

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

NOTICE

PLEASE TAKE NOTICE that the Statutory Reorganization Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, February 18, 2020, immediately following the Work Session at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey.

Formal Action will be taken.

BY ORDER OF THE CHAIRMAN

Alison Gordon
Secretary

February 14, 2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REORGANIZATION MEETING February 18, 2020

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Salute to the Flag
5. Swearing in of Matthew Jordan, Esq.
6. Election of Officers:
 - a) Election of Chairman for ensuing year
 - b) Election of Vice-Chairman for ensuing year
7. Chairman's Remarks
8. Approval of Minutes – Regular Meeting – January 13, 2020
Special Meeting – January 13, 2020
9. Public Comments (any subject)
10. Consideration for approval list of Resolutions attached dated February 18, 2020
11. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
12. Report of Treasurer
13. Report of General Counsel
14. Report of Consulting Engineer
15. Report of Executive Director
16. Report of Authority Engineer
17. Report of Superintendent
18. Old Business
19. New Business
20. Public Comments (on subjects 5 through 19)
21. Adjournment

February 14, 2020

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

REORGANIZATION MEETING

February 18, 2020

RESOLUTIONS

- 13-2020 Approval of vouchers, payroll and tax deposits
- 14-2020 Authorization for production and distribution of Authority Anniversary Mailer
- 15-2020 Authorization to enter into a Preliminary Agreement by and between Northwest Bergen County Utilities Authority and the Township of Wyckoff
- 16-2020 Appointment of Financial Advisor
- 17-2020 Authorization to enter into a Cooperative Pricing Agreement with the Educational Services Commission of New Jersey
- 18-2020 Approval of Change Order No. 2 for Contract No. 271 – Aeration Blower Replacement and Waste Sludge System Upgrade Project
- 19-2020 Approval of Creation of Position – Administrator of Security Operations and Appointment of John Carroll
- 20-2020 Regular Employment – Richard Coveney, Collection System Operator
- 21-2020 Extension of Probationary Period – Matthew Gascon, Incinerator Operator
- 22-2020 Extension of Probationary Period – Michael Giovannoli, O&M Helper
- 23-2020 Appointment of Human Resources Officer – Alison Gordon
- 24-2020 Appointment of Board Secretary – Alison Gordon
- 25-2020 Adoption of Domestic Violence Policy for Public Employers
- 26-2020 Authorization to enter into an Agreement with the County of Bergen, Department of Health Services for participation in the Employee Assistance Program
- 27-2020 Approval of 2020 Meeting Schedule
- 28-2020 Designation of Authority Newspapers for 2020
- 29-2020 Designation of Depositories for 2020
- 30-2020 Resolution authorizing Contracts with Certain Approved State Contract Vendors for Contracting Units pursuant to N.J.S.A.40A:11-12a
- 31-2020 Authorization to Enter into a Shared Services Agreement with the Borough of Upper Saddle River
- 32-2020 Authorization to Increase the Not-to-Exceed Cost of the Agreement with T&M Associates for Consulting Engineering Services
- 33-2020 Qualification of Individuals/Firms for provision of Legal Services
- 34-2020 Qualification of Individuals/Firms for provision of Engineering Services
- 35-2020 Qualification of Individuals/Firms for provision of Auditing Services
- 36-2020 Qualification of Individuals/Firms for provision of Bond Counsel Services

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

- 37-2020 Qualification of Individuals/Firms for provision of Risk Management Services
- 38-2020 Retention of Authority Auditor for 2020
- 39-2020 Retention of Authority General Counsel for 2020
- 40-2020 Retention of Authority Labor Counsel for 2020
- 41-2020 Retention of Bond Counsel for 2020
- 42-2020 Retention of Risk Manager for 2020
- 43-2020 Retention of Consulting Engineer 2020
- 44-2020 Retention of Consulting Engineer for Instrumentation, Automation and Computer Systems
for 2020
- 45-2020 Retention of Consulting Engineer for 2021 Service Charges
- 46-2020 Retention of Consulting Engineer for General Incinerator Advice

MOTIONS

- 20-01 Authorization for attendance to the AEA Conference

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 13-2020

Date: February 18, 2020

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 January 2020 and Health Benefits and Dental Benefits transfers for February 2020; 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 February 18, 2020 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$216,459.30

ACCOUNT: Tax Deposit Account
Total: \$100,213.46

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$114,103.15

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,689.01

ACCOUNT: Dental Benefits
Total Transfer: \$4,259.95

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 13-2020

Date: February 18, 2020

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

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$31,746.02

ACCOUNT: Operating Account

Total: \$348,855.64

ACCOUNT: General Improvement Account

Total: \$822,742.94

SECRETARY

CHAIRMAN

RECORDED VOTE:

| | Bonagura | Duch | Jordan | Kelahe | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

COOPERATIVE PRICING SYSTEM AGREEMENT

THE EDUCATIONAL
SERVICES COMMISSION OF NEW JERSEY
65MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 20____, by and between the, EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY who desire to participate in the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

7. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. *It is understood that all fees for each participating contract are paid by the vendors as noted within the Bid/RFP documents.*

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All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.

