

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **NOTICE**

The next Regular Meeting of the Northwest Bergen County Utilities Authority will be held on Tuesday, December 12, 2017 immediately following the Work Session and Public Hearing at 7:00pm, in the offices of the Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey. Formal action will be taken.

December 8, 2017

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## REGULAR MEETING

December 12, 2017

1. Meeting called to Order
2. Chairman's statement in accordance with C. 231, PL 1975
3. Roll Call
4. Salute to the Flag
5. Chairman's Remarks
6. Approval of Minutes – Regular Meeting – November 8, 2017
7. Public Comments (any subject)
8. Consideration for approval list of Resolutions attached dated December 12, 2017
9. Reports 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
10. Report of Treasurer.
11. Report of Counsel.
12. Report of Engineer.
13. Report of Executive Director.
14. Report of Superintendent.
15. Old Business.
16. New Business.
17. Public Comments (on subjects 5 through 16).
18. Adjournment.

Dec. 8, 2017

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## LIST OF RESOLUTIONS REGULAR MEETING December 12, 2017

### **RESOLUTIONS**

- 77-2017 Approval of Vouchers, Payroll and Tax Deposits
- 78-2017 Resolution Adopting the Personnel Policies and Procedures
- 79-2017 Regular Employment – John Navea
- 80-2017 Resolution of the Northwest Bergen County Utilities Authority Approving the Consulting Engineer Project Report and Certificates of the Consulting Engineer and Accountant in Connection with Various Sewer Improvements, including Improvements to the Collection System Gravity Mains
- 81-2017 Approval of Change Order No. 2 for Contract No. 279 – Trunk Sewer West Lining
- 82-2017 Resolution to Engage the Services of T&M Associates to Provide the Engineering Professional Services Required for the Wastewater Pump Station Improvements Project at the Darlington Pump Station, the Goffle Road Pump Station, the Ho-Ho-Kus Pump Station and the Midland Park Pump Station
- 83-2017 Resolution to engage the services of T&M Associates to provide the Engineering Professional Services required for the 2016 Wastewater Treatment Plant Improvements Project at the Authority's Wastewater Treatment Plant
- 84-2017 Retention of Engineer for Ash Handling Improvements pursuant to NJSA 19:44A-20.4 (Resolution 84-2017)
- 85-2017 Authorization to Enter into an Agreement with the County of Bergen, Department of Health Services
- 86-2017 Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Authorizing Emergency Spending for Trunk Sewer East Emergency Bypass
- 87-2017 Resolution Authorizing Executive Director to Enter into a Professional Services Contract with Valley Medical Group Regarding the Coordination and Conduct of Alcohol and Drug Testing Services

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 77-2017**

**Date: December 12, 2017**

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

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

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

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

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

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

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated December 12, 2017 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$293,034.48

ACCOUNT: Tax Deposit Account  
Total: \$140,792.80

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$104,213.24

ACCOUNT: Health Benefits Contribution Employee  
Total: \$18,154.72

ACCOUNT: Dental Benefits  
Total Transfer: \$4,302.53

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 77-2017**

**Date: December 12, 2017**

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

ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$33,829.47

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

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

ACCOUNT: Operating Account  
Total: \$458,540.26

ACCOUNT: General Improvement Account  
Total: \$928,624.91

ACCOUNT: 2015 WWT Project Account  
Total: \$2,280.00

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SECRETARY

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CHAIRMAN

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 78-2017**

**Date: December 12, 2017**

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**RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES**

**WHEREAS**, it is the policy of the Northwest Bergen County Utilities 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 Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

**WHEREAS**, the Commissioners of the Northwest Bergen County Utilities 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 as follows:

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 Commissioners of the Northwest Bergen County Utilities Authority.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 78-2017**

**Date: December 12, 2017**

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**RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES**

- 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 Employment Attorney shall assist the Executive Director in the implementation of the policies and procedures in this manual.

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **December 12, 2017**.

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SECRETARY

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CHAIRMAN

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Lo Iacono	Kelاهر	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									



**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

**POLICIES AND PROCEDURES  
MANUAL**

**Municipal Excess Liability  
Joint Insurance Fund  
December 2017 - Draft**



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## **GENERAL PERSONNEL POLICY**

It is the policy of the Northwest Bergen County Utilities Authority (the “Authority” or “NBCUA”) to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Authority shall apply to all employees, volunteers, officials (elected or appointed) 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.

All employees, officers and Department Heads shall be appointed and promoted by the Commissioners of the Authority. No person shall be employed or promoted unless there exists a position created by a resolution adopted by the Authority as well as the necessary budget appropriation.

