

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2021

Date: November 9, 2021

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

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

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

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of October 2021 and Health Benefits and Dental Benefits transfers for November 2021; and

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

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated November 9, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$208,269.87

ACCOUNT: Tax Deposit Account
Total: \$89,688.88

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$112,060.91

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,492.04

ACCOUNT: Dental Benefits
Total Transfer: \$4,265.65

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

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$29,719.74

ACCOUNT: Operating Account
Total: \$244,159.77

ACCOUNT: General Improvement Account
Total: \$448,777.43


SECRETARY


VICE-CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2021

Date: November 9, 2021

ADOPTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, it is the policy of the Northwest Bergen County Utilities Authority (hereinafter referred to as the "Authority") to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Authority has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

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

1. The Personnel Policies and Procedures Manual attached hereto is hereby adopted.
2. These personnel policies and procedures shall apply to all Authority officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.
3. This manual is intended to provide guidelines covering public service by Authority employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Authority.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2021

Date: November 9, 2021

ADOPTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

4. To the maximum extent permitted by law, employment practices for the Authority shall operate under the legal doctrine known as "employment at will."
5. The Executive Director and all managerial/supervisory personnel are responsible for these employment practices. The Human Resources Officer and the Authority's Labor Counsel, shall assist the Executive Director in the implementation of the policies and procedures in this manual.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.


SECRETARY


VICE-CHAIRMAN

RECORDED VOTE:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2021

Date: November 9, 2021

**AUTHORIZATION TO RENEW 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 Mahwah, 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 2022; 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, 2022 to December 31, 2022.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2021

Date: November 9, 2021

AUTHORIZATION TO RENEW 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 2022 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 Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.


SECRETARY


VICE-CHAIRMAN

Recorded Vote:

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

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 1400 MacArthur Blvd, Mahwah, NJ 07430 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of October 13, 2021, 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, 2022, and terminating on December 31, 2022. 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: VPS

MUNICIPALITY: Northwest Bergen Utilities Authority

By: 

By: _____

Title: Director, OHS

Title: _____

Date: 10/13/2021

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 26, 2019

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2021

Date: November 9, 2021

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AUTHORIZING EMERGENCY SPENDING FOR REPAIR AND REPLACEMENT OF
A PORTION OF AN EXISTING INTERCEPTOR MAIN AND VARIOUS MANHOLES
ON CHAPEL ROAD IN MAHWAH, NEW JERSEY**

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") discovered a portion of an existing interceptor main and various manholes on Chapel Road in Mahwah, New Jersey are in urgent need of repair and/or replacement; and

WHEREAS, upon inspection, the Authority's Engineer determined that an emergency repair and/or replacement of a portion of an existing interceptor main and various existing manholes on Chapel Road in Mahwah, New Jersey is necessary on an emergency basis; and

WHEREAS, the imminent collapse and failure of the existing interceptor main and various manholes on Chapel Road in Mahwah, New Jersey threatens the health, safety, and welfare of the public; and

WHEREAS, the Authority's Engineer has concluded that an emergency condition exists and has recommended that this section of Chapel Road, Mahwah, New Jersey must be repaired immediately; and

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

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to immediately solicit quotes and award an emergency contract, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq., to perform the required emergency repairs and/or replacement to the damaged interceptor main and various manholes on Chapel Road, Mahwah, New Jersey.
3. The Authority is directed to file an "Emergency Procurement Report" with the Director of the Division of Local Government Services within thirty (30) days of the award of the contract describing the circumstances pertaining to the emergency, and to comply with all other requirements set forth in N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq.
4. This Resolution shall be effective immediately.

ADOPTED: November 9, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

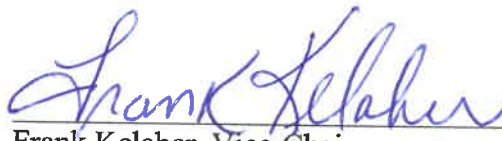
RESOLUTION

No. 91-2021

Date: November 9, 2021

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AUTHORIZING EMERGENCY SPENDING FOR REPAIR AND REPLACEMENT OF
A PORTION OF AN EXISTING INTERCEPTOR MAIN AND VARIOUS MANHOLES
ON CHAPEL ROAD IN MAHWAH, NEW JERSEY**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.


Frank Kelaher, Vice-Chairman


Alison Gordon, Secretary

Recorded Vote:

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
WIND RIVER ENVIRONMENTAL, LLC**

WHEREAS, Wind River Environmental, LLC is a major sewage hauler that has been delivering large volumes of sewage to the Northwest Bergen County Utilities Authority ("Authority") for several years; and

WHEREAS, the Authority previously entered into an agreement with Wind River Environmental, LLC while under the business name of Residual Management Services, LLC, DBA Earthcare, with an expiration date of December 31, 2021; and

WHEREAS, the Authority wishes to continue doing business with Wind River Environmental, LLC; and

WHEREAS, it is in the Authority's best interests to enter into the attached two year agreement with Wind River Environmental, LLC for the acceptance of sludge delivered to the Authority by Wind River Environmental, LLC generated at Earthcare, Beacon, New York.