- 15 This Agreement shall become effective on 5/21/17 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: _____
Patrick M Moran
Business Administrator/Board Secretary

ATTEST BY: _____
Name and Title

For: _____
Northwest Bergen County Utilities Authority

BY: _____
James Rotundo, Executive Director

ATTEST BY: _____
Alison Gordon

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 19-2020

Date: February 18, 2020

APPROVAL OF CREATION OF NEW POSITION, ADMINISTRATOR OF SECURITY OPERATIONS AND HIRE OF JOHN CARROLL

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) has determined that there presently exists the need to create a new position entitled “Administrator of Security Operations”; and

WHEREAS, N.J.S.A. 40:14B-1 provides, *inter alia*, that the Authority may “appoint and employ, such other agents and employees as it may require and determine their duties and compensation”; and

WHEREAS, the Administrator of Security Operations shall be responsible for effectuating and carrying out the procedures and policy as promulgated by the Executive Director to maintain the highest level of security at the Authority; and

WHEREAS, the duties and responsibilities of the Administrator of Security Operations are described in the Job Description which is made a part of this Resolution and is attached hereto; and

WHEREAS, the Administrator of Security Operations shall report to the Executive Director; and

WHEREAS, Mr. John Carroll has applied for the position of the Administrator of Security Operations; and

WHEREAS, the Authority has determined that Mr. Carroll is competent, qualified and experienced to perform this job and therefore desires to offer the position of the Administrator of Security Operations to Mr. John Carroll; and

WHEREAS, the Authority has determined on the basis of the foregoing to hire Mr. Carroll as the Administrator of Security Operations at an annual salary of sixty-five thousand dollars (\$65,000) and a hire date to be determined by the Executive Director; and

WHEREAS, there are sufficient funds available in the Authority budget for this new position.

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

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 19-2020

Date: February 18, 2020

APPROVAL OF CREATION OF NEW POSITION, ADMINISTRATOR OF SECURITY OPERATIONS AND HIRE OF JOHN CARROLL

1. Mr. John Carroll shall be and is hereby hired by the Authority as the Administrator of Security Operations to perform all those services, duties and responsibilities set forth in the Job Description – “Administrator of Security Operations” with a start date to be determined by the Executive Director.
2. Mr. Carroll shall be an employee at will and will be compensated at an annual salary of Sixty-Five Thousand Dollars (\$65,000).

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 February 18, 2020.

SECRETARY

CHAIRMAN

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelaher | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|---------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

Job Description: *Administrator of Security Operations, Mid-Management Level*

Summary

Under the direction of the Executive Director, develops, effectuates and carries out the procedures and policy as promulgated by the Executive Director to maintain the highest level of security at the Authority.

Responsibilities

- Responsible for the internal security activities of the NBCUA affecting all divisions and property.
- Conducts investigation of any infractions of rules/regulations by assigned personnel, visitors, and other individuals and ensures that appropriate action is taken.
- Maintains liaison relationships with external law enforcement agencies on matters of concern to the NBCUA
- Confers with representatives of management to formulate policies to determine need for security programs and coordinate security programs with other activities.
- Confers with representatives of all levels of government to ensure cooperation and coordinate between security activities and law enforcement.
- Responsible to establish and maintain direct communication with the New Jersey Office of Homeland Security and Preparedness to ensure compliance with the New Jersey Domestic Security Preparedness Act and other relevant guidelines.
- Responsible for compliance with all requirements of Federal/State Homeland Security Grant agreement(s).
- Responsible for support of Emergency Management protocols. Provides key operational linkage with other emergency response organizations and local and state agencies. Supports compliance with the facility emergency plan.

Requirements

- Experienced law enforcement officer, or equal.
- Experienced in security access/control and surveillance systems in industrial/commercial facilities.
- Experience in the development and implementation of Security Operational Plans for commercial and industrial facilities.
- Training and certifications in Emergency, Tactical and Investigative techniques.
- Hazardous Material Training.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 23-2020

Date: February 18, 2020

APPOINTMENT OF HUMAN RESOURCES OFFICER, ALISON GORDON

WHEREAS, the State of New Jersey recently enacted the Domestic Violence Policy Act for Public Employers to set forth a uniform domestic violence policy for all public employers to adopt; and

WHEREAS, on February 18, 2020, the Northwest Bergen County Utilities Authority (hereinafter referred to as the “Authority”) adopted the Domestic Violence Policy for Public Employers (hereinafter referred to as the “Policy”); and

WHEREAS, the Policy requires the Authority to designate two (2) Human Resources Officers (hereinafter referred to as HRO or HROs) to assist employees who are victims of domestic violence; and

WHEREAS, the HROs are required to complete training on responding to and assisting employees who are domestic violence victims in accordance with the Policy; and

WHEREAS, the Authority deems Alison Gordon eminently capable to perform the above described duties of the HRO; and

WHEREAS, Ms. Gordon shall be appropriately compensated for the performance of these additional duties.