The Executive Director and all managerial/supervisory personnel are authorized and responsible for personnel policies and procedures. The Authority has appointed the Administrative Assistant to assist the Executive Director implement personnel practices. The Executive Director and Administrative Assistant shall also have access to the Attorney appointed by the Authority for guidance in personnel matters.

As a general principle, the Authority has a “no tolerance” policy towards workplace wrongdoing. Authority officials, employees and independent contractors are to report anything perceived to be improper. The Authority believes strongly in an Open Door Policy and encourages employees to talk with their supervisor, Department Head, Executive Director, and Administrative Assistant.

The Personnel Policies and Procedures Manual adopted by the NBCUA is intended to provide guidelines covering public service by Authority employees and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for Authority personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Authority.

To the maximum extent permitted by law, the employment practices of the Authority shall operate under the legal doctrine known, as “employment at will.” Within Federal and State law, and any applicable bargaining unit agreement, the Authority shall have the right to terminate an employee at any time and for any reason, with or without notice.

## **SECTION ONE - Policies Relating to Employee Rights and Obligations**

### **Anti-Discrimination Policy**

The Authority is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, and the New Jersey Law Against Discrimination, as amended by the New Jersey Pregnant Worker's Fairness Act ("LAD"). Under no circumstances will the Authority discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer their Department Head, Executive Director or the Administrative Assistant.

### **Americans with Disabilities Act Policy/New Jersey Pregnant Worker's Fairness Act**

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination, as amended by the New Jersey Pregnant Worker's Fairness Act ("LAD"), the Authority does not discriminate based on disability, pregnancy, pregnancy related medical condition or childbirth. The Authority will endeavor to make every work environment handicap accessible and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the Authority to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act and LAD. We will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities or pregnant, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on the Authority.

The Executive Director or his/her designee shall engage in an interactive dialogue with disabled/pregnant employees and prospective disabled/pregnant employees and/or their

respective physicians to identify reasonable accommodations. All decisions with regard to reasonable accommodation shall be made by the Executive Director. The Americans with Disabilities Act does not require the Authority to offer permanent “light duty”, relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. Employees who are unable to safely perform the essential functions of their job even with a reasonable accommodation shall be subject to separation from employment. Accommodations which impose an undue burden upon the Authority are not considered “reasonable.”

Employees should also offer assistance, to the extent possible, to any member of the public who request or needs an accommodation when visiting Authority facilities. Any questions concerning proper assistance should be directed to the Executive Director.

### **Contagious or Life Threatening Illnesses Policy**

The Authority encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The Authority shall make reasonable accommodations to known physical and mental limitations of all employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Authority. The Authority will take reasonable precautions to protect such information from inappropriate disclosure, including the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person’s identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

### **Safety Policy**

The Authority will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (“PEOSHA”). The Authority is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any

occupational or public unsafe condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving Authority facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head.

## **Transitional Duty Policy**

The Authority will endeavor to bring employees with work-related temporary disabilities back on the job as soon as possible and may, but is not required to, assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will not exceed 60 workdays. If a department already has one (1) employee on transitional duty, it is unlikely that another employee from that department will be assigned transitional duty.

An employee requesting transitional duty or the Workers' Compensation Physician shall notify the Executive Director as soon as the temporarily disabled employee is able to start their transitional duty assignment, if one is offered. Transitional duty will only be assigned if it is more likely that not that the employee will be able to perform the essential functions of his or her permanent position after the transitional duty period. Transitional duty assignments may be in any department and not just the employee's normal department. The Executive Director will decide if it is in the best interest of the Authority to approve a transitional duty request and will notify the employee of the decision. The Authority reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Executive Director who will render a written response within twenty-four (24) hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Executive Director. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Executive Director informed of the medical progress. If at the end of transitional duty period the employee is not able to return to his or her permanent position without restrictions, the Authority reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

## **Drugs and Alcohol Policy**

The Authority recognizes that the possession, sale, transfer, distribution, solicitation, manufacture or use of unlawful drugs and/or abuse of prescription medications and/or abuse of

alcohol pose a threat to the health and safety of all employees. The Authority has adopted a Drugs and Alcohol policy which is appended to this Manual.

## **Workplace Violence Policy**

The Authority will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on Authority property, at Authority events or under other circumstances that may negatively affect the Authority's ability to conduct business.

Prohibited conduct includes:

- Physically striking another person;
- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a firearm while on Authority property or while on Authority business except with the authority of the Police Chief; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The Authority will actively intervene in any potentially hostile or violent situation.