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 Wind River Environmental, LLC, whereby the Authority will accept waste hauled by Wind River Environmental, LLC.
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
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.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

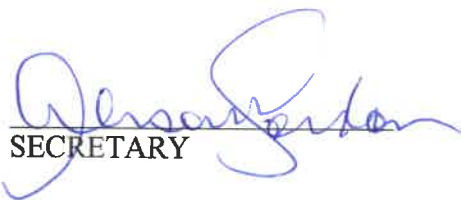
RESOLUTION

No. 92-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
WIND RIVER ENVIRONMENTAL, LLC**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.


SECRETARY


VICE-CHAIRMAN

RECORDED VOTE:

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

RECEIVED

NOV 08 2021

SLUDGE DISPOSAL AGREEMENT

NBCUA

This agreement is entered into on the ____ day of _____ 20__ between Northwest Bergen County Utilities Authority (hereinafter "NBCUA") and Residual Management Services LLC, DBA Earthcare (Earthcare).

ACCEPTANCE OF SLUDGE

1. For the period January 1, 2022 to December 31, 2023 NBCUA agrees to accept sludge delivered to NBCUA by Wind River Environmental, LLC generated at the Earthcare, Beacon, NY sewage treatment facility.
2. The acceptance of this product by NBCUA from the Earthcare Beacon, NY 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.
3. 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.
4. Wind River Environmental, LLC 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.
5. Wind River Environmental, LLC represents, warrants, and agrees that it shall deliver to NBCUA only sludge originating from the treatment facilities located in the City of Beacon, NY and of domestic origin. Upon each delivery to NBCUA Earthcare shall execute a certification attesting to the specific source of the sludge contained in that delivery.
6. Each load of sludge delivered by Wind River Environmental, LLC to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW's.

7. For purposes of odor control, when requested by NBCUA, Wind River Environmental, LLC shall treat each load of septage delivered to NBCUA with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of sludge.
8. Wind River Environmental, LLC 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

9. Wind River Environmental, LLC agrees to pay to NBCUA for NBCUA's acceptance of sludge, the rate of six (6) cents per gallon, in accordance with this agreement providing the volume of sludge delivered in each calendar year is equal to or greater than 4.5 million gallons. If Earthcare fails to deliver the above specified volume in any calendar year, Earthcare agrees to pay to NBCUA a charge of 6.5 cents per gallon for all deliveries that year.
10. Wind River Environmental, LLC shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon 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

11. Wind River Environmental, LLC 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 Earthcare and/or its agents, servants or employees or sub-contractors.

12. Wind River Environmental, LLC 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. Wind River Environmental, LLC 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 30 days notice of the intent to cancel, terminate and/or suspend to Wind River Environmental, LLC.
16. In the event of any breach of any of the terms, conditions, representations, or warranties of this agreement by Wind River Environmental, LLC, 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 Wind River Environmental, LLC, 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"). Wind River Environmental, LLC 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, Exec. Dir.

DATE _____

BY: 
Wind River Environmental, LLC
David Bower, Area Manager

DATE: November 4, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
SUEZ WATER OF NEW JERSEY, INC.**

WHEREAS, Suez Water of New Jersey, Inc. ("Suez") is a major sewage hauler that has been delivering large volumes of sewage to the Northwest Bergen County Utilities Authority ("Authority") from sewage treatment facilities located in West Milford, New Jersey; and

WHEREAS, the Authority previously entered into an agreement with Suez with an expiration date of December 16, 2021; and

WHEREAS, the Authority wishes to continue doing business with Suez; and

WHEREAS, it is in the Authority's best interests to enter into the attached two (2) year agreement with Suez for the acceptance of waste hauled by 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 Water of New Jersey, Inc., whereby the Authority will accept waste hauled by Suez Water of New Jersey, Inc.
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
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.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

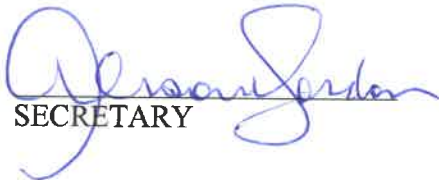
RESOLUTION

No. 93-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
SUEZ WATER OF NEW JERSEY, INC.**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.


SECRETARY


VICE-CHAIRMAN

RECORDED VOTE:

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

SLUDGE DISPOSAL AGREEMENT

This Agreement is entered into on the 1st day of November 2021 between Northwest Bergen County Utilities Authority (hereinafter "NBCUA") and Suez Water of New Jersey Inc. (Suez).

ACCEPTANCE OF SLUDGE

1. For the period December 17, 2021, to December 16, 2023, 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 Awoosting STP (Facility/PI No. 47076)
 - West Milford Birch Hill STP (Facility/PI No. 47079)
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, judgments, 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 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: _____ **DATE:** _____
James Rotundo, Executive Director

SUEZ Water New Jersey

BY: _____

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