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

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 06-2018**

**Date: January 9, 2018**

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**RESOLUTION AMENDING AN AGREEMENT WITH CHAVOND BARRY  
ENGINEERING, CORP. TO PROVIDE ENGINEERING SERVICES**

**WHEREAS**, by Resolution No. 18-2017, 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 13, 2017; and

**WHEREAS**, by Resolution No. 28-2017 (the "Original Resolution") dated February 21, 2017, 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 \$35,000 and in the event the Engineering Firm anticipates it will exceed that amount, to seek further authorization from the Authority at such time; and

**WHEREAS**, by Resolution No. 60-2017 dated September 19, 2017 the Authority increased the not to exceed compensation to \$56,400 due to engineering services related to the IDI Incinerator's tuyere replacement; and

**WHEREAS**, the Engineering Firm has submitted a proposal dated January 5, 2018 to the Authority for additional engineering services related to general incinerator advice and Title V Operating Permit reporting requirements; and

**WHEREAS**, this additional work will cause the Engineering Firm to exceed the budget of \$56,400 for general incinerator advice and has requested the Authority increase the not to exceed amount by \$29,600 for this additional work to \$86,000; and

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

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 06-2018**

**Date: January 9, 2018**

**RESOLUTION AMENDING AN AGREEMENT WITH CHAVOND BARRY  
ENGINEERING, CORP. TO PROVIDE ENGINEERING SERVICES**

1. The Original Resolution and the Professional Services Agreement with Chavond Barry Engineering Corp. be amended to increase the not to exceed amount to \$86,000 due to the additional engineering services related to general incinerator advice and Title V Operating Permit reporting requirements.
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. I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on January 9, 2018.

  
**SECRETARY**

  
**VICE-CHAIRMAN**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaher	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:

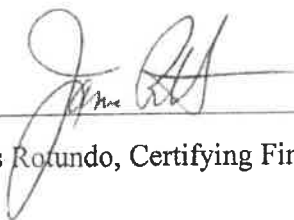
**CONTRACT NO.:** Consulting Engineer for General Incinerator Advice

**VENDOR:** Chavond Barry Engineering Corp.

**AMOUNT:** \$29,600

**ACCOUNT NO.:** 5000-6370

Date: 1/9/14

  
\_\_\_\_\_  
James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 07-2018**

**Date: January 9, 2018**

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

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

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

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Saddle River (the “Borough”) had entered into a Shared Services Agreement on January 1, 2017 with a termination date of December 31, 2017 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough’s one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

**WHEREAS**, the Borough has adopted its Resolution No. 20-18 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 one (1) year subject to the terms and conditions set forth in said agreement attached hereto.

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 07-2018

Date: January 9, 2018

AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF SADDLE RIVER

- 1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Saddle River for a duration of one (1) year to provide the services described in Paragraph 3 above; and
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 Saddle River annexed hereto and made a part thereof.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on January 9, 2018.

[Handwritten signature of Secretary]
SECRETARY

[Handwritten signature of Frank Kelaher]
VICE-CHAIRMAN

Table with 10 columns (Bonagura, Chewcaskie, Danubio, DePhillips, Gabbert, Kelaher, Lo Iacono, Plumley, Kasparian) and 6 rows (Offered, Seconded, Aye, Nay, Absent, Abstain) showing roll call vote results with checkmarks.



**SHARED SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of January, 2018 by and among:

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

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

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

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

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

WHEREAS, Saddle River has adopted a Resolution # 20-18 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

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

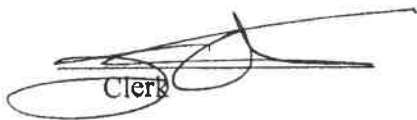
1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2018.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
  - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
  - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2050.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year for a total annual compensation of \$8,200.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$85.72 per man hour for business hours and \$107.14 per man hour for non-business hours.
  5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
  6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving 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 Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
  9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River assumes all liability for, and agrees to indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2018 and the expiration date shall be December 31, 2018, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

  
Clerk

Date: 1/3/18

ATTEST:

\_\_\_\_\_  
Alison Gordon, Secretary

Date:

BOROUGH OF SADDLE RIVER

By:

  
Mayor

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

By:

\_\_\_\_\_  
Michael Kasparian, Chairman

R# 20-18

**COUNCIL OF THE BOROUGH OF SADDLE RIVER**

Resolution Offered by Council President Jensen

Seconded by Council Member Schulstad

Date: 1/1/18


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

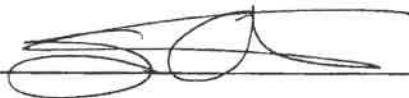
**BE IT RESOLVED** that the Council of the Borough of Saddle River authorize the Mayor to sign an Inter-local Agreement for a Licensed Sewer Operator for the Saddle River sewer pump station, at an annual fee of \$8,200.00.

**AYES      NAYS      ABSENT      ABSTAIN**

<b>Jensen, Eric, Council President</b>	x
<b>Acaster, Benjamin</b>	x
<b>Gray, Ron</b>	x
<b>Salazer, Elizabeth</b>	x
<b>Schulstad, Paul</b>	x
<b>Yates, Ron</b>	x

**Kurpis, Albert J., Mayor  
Date Passed: 1/1/18**

  
\_\_\_\_\_  
(Mayor)

  
\_\_\_\_\_  
(Borough Clerk)

CERTIFICATION  
CERTIFIED TO BE A TRUE COPY OF A RESOLUTION  
PASSED APPROVED AND ACCEPTED BY THE MAYOR  
AND COUNCIL OF THE BOROUGH OF SADDLE RIVER ON

  
\_\_\_\_\_  
JOY C. CONVERTINI  
BOROUGH CLERK