## **General Anti-Harassment Policy**

It is the Authority's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), gender identity or expression, liability for service in the United States armed forces, and/or any other characteristic protected by law. Harassment of non-employees by our employees is also prohibited. While it is not easy to define precisely what harassment is, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or

representations of persons using electronically or physically altered photos, drawings, or images, and other similar verbal written, printed or physical conduct.

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place. See the Employee Complaint Policy.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the Authority generally. The Authority cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

The Authority agrees to provide a training program for harassment in the workplace for all employees. Such training shall be provided by a consultant experienced with the policies of the State of New Jersey and/or by the New Jersey Joint Insurance Fund (NJJIF).

## **Anti-Sexual Harassment Policy**

It is the Authority's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Authority prohibits sexual harassment from occurring in the workplace or at any other location at which Authority sponsored activity takes place. Sexual harassment of non-employees by our employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.



Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;
- Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or other appropriate person. See Employee Complaint Policy.

Harassment of Authority employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor. Appropriate action will be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Authority generally. The Authority cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

### **“Whistle Blower” Policy**

Employees have the right under the Conscientious Employee Protection Act (“CEPA”) to complain about any activity, policy or practice that the employees reasonably believe is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read, and understood this letter will be included in the employee's official

personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

The Authority shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the Executive Director, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1, et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of his/her supervisor. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergency in nature. Employees are encouraged to complain in writing using the Employee Complaint form. See Employee Complaint Policy. Under the law, the employee must give the Authority a reasonable opportunity to correct the activity, policy or practice. The administration of whistle blower complaints is not subject to the limitations in the Grievance Policy.

## **Employee Complaint Policy**

Employees who observe actions they believe to constitute harassment, sexual harassment, or any other workplace wrongdoing should immediately report the matter to their supervisor, or, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact the Department Head, Human Resources Officer or the Executive Director. Reporting of such incidents is encouraged both when an employee feels that he or she is subject to such incidents, or observes such incidents in reference to other employees. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If the employee has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will

be promptly investigated by a person who is not involved in the alleged harassment or wrongdoing.

No employee will be penalized in any way for reporting a complaint. There will be no discrimination or retaliation against any individual who files a good faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

## **Grievance Policy**

For purposes of this Policy, a “grievance” is any formal dispute concerning the interpretation and application of this Manual. Examples of matters which may be the cause of a grievance appropriate under this policy include:

1. A belief that Authority policies, practices, rules, regulations or procedures have been applied in a manner detrimental to the employee; or,
2. Improper or unfair administration of employee benefits or conditions of employment, such as scheduling, vacation, benefits, promotions, retirement, holidays, performance evaluation, salary or seniority.

A grievance under this Policy shall not include matters which concern the Authority’s Anti-Discrimination, General Anti-Harassment Policy, Anti-Sexual Harassment Policy or Whistleblower Policy, which shall solely and exclusively be handled within the procedures set forth in such policies.

A grievance under this Policy shall not include matters which concern the interpretation, application and enforcement of a collective bargaining agreement, which shall solely and exclusively be handled pursuant to the terms of the applicable collective bargaining agreement.

All grievances must be presented within five (5) calendar days after arising and failure to report a grievance within such time shall be deemed as a waiver of the grievance.

Step One: Any employee with a grievance shall verbally communicate the grievance to his or her supervisor, who will discuss the matter with the Superintendent (or his/her designee). The supervisor will communicate the decision to the employee within ten (10) calendar days.

Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the Executive Director (or his/her designee), detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) calendar days of the Step One decision. After consulting the Authority's labor and employment counsel, as appropriate, the Executive Director (or his/her designee) will render a written decision to the employee within fifteen (15) calendar days after receipt of the written grievance. This decision shall be final and may not be adjudicated in any other forum.

In the event of a resolution or decision that results in a determination of monetary liability, such liability shall be paid not less than sixty (60) calendar days after the final adjudication of the grievance.

No employee will be penalized for filing a grievance in good faith. However, any employee who knowingly: 1) makes false statements of fact; 2) omits or fails to disclose material information; or, 3) engages in conduct intended to disrupt, delay or obstruct any portion of this Grievance Procedure, including filing baseless or meritless grievances, shall be subject to disciplinary action, up to and including termination of employment.

### **Access to Personnel Files Policy**

The official personnel file for each employee shall be maintained by the Administrative Assistant. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access. Any employee may review their file in the presence of the Administrative Assistant or the Executive Director upon reasonable notice.

### **Conflict of Interest Policy**

Employees including Authority officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Authority. Violations of this policy will result in appropriate discipline including termination.