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

1. Alison Gordon is hereby appointed as Human Resources Officer effective February 10, 2020.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 25-2020

Date: February 18, 2020

ADOPTION OF DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS

WHEREAS, the purpose of the State of New Jersey Domestic Violence Policy for Public Employers (hereinafter referred to as the "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a; and

WHEREAS, the purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees; and

WHEREAS, all employees of the Northwest Bergen County Utilities Authority (hereinafter referred to as the "Authority") are covered under this policy, including full and part-time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location; and

WHEREAS, the Authority has designated Primary and Secondary Human Resources Officers to assist employees who are victims of domestic violence; and

WHEREAS, the Primary and Secondary Human Resources Officers shall receive training on responding to and assisting employees who are domestic violence victims in accordance with the policy; and

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

1. The Authority hereby adopts the attached Domestic Violence Policy for Public Employers.
2. The Policy shall be distributed to all current and future employees.

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS

Prepared for:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

**DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO) –An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) -A civil court order issued by a judge to protect the life,

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Workplace-Related Incidents- Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees of **Northwest Bergen County Utilities Authority** are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The **Northwest Bergen County Utilities Authority** hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO:

John Danubio, Assistant Executive Director

Tel: 551-238-0039, email address: jdanubio@nbcua.com

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

Secondary HRO:

Alison Gordon, Administrative Assistant

Tel: 551-238-0058, email address: agordon@nbcua.com

The designated Primary and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees **via distribution of this Policy.**

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced under Section VIII of this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between state employees, the HRO is also required to report the incident to their agency's EEO Officer or Title IX Officer, **Robert Genetelli, Superintendent**.
- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team:

YWCA of Bergen County
214 State Street, Suite 207
Hackensack, NJ 07601

24 Hr. Hotline: (201) 487-2227

- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy. (See Section VI).
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

The full text of the New Jersey SAFE Act is provided in the Appendix to this policy.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

Northwest Bergen County Utilities Authority has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:

- A. Designate an HRO with responsibilities pursuant to Sections IV and V of this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.
- E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. Advise any employee, who believes he or she has been subjected to adverse action as

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.

- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

Primary and/or Secondary Human Resources Officer will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

Primary and/or Secondary Human Resources Officer will be responsible for updating this policy at least annually to reflect circumstances changes in the organization.

Primary and/or Secondary Human Resources Officer will be responsible for monitoring The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for modifications thereto, to public employers.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

DOMESTIC VIOLENCE POLICY FOR PUBLIC EMPLOYERS NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy.

The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

POLICY INQUIRIES & EFFECTIVE DATE

Any questions concerning the interpretation or implementation of this policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. This policy shall be enforceable upon the HRO's completion of training on this policy.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 26-2020

Date: February 18, 2020

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES FOR PARTICIPATION IN THE EMPLOYEE ASSISTANCE PROGRAM

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

WHEREAS, Northwest Bergen County Utilities Authority (hereinafter referred to as the “Authority”) is an Authority Corporation of the State of New Jersey; 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 to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (hereinafter, referred to as “BCDHS”) coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist authorities with their public health obligations for services set forth in the appendix of the Shared Services Agreement (hereinafter referred to as the “Agreement”) attached hereto; and