The Authority recognizes the right of employees to engage in outside activities that are private nature and unrelated to Authority business. However, business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to

annually file a state mandated disclosure form. The Authority Administrative Assistant will notify employees and Authority officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including an Authority official is in a position to influence an Authority decision that may result in a personal gain for the employee or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Authority may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Executive Director to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Authority responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Authority time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of Authority work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the Authority must submit a written notice of these outside interests to the Executive Director.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their Authority duties. Under no circumstances accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Authority or any person or firm seeking to influence Authority decisions. Employees are required to report to the Executive Director any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

### **Political Activity Policy**

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using Authority time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Head, Executive Director, Administrative Assistant or the Authority Attorney

### **Employee Evaluation Policy**

The supervisor (Superintendent, Administrative Assistant or Executive Director) may complete a written evaluation and appraisal form for every employee not covered by the Collective Bargaining Agreement to measure progress and to encourage self-improvement. The evaluation will also record additional duties performed, educational courses completed as well as a plan to correct any weak points using the Employee Counseling form. After completing the evaluation,

the supervisor will review the results with the employee and return the form(s) with the signed acknowledgement to the Executive Director. After review by the Executive Director, the form(s) are to be forwarded to the Administrative Assistant for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Executive Director or Administrative Assistant.

## **Employee Discipline Policy**

The Authority retains the sole right to discipline or discharge employees for cause. Cause for discharge shall include, but shall not be limited to, the following:

- a. proven theft of Authority or employee property;
- b. possession of or being under the influence of alcoholic beverages or non-prescribed drugs on company property;
- c. calling or participating in an unauthorized walkout, job action, or strike;
- d. proven assault or fighting while on company time;
- e. proven deliberate damage to company property;
- f. excessive absenteeism or tardiness;
- g. immoral or indecent conduct;
- h. insubordination or failure to follow instructions;
- i. falsification of records;
- j. abusive behavior toward coworkers or supervisory personnel;
- k. punching other employees' clock cards;
- l. violation of safety rules;
- m. smoking in areas where smoking is prohibited;
- n. gambling on company premises;
- o. leaving post without permission of the supervisor;
- p. leaving post before the relief shift or person has arrived;
- q. failure to fully perform job duties whether or not in response to a direct instruction (including failure to apply knowledge expected of an advanced license holder when the employee is receiving a license incentive);
- r. any other sufficient cause including conduct on the part of any employee of such nature as to disturb the harmonious relations between the Authority and the Collective Bargaining Unit Employees
- s. violation of the drug and alcohol policy
- t. conduct unbecoming of a public employee
- u. causing damage to an Authority vehicle or equipment and/or causing a violation of Federal/State regulations as to plant operations or maintenance

Major disciplinary action includes termination, disciplinary demotion or suspension. Minor discipline includes a formal, written reprimand or a suspension. Employees who object to the

terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, the Authority believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; written reprimand; suspension and dismissal. At the discretion of the Authority, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

Notice of appeal from discharge must be made to the Executive Director, in writing, within five (5) working days (Monday through Friday) from the date of the discharge.

The inadvertent failure to discipline or discharge in any particular instance shall not be deemed a waiver of the Authority's right with respect to future instances, or as a precedent for other instances involving the same or other employees or conduct.

Neither this manual nor any other Authority guidelines, policies or practices create an employment contract. Employment with the Authority may be terminated at any time with or without cause or reason by the employee or Authority.

## **Resignation Policy**

Resignation is a voluntary action of an employee notifying the Authority of intent to leave his/her position. All employees are required to give two (2) weeks' notice to the Executive Director or his/her designee prior to their voluntary termination of employment. This notice shall be a condition precedent to the employee's entitlement to any unused and accumulated vacation or sick leave. Notices of resignation are considered final and binding by the Authority; the Authority is under no obligation to accept or honor an employee's attempt to rescind a resignation once submitted.

After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two weeks, the employee may not use paid time off except paid holidays. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Authority will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all

keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

## **Work Force Reduction/Seniority Policy**

After the probationary period, seniority shall be determined upon the length of service with the Authority from the original date of hire.

To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the Authority agrees that, given equal qualifications as determined at the sole discretion of the Authority, the more senior of equally qualified candidates should receive the promotion.

The Authority shall notify all employees of layoff, simultaneously with posting of any vacancy on the bulletin board, to facilitate all members of the bargaining unit having the opportunity to apply for promotions. To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the parties agree that given equal qualifications, as determined at the sole discretion of the Authority, the most senior employee on layoff shall be given preference, even over a more senior employee still working at the Authority. Employees on layoff shall have five (5) calendar days from receipt of the notice to indicate their interest in the vacancy by phone, registered or certified mail, but in no event later than ten (10) calendar days after posting and sending of notice. The same form of notice shall be served upon employees on layoff as the notice posted. Such notice shall set forth the title of the job to be filled, anticipated hours of work and days of relief, the rate of pay and an outline of duties, as well as the person to contact.

When a job vacancy occurs in a job classification, a notice of such vacancy shall be posted on the applicable bulletin board and sent to employees on layoff for ten (10) calendar days. Employees interested in obtaining the job may bid for same by submitting a completed Personnel Action Form and any other information on their qualifications within the ten (10) calendar day posting period.

It is understood and agreed that the Authority has the exclusive right to terminate or otherwise discipline any employees who are on a temporary basis or who are within their probationary period and in such event said employees shall have no recourse to any of the provisions within this Agreement nor shall they have any specific recourse to the grievance procedure.

Seniority and the employees' rights shall be terminated and lost for any of the following reasons:

- a. when an employee quits;
- b. when an employee is discharged;
- c. when an employee is laid off for a continuous period of twelve (12) months;
- d. when an employee fails to return upon expiration of leave of absence;
- e. accepting other employment when on a requested leave of absence;
- f. if an employee fails, on recall from lay-off, to comply with notice and reporting requirements following the receipt of notification of recall; and,



- g. except for extraordinary circumstances, when an employee is absent for three (3) consecutive working days without reporting. (It is understood, of course, that it is necessary for an employee to make an immediate report of any absence from work.)

All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off; provided, however, that the senior employee has the demonstrated ability to immediately perform the available work to the sole satisfaction of the Authority.

In the event of a recall, employees shall be called back in seniority order, i.e., the last person laid off shall be the first person recalled; provided, however that the recalled employee(s) have the demonstrated ability to perform the available work to the sole satisfaction of the Authority. The laid off employees shall be given notice of recall by registered or certified mail, sent to the address last given to the Executive Director or his/her designee by the employee. It shall be the responsibility of the employee to keep the Executive Director or his/her designee informed of the employee's current address and telephone number. Within five (5) calendar days after receipt of the notice, the employee must notify the Executive Director or his/her designee by telephone, or registered or certified mail, of his/her intent to return to work, and must actually report on the date specified in the recall notice, unless it is mutually agreed, in writing, that the employee need not return to work within said time or in the event that the recall notice is for another period. Every attempt shall be made to give at least one (1) week's notice of recall before the actual reporting date. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

With respect to Bargaining Unit Employees, the Authority shall have the right to temporarily transfer employees for a period not to exceed sixty (60) working days, in which event and during which time the employee shall receive the higher rate of pay for either the new job or the employee's old job. Said person may be extended for as long as the Authority is making a good faith effort to permanently fill the job. The transfer does not cover intermittent or short-term (ten (10) working days or less) assignments.

The Authority shall submit a seniority list of bargaining unit employees to the Chief Shop Steward on an annual basis, unless there is a change.

### **Driver's License Policy**

Any employee whose work requires that the operation of Authority vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of an Authority vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by the Authority. Any employee who does not hold a valid driver's license will not be allowed to operate an Authority vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of an Authority vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate an Authority vehicle shall be subject to possible termination.

Any information obtained by the Authority in accordance with this section shall be used by the Authority only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.)

## **SECTION TWO - Workplace Policies**

### **Job Description Policy**

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the Executive Director. The Administrative Assistant will make copies available upon request.

### **Dress Code Policy**

Dress, grooming and personal hygiene must be appropriate for the position. Collective bargaining unit employees shall be required to wear Authority-issued clothing at all times; no outside clothing shall be worn while the employee is working. All other employees are required to dress in a manner that is normally acceptable in similar establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire. The Authority will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

### **No Smoking Policy**

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the Authority has adopted a smoke-free policy for all buildings. This policy includes electronic cigarettes and chewing tobacco. Authority facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in Authority buildings. Employees are permitted to smoke only outside Authority buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Authority and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

### **Use of Vehicles Policy**

Authority owned vehicles shall be used only on official business and all passengers must be on Authority business. Vehicles may be taken home only with the advance approval of the Department Head to facilitate responses to after-hours emergency calls. When an employee takes home an Authority vehicle, it is to be used only for official Authority business; any other use is not permitted. Any violation of this policy constitutes cause for disciplinary action, up to and including termination.

Please refer to the Collective Bargaining Agreement for collective bargaining unit employees.

## Telephone Usage Policy

Authority telephones are for official use only.