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

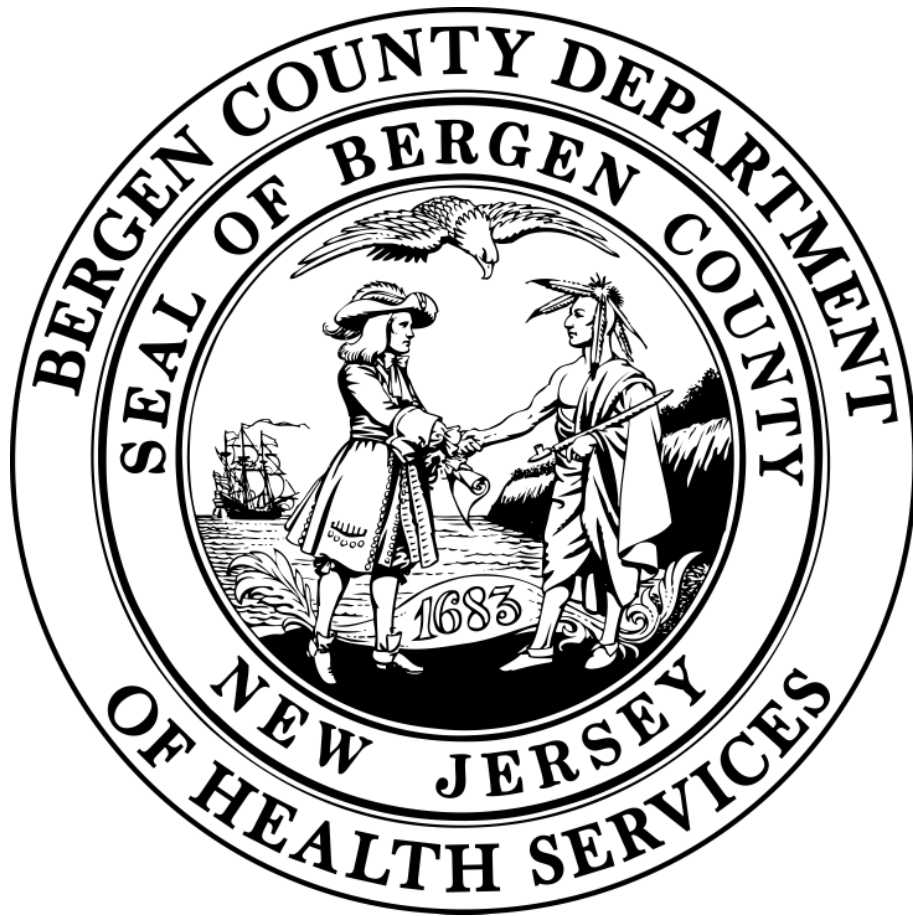
WHEREAS, the services to be provided by the BCDHS to the Authority shall be the Employee Assistance Program, which is greater described in the Agreement; and

WHEREAS, this Agreement shall be in effect for a duration of one (1) year commencing January 1, 2020 and ending December 31, 2020; and

WHEREAS, the cost of this service is \$21.80 per employee for the year 2020; and

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

1. The Authority is hereby authorized to enter into a Shared Services Agreement with the County of Bergen, Department of Health Services for the provision of the Employee Assistance Program for the period of January 1, 2020 through December 31, 2020 at a rate of \$21.80 per employee.



**BERGEN COUNTY DEPARTMENT OF HEALTH
SERVICES**

PUBLIC HEALTH

SHARED-SERVICES AGREEMENT

with

Northwest BC Utilities Authority (NBCUA)

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, Bergen County Freeholder Resolution #1520-15 adopted on December 21, 2015, authorized the Country's shared-services to participating authorities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution #1520-15 adopted on December 21, 2015 authorized the County Executive to enter into an agreement with the participating authorities; and

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

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

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

Employee Assistance Program

The Authority shall be obliged for and agree as follows:

1. Payments:

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

2. Public Health Staff/Contracted Vendors:

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

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

3. Hold Harmless:

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

4. Miscellaneous:

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

mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge.

- b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

2. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2020 through December 31, 2020.
- b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement.

BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term.

This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

6. Attachments

a. Appendix A for each contracted Shared Service:

A-1 Employee Assistance Program

b. County Freeholders Resolution #1520-15 adopted December 21, 2015

c. Municipality Resolution # _____ adopted _____

d. Payments Schedule

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

CONTRACT TERM LENGTH: 1 year
DURATION: 01/01/20 - 12/31/20

EAP/SAP

| Year | Employees | Rate | Total |
|-------------|------------------|-------------|--------------|
| 2020 | 53 | \$21.80 | \$1,155.40 |

Agreement Totals

| Year | Total |
|-------------|--------------|
| 2020 | \$1,155.40 |

APPENDIX A-1 EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program/Substance Abuse Professional

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

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

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

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

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

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

SIGNATURES

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

PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

MUNICIPALITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

**James J. Tedesco III,
County Executive**

or

Julien X. Neals

County Counsel/Acting County Administrator

Date: _____

PAYMENTS SCHEDULE
Northwest BC Utilities Authority (NBCUA)

2020 Schedule of Services and Fees

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

| | |
|---|--------------------|
| 1. Employee Assistance Program | \$ 1,155.40 |
| TOTAL AGREEMENT 2020 COST PER ANNUM: | \$ 1,155.40 |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
MEETING SCHEDULE FOR 2020

Regularly scheduled meetings and Work Sessions will take place on the 3rd Tuesday of the month at 7:00pm at the Authority Offices located at 30 Wyckoff Avenue, Waldwick, New Jersey, unless otherwise noted with an asterisk on the schedule outlined below.

| Month | Work Session & Regular Meetings | Notes |
|-------------------------|--|--|
| March | 17 th | |
| April | 21 st | |
| May | 19 th | |
| June | 16 th | |
| July | 21 st | |
| August | No meetings scheduled | |
| September | 15 th | |
| October | 20 th | A special meeting will be held to adopt the 2021 Introduced Budget |
| November | 10 th * | *2 nd Tuesday of the month |
| December | 8 th * | *2 nd Tuesday of the Month Public Hearing for 2021 Budget will be held this day. |
| January 2021 | 12 th * | *2 nd Tuesday of the month |
| February 2021 | 16 th | Reorganization Meeting |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 30-2020