## Communication Media Policy

The Authority's Communication Media are the property of the Authority and, as such, are to be used for legitimate business purposes only. For purposes of this Communication Media Policy, "Communication Media" includes all electronic media forms provided by the Authority such as cell phones, smart phones, computers, electronic tablets, access to the internet, voicemail, email, and fax.

All data stored on and/or transmitted through Communication Media is the property of the Authority. For purposes of this policy, "Data" includes "electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve an Authority business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the Authority's mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the Authority's local or wide-area networks."

The Authority respects the individual privacy of its employees. However, employee communications transmitted by the Authority's Communication Media are not private to the individual. **All Communication Media and all communications and stored information transmitted, received, or contained in or through such media may be monitored by the Authority. The Authority reserves the absolute right to access, review, audit and disclose all matters entered into, sent over, placed in storage in the Authority's Communication Media.** By using the Authority's equipment and/or Communication Media, employees consent to have such use monitored at any time, with or without notice, by Authority personnel. The existence of passwords does not restrict or eliminate the Authority's ability or right to access electronic communications. However, the Authority cannot require the employee to provide its password to his/her personal account.

All email, voicemail and Internet messages (including any technology-based messaging) are official documents subject to the provisions of the Open Public Records Act (N.J.S.A. 47:1A-1). Employees of the Authority are required to use the assigned municipal email account for ALL Authority business and correspondence. The use of private email accounts for ANY Authority business or during business hours is strictly prohibited.

Employees can only use the Authority's Communication Media for legitimate business purposes. Employees may not use Authority's Communication Media in any way that is defamatory, obscene, or harassing or in violation of any Authority rules or policy. Examples of forbidden transmissions or downloads include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparaging to others based on their actual or perceived age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship,

marital status or any other legally recognized protected basis under federal, state or local laws, regulations or ordinances.

All employees, who have been granted access to electronically-stored data, must use a logon ID assigned by the Authority. Certain data, or applications that process data, may require additional security measures as determined by the Authority. Employees must not share their passwords; and each employee is responsible for all activity that occurs in connection with their passwords.

All employees may access only data for which the Authority has given permission. All employees must take appropriate actions to ensure that Authority data is protected from unauthorized access, use or distribution consistent with these policies. Employees may not access or retrieve any information technology resource and store information other than where authorized.

Employees must not disable anti-virus and other implemented security software for any reason, in order to minimize the risk of introducing computer viruses into the Authority's computing environment.

Employees may not install *or Modify* ANY hardware device, software application, program code, either active or passive, or a portion thereof, without the express written permission from the Authority. Employees may not upload, download, or otherwise transmit commercial software or any copyrighted materials belonging to parties outside of the Authority, or licensed to the Authority. Employees shall observe the copyright and licensing restrictions of all software applications and shall not copy software from internal or external sources unless legally authorized.

Social Media and its uses in government and daily life are expanding each year however, information posted on a website is available to the public; therefore, employees must adhere to the following guidelines for their participation in social media.

Only those employees directly authorized by the Executive Director may engage in social media activity during work time through the use of the Authority's Communication Media, as it directly relates to their work and it is in compliance with this policy.

Employees must not reveal or publicize confidential Authority information. Confidential proprietary or sensitive information may be disseminated only to individuals with a need and a right to know, and where there is sufficient assurance that appropriate security of such information will be maintained. Such information includes, but is not limited to the transmittal of personnel information such as medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

No Authority employee shall post internal working documents to social media sites. This includes, but is not limited to, screenshots of computer stations, pictures of monitors and/or actual documents themselves. In addition employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees,

detainees, people or job related incident or occurrence taken with the Authority's Communication Media to any person, entity, business or media or Internet outlet whether on or off duty without the express written permission of the Executive Director. Except in "emergency situations," Employees are prohibited from taking digital images or photographs with media equipment not owned by the Authority. For purposes of this section, an "emergency situation" involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flights from accidents or crimes and the employee does not have access to the Authority's Communication Media. If such situation occurs, employee agrees that any images belong to the Authority and agree to release the image to the Authority and ensure its permanent deletion from media device upon direction from the Authority.

No media advertisement, electronic bulletin board posting, or any other communication accessible via the Internet about the Authority or on behalf of the Authority, whether through the use of the Authority's Communication Media or otherwise, may be issued unless it has first been approved by the Executive Director. Under no circumstances may information of a confidential, sensitive or otherwise proprietary nature be placed or posted on the Internet or otherwise disclosed to anyone outside the Authority. Such unauthorized communications may result in disciplinary action.

Because authorized postings placed on the Internet through use of the Authority's Communication Media will display on the Authority's return address, any information posted on the Internet must reflect and adhere to all of the Authority's standards and policies.

All users are personally accountable for messages that they originate or forward using the Authority's Communication Media. Misrepresenting, obscuring, suppressing, or replacing a user's identity on any Communication Media is prohibited. "Spoofing" (constructing electronic communications so that it appears to be from someone else) is prohibited.

Employees must respect the laws regarding copyrights, trademarks, rights of public Authority and other third-party rights. Any use of the Authority's name, logos, service marks or trademarks outside the course of the employee's employment, without the express consent of the Authority's is strictly prohibited. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

If employees choose to identify themselves as an Authority employee on their personal social media accounts and even those that do not should be aware that he or she may be viewed as acting on behalf of the Authority, as such no employee shall knowingly represent themselves as a spokesperson of the Authority, post any comment, text, photo, audio, video or other multimedia file that negatively reflects upon the Authority expresses views that are detrimental to the Authority's mission or undermine the public trust or is insulting or offensive to other individuals or to the public in regard to religion, sex, race or national origin. Authority employees are encouraged to exercise extreme caution posting photographs of themselves in uniform or in situations where they can be readily identified as Authority employees.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Authority employees have the right to engage in or refrain from such activities.

### **Bulletin Board Policy**

The bulletin boards located in the Authority administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events.

The Authority shall provide two (2) bulletin boards for posting notices to its employees in the vicinity of both time clocks and agrees that the collective bargaining unit(s) within the Authority may use such bulletin board for notices addressed to its members as to meetings and other business. All postings shall be either on letterhead and/or signed by an authorized representative of such bargaining unit. No such material shall be derogatory, discriminatory, demeaning and/or inflammatory towards other employees and/or the Authority.

## **SECTION THREE - Paid and Unpaid Time-Off Policies**

### **Paid Holiday Policy**

The following fifteen (15) holidays shall apply to all personnel:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

When a listed holiday falls on a Saturday, it will be celebrated the preceding Friday. When a listed holiday falls on a Sunday, it will be celebrated the following Monday.

If a holiday falls during a vacation period, the employee shall be granted an additional day of vacation which may be scheduled at the option of the employee either at the beginning or end of the scheduled vacation. An employee not scheduled to work on a listed holiday (regular day off) shall receive a compensatory day to be selected by the employee as set forth in Paragraph 2 of the Overtime Compensation Policy.

Personnel working on a listed holiday shall be paid eight (8) hours for the day in money, and paid at the rate of time and one-half (1½) the normal rate for the hours actually worked.

It is understood and agreed that the Plant Superintendent or Executive Director has the right to demand that an employee, who does not work on his or her regular work day immediately preceding or following a recognized holiday, produce substantive evidence that he/she was ill. Normally a doctor or licensed medical practitioner's note will suffice. If the employee does not produce such evidence, the Authority has the right to not pay the employee for the holiday or to take appropriate disciplinary action.

### **Vacation Leave Policy**

Through December 31, 2017, the following policy is in effect for Vacation Leave. All full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee's years of completed service:



After one (1) year of employment	Two (2) weeks of pay.
After five (5) years of employment	Three (3) weeks of pay.
After eleven (11) years of employment	Three (3) weeks and one (1) day of pay.
After twelve (12) years of employment	Three (3) weeks and two (2) days of pay.
After thirteen (13) years of employment	Three (3) weeks and three (3) days of pay
After fourteen (14) years of employment	Three (3) weeks and four (4) days of pay.
After fifteen (15) years of employment	Four (4) weeks of pay.

Effective January 1, 2018, all full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee's years of completed service:

After one (1) year of employment	Two (2) weeks of pay
After five (5) years of employment	Three (3) weeks of pay
After ten (10) years of employment	Four (4) weeks of pay
After eleven (11) years of employment	Four (4) weeks and one (1) day of pay
After twelve (12) years of employment	Four (4) weeks and two (2) days of pay
After thirteen (13) years of employment	Four (4) weeks and three (3) days of pay
After fourteen (14) years of employment	Four (4) weeks and four (4) days of pay
After fifteen (15) years of employment	Five (5) weeks of pay

Partial and split vacations may be granted at the discretion of the Executive Director.

Effective through December 31, 2017, vacation time may not be accumulated and must be used within the anniversary year; however, a one (1) week carry over of vacation time from one (1) anniversary year to the next, not to exceed four (4) vacation weeks in any one anniversary year, may be arranged provided it does not interfere with the plant work schedule.

Effective beginning January 1, 2018, vacation time may not be accumulated and must be used within the anniversary year; however, a one (1) week carryover of vacation time from one (1) anniversary year to the next, not to exceed five (5) vacation weeks in any one (1) anniversary year, may be arranged provided it does not interfere with the plant work schedule and the "carryover week" is utilized within the first (1<sup>st</sup>) three (3) months of the following anniversary year.