Date: February 18, 2020

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A.40A:11-12a**

WHEREAS, the Northwest Bergen County Utilities Authority, pursuant to N.J.S.A.40A:1-12a and N.J.A.C.5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Northwest Bergen County Utilities Authority has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Northwest Bergen County Utilities Authority intends to enter into contracts with the attached Referenced State Contract Vendors, but not limited to the attached, through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Northwest Bergen County Utilities Authority authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, but not limited to the attached, pursuant to all conditions of the individual State contracts; and
2. The governing body of the Northwest Bergen County Utilities Authority pursuant to N.J.A.C.5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Financial Officer; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 30-2020

Date: February 18, 2020

**RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED
STATE CONTRACT VENDORS FOR CONTRACTING UNITS
PURSUANT TO N.J.S.A.40A:11-12a**

3. The duration of the contracts between the Northwest Bergen County Utilities Authority and the Referenced State Contract Vendors shall be from January 1, 2020 to December 31, 2020.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on February 18, 2020.

SECRETARY

CHAIRMAN

RECORDED VOTE:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

REFERENCED STATE CONTRACT VENDORS

| <u>Commodity/Service</u> | <u>Vendor</u> | <u>State Contract No.</u> |
|--|---|--|
| General Office Supplies | T-0052 WB Mason, Inc. | A-88839 (exp. 5/2021) |
| Custodial/Maintenance Supplies | M-0052 Grainger, Inc. | 79875 (exp. 6/30/2023) |
| Fire Extinguisher Maintenance | G-0576 FYR Fyter Sales | 45627 (exp. 9/30/2021) |
| Laboratory Supplies | T-0983 – Hach Chemical T-0115 – Fisher Scientific T-0115 – J&H Berge T-0115 – VWR Scientific | 85091 (exp. 5/31/2020) 75827 (12/31/2023) 75819 (12/31/2023) 75846 (12/31/2023) |
| Vehicles | T-2100 – Chase Winner Ford T-2100 - Beyer Ford | 88726 (7/31/2020) 88726 (7/31/2020) |
| Heavy Construction Equipment (Through the National Joint Powers Alliance) | Caterpillar, Inc. | 032515-CAT (5/19/20) |
| AB PLC Equipment | T-1316 – Turtle & Hughes | 80801 (exp. 1/31/21) |
| Computer Equipment Services | Ocean Computer Gr. | PVSC CO-OP AR60988792 (5/31/20) |
| Motor Services | Universal Electric | PVSC CO-OP (8/20) |
| Electrical Services | Longo Industries | PVSC CO-OP (exp. 7/13/20) |
| Electrical Supply | T-0167 Jewel Electric | 85578 (exp. 12/31/20) |
| Educational Services Comm of NJ | Vehicles Maint/Parts | #65MCESCCPS (3/22/21) |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 31-2020

Date: February 18, 2020

**AUTHORIZATION TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF UPPER 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 Upper Saddle River (the “Borough”) had entered into a Shared Services Agreement which commenced March 8, 2019 and had a termination date of December 31, 2019 for the Authority to 1) act as the New Jersey Licensed Collection System Operator for the Borough in the sanitary sewer system collection area defined on the sewer map attached and as more specifically defined in the attached Agreement 2) respond to sanitary sewer collection emergencies 24 hours a day, 7 days a week 3) coordinate all third party repairs of the collections system 4) coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary sewer collection system 5) coordinate with the Borough any NJDEP hotline calls and correspondence regarding the sanitary collection system 6) upon request, coordinate and conduct a manhole inspection program and 7) upon request, can conduct New Jersey State Certified Backflow Preventer tests; and

WHEREAS, the Borough has adopted its Resolution No. 44-20 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

WHEREAS, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year commencing January 1, 2020 and terminating December 31, 2020 subject to the terms and conditions set forth in said agreement attached hereto.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 31-2020

Date: February 18, 2020

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

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Upper 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 Upper 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 Commissioners of the Authority on **February 18, 2020**.

CHAIRMAN

SECRETARY

RECORDED VOTE:

| | Bonagura | Duch | Jordan | Kelahr | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|--------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 6th day of February, 2020, by and among:

THE BOROUGH OF UPPER SADDLE RIVER, a Municipal Corporation of the State of New Jersey, in the County of Bergen, hereinafter referred to as "USR" 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, USR 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 USR the services of a licensed collection system operator, in addition to other services as outlined more specifically in Paragraph 3 of this Agreement; and

WHEREAS, USR has adopted Resolution # _____, which authorizes USR to enter into an agreement with the NBCUA, for the services as outlined in Paragraph 3.

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

1. Pursuant to N.J.S.A. 40A:65-1 *et. seq.*, both USR and the NBCUA shall adopt the appropriate Resolution, which will formally authorize the entering into of 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, 2020.
3. The NBCUA shall provide the following services to the Borough of Upper Saddle River:
 - a. **The NBCUA shall act as the New Jersey Licensed Collection System Operator for the Borough of Upper Saddle River in the sanitary sewer system collection area defined on the enclosed sewer map as "THE COMMONS" and "PORCELNOSA".** In the future, at any time

during the length of this agreement, the need arises to expand the aforementioned collection system area, USR will notify NBCUA in writing. NBCUA will respond, in kind, with an amended cost. If agreed upon, said agreement will be amended to include the expanded sewer areas.

- b. NBCUA will respond to sanitary sewer collection emergencies 24 hours a day, seven days a week.
 - c. NBCUA will coordinate all third party repairs of the collections system.
 - d. NBCUA will, when necessary, coordinate, participate and correspond to any and all NJDEP inspections and actions regarding the sanitary collection system.
 - e. NBCUA will coordinate with USR any NJDEP Hotline calls and correspondence regarding the sanitary collection system.
 - f. NBCUA, upon request, can coordinate and conduct a manhole inspection program that will involve the physical inspection of every manhole within USR.
 - g. NBCUA, upon request, can conduct annual NJ State Certified Backflow Preventer tests on all of your backflow prevention devices.
4. In consideration for the services to be rendered by the NBCUA to USR, pursuant to Paragraph 3 above, USR shall pay to NBCUA:
- a. Four (4) equal installments of \$1,000.00 on or before March 1st, June 1st, September 1st and December 1st of each year, for a total annual compensation of \$4,000.00. Additional cost will be billed as follows:
 - b. Non-Business hours – emergency responses (per man) \$110.61/hr
 - c. Business hours emergency/non-basic repair and catch basin maintenance (per man) \$ 88.50/hr
 - d. Third Party Contractors for repairs and/or spare parts \$Direct Cost
 - e. Manhole Inspection Program \$ 45.00/MH
 - f. Backflow Preventer Tests \$150.00/unit
5. The NBCUA shall provide USR 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 USR within 45 days of receipt.
6. The parties agree to be bound by this Agreement for a minimum of twelve (12) months. Starting six (6) months from the Commencement Date, either party may terminate this Agreement by giving at least six (6) months written notice to the other party.
7. Each party to this Agreement represents to the other party thereto that the Officials executing this 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 Collection System Operator and Superintendent of the NBCUA for the NBCUA and the _____,

for USR. The Primary Contact individual shall be noticed on all issues of importance and shall be responsible for initiating all requests for repairs and corrective actions to be carried out by NBCUA or USR, as applicable.

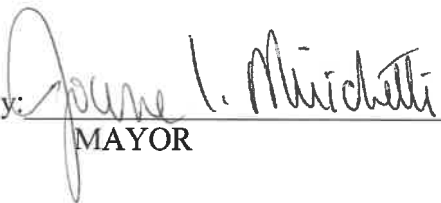
8. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses to USR's collection system.
9. The NBCUA will provide a certificate of insurance designating USR as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
10. USR 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 USR, its agents, servants or employees.
11. The effective date of this Agreement shall be January 1, 2020 and the expiration shall be December 31, 2020, unless the agreement is terminated pursuant to paragraph 6 above.
12. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

BOROUGH OF UPPER SADDLE RIVER



By: 
MAYOR

Date: 2-10-2020

ATTEST:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

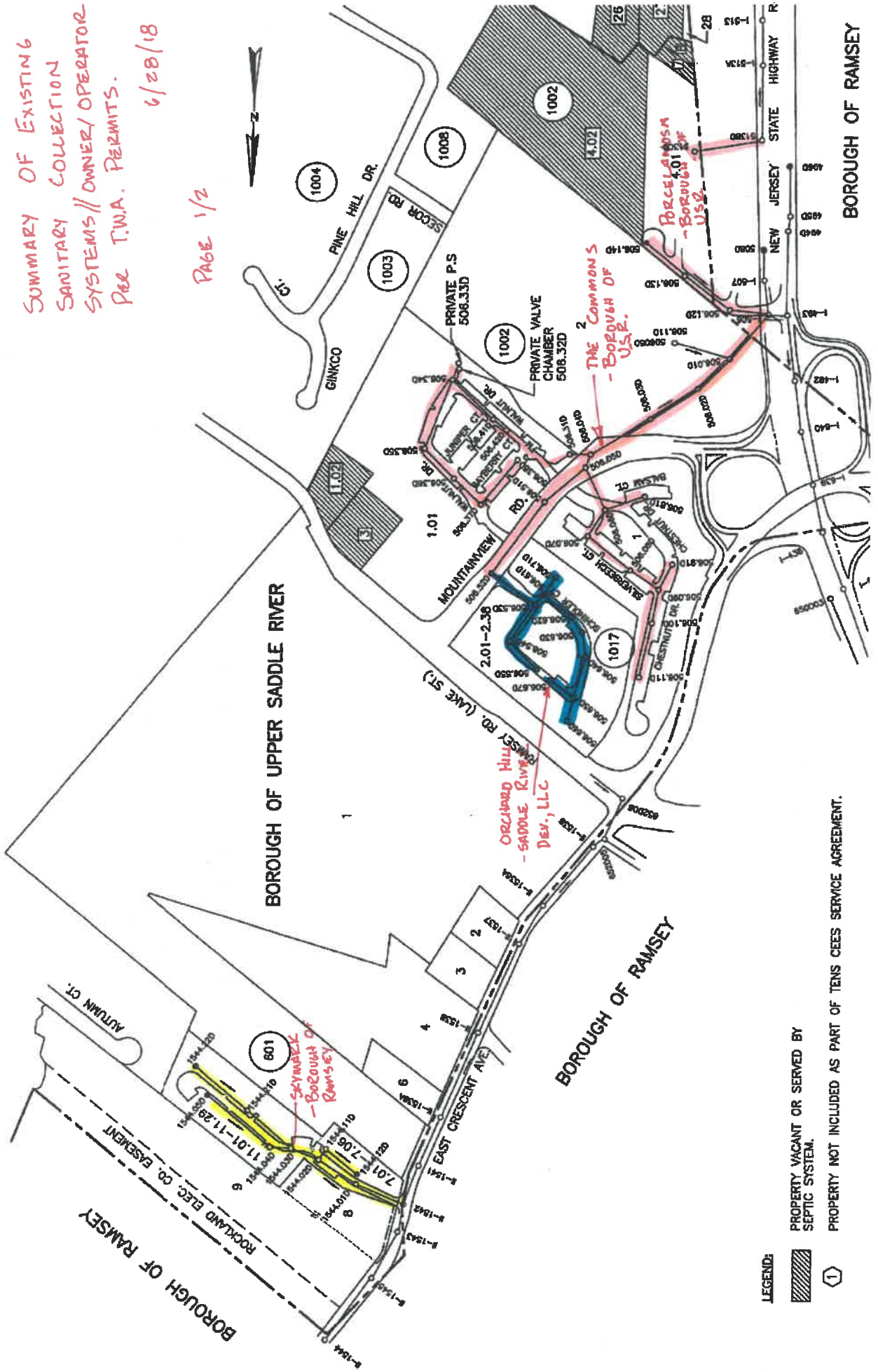
By: _____
CHAIRMAN

Date: _____

SUMMARY OF EXISTING
 SANITARY COLLECTION
 SYSTEMS // OWNER/ OPERATOR
 PER T.W.A. PERMITS.

6/28/18

PAGE 1/2



LEGEND:

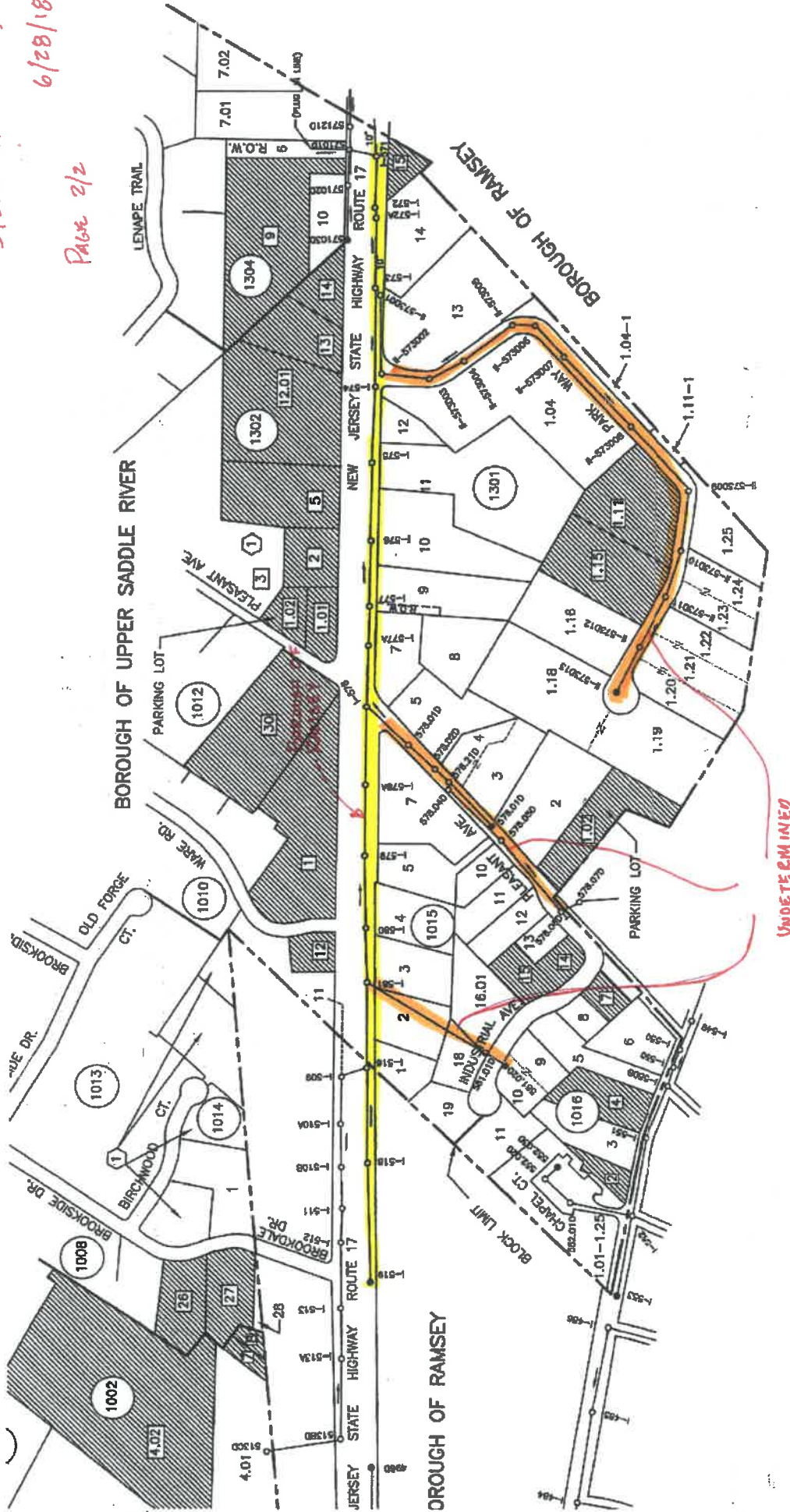
PROPERTY VACANT OR SERVED BY
 SEPTIC SYSTEM.

PROPERTY NOT INCLUDED AS PART OF TENS CEES SERVICE AGREEMENT.



SUMMARY OF EXISTING
SANITARY COLLECTION
SYSTEMS// OWNER'S PRESENCE
6/28/18

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**BOROUGH OF UPPER SADDLE RIVER
RESOLUTION #44-20
February 6, 2020**

**Shared Services – Northwest Bergen County Utilities Authority
Licensed Collection System Operator**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (“the Act” or “the statute”) permits a local unit to enter into an agreement with another local unit to provide or receive any services which each local unit is empowered to provide or receive; and

WHEREAS, the Northwest Bergen County Utilities Authority (“NBCUA”) would provide to the Borough the services of a Licensed Collection System Operator; and

WHEREAS, the Borough is required to have a Licensed Collection System Operator under the regulations of the Department of Environmental Protection; and

WHEREAS, an Agreement has been prepared for such service which relates to sanitary sewer and collection areas as detailed in said Agreement.

NOW THEREFORE BE IT RESOLVED that Mayor Joanne L. Minichetti and Borough Clerk Joy Convertini be and are hereby authorized to execute the Agreement on behalf of the Borough.

Moved Second Ayes Nays Absent Abstain

| | | | | | |
|----------------------------|---|--|---|--|---|
| Council Member DeBerardine | | | | | x |
| Council Member DiMartino | | | | | x |
| Council Member Ditkoff | x | | | | |
| Council Member Durante | | | x | | |
| Council Member Florio | | | | | x |
| Council Member Rotella | | | | | x |

I hereby certify that the above resolution was adopted by the Mayor and Council on February 6, 2020.



Joy C. Convertini, R.M.C., Municipal Clerk

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 32-2020

Date: February 18, 2020

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
T&M ASSOCIATES TO PROVIDE ENGINEERING SERVICES**

WHEREAS, by Resolution No. 19-2019, 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 11, 2019; and

WHEREAS, by Resolution No. 28-2019 (the “Original Resolution”) dated February 19, 2019, the Authority retained T&M Associates (the “Engineering Firm”) to provide general engineering services 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 \$120,000 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, the Engineering Firm has submitted to the Authority a request to increase the not to exceed cost by \$15,000 due to various matters; and

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

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

1. The Original Resolution and the Professional Services Agreement with T&M Associates be amended to increase the not to exceed amount to \$135,000 for general engineering services.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 32-2020

Date: February 18, 2020

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
T&M ASSOCIATES TO PROVIDE ENGINEERING SERVICES**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on February 18, 2020.

SECRETARY

CHAIRMAN

Recorded Vote:

| | Bonagura | Duch | Jordan | Kelaher | Lo Iacono | Mongelli | Ortega | Plumley | Kasparian |
|----------|----------|------|--------|---------|-----------|----------|--------|---------|-----------|
| Offered | | | | | | | | | |
| Seconded | | | | | | | | | |
| Aye | | | | | | | | | |
| Nay | | | | | | | | | |
| Absent | | | | | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