In order to be eligible for full vacation pay in a particular year, an employee must have received pay in at least thirty (30) different work weeks during the fifty-two (52) week period immediately prior to the employment year in which the vacation would be taken. If an employee did not, he/she shall be entitled to the amount of time shown above based upon his seniority, multiplied by the fraction that is arrived at by the actual number of work weeks in which he/she has worked during the year over the number fifty-two (52).

### **Personal Leave Policy**

Each employee will be permitted two (2) paid personal business days in any one (1) calendar year upon prior notice and authorization from the Executive Director or his/her designee. Permission will be reasonably given based upon the work schedules and plant operations.

Personal business is limited to business and personal affairs of the employee, not otherwise excused, that cannot be accomplished other than during the employee's normal work hours. These days may not be accumulated and must be used within the calendar year. Employees will not be compensated for personal business days not used. After completing six (6) months of employment with the Authority, full-time employees shall be eligible to use their two (2) personal business days. Those employees whose date of employment is later than March 31 will be permitted to carry the personal days to the following year in their first year of employment.

Up to three (3) sick days *may* be taken in any one (1) calendar year for personal business under the conditions set forth above.

### **Sick Leave Policy**

After completing six (6) months of employment with the Authority, full-time employees shall be allowed sick leave at the rate of one (1) day for each completed calendar month worked. Sick leave is available as set forth herein whenever an employee is required to be absent from work for a bona fide sickness or illness. Sick leave shall not be interpreted as including a period where the employee serves in the role of a nurse or housekeeper during an illness of another member of the family.

In all cases wherein an employee requests a sick leave or day, the Authority reserves the right to send a doctor to examine and report on the conditions of the employee or, in its discretion, to require the employee to visit a physician designated by the Authority.

Whenever an absence due to sickness or illness: (1) exceeds three (3) successive work days; or, (2) is on a day immediately before or after scheduled days off or holidays or other days not worked; or, (3) occurs when an employee is scheduled to work on a weekend or holiday, the employee may be required to produce a physician's verification of said illness. In its discretion, the Authority reserves the right to have the employee examined by a physician before returning to duty. The Authority's right to demand a doctor's note to verify sick leave will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

Every absence on account of illness or disability in excess of three (3) successive working days must be certified by a written statement from a physician, using the form provided by the Authority. The Authority reserves the right to waive this requirement or to require the employee to be examined by a physician of the Authority's choice before the employee may return to work.

In case of a prolonged illness beyond accumulated sick leave, the Authority will continue its payments to the New Jersey State Health Benefits Plan and Extended Sickness Benefit Plan to a maximum of one (1) year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. An applicable collective bargaining unit within the Authority may request that payments be continued beyond the maximum one (1) year period which may be granted in the sole discretion of the Authority.

A request for medical leave shall be in writing and submitted to the Executive Director of the Authority together with the appropriate medical proof of illness. The Authority shall consider each such request on a case by case basis.

The grant of a request for an extension of benefits and/or a medical leave shall not be a waiver of the Authority's discretionary right to deny a request in any subsequent instance(s).

### **Accumulated Sick Leave Policy**

Sick leave not used may be accumulated (saved for the future). Sick leave neither accumulated nor used will be compensated for at the normal base pay, without premium rates, by January 15 of the following calendar year.

In addition to the above, any employee who does not use sick leave, including converting sick leave to personal leave, during the calendar year will be paid one (1) full day's pay in the first (1<sup>st</sup>) regular pay check of the next calendar year.

When a full-time employee has accumulated the maximum of sixty (60) days of sick leave, he/she shall be compensated at his/her normal base pay for the number of sick leave days in excess of sixty (60) days not used. Furthermore, any employee who retires on or after January 1, 2016 shall be dollar (\$) capped at 7,500.00.

In the event of an employee's death, payment for all accumulated sick leave up to sixty (60) days will be paid at the employee's base rate, without premium rate, to the employee's estate.

### **Authorized Time Off**

In order to receive authorized time off with full or partial pay, the employee must have previously filed (except for Death in the Family which shall be addressed below), in writing, on the appropriate NBCUA form by written letter and receive prior authorization from the Executive Director or designee. Authorized time off shall include the following:

#### **Death in the Family**

If there is a death in the employee's immediate family, the employee will be excused from work up to three (3) calendar days without a loss of pay, one (1) of which shall be the day of funeral or the actual day of death, whichever the employee chooses. It is the intention of this provision to make sure an employee has three (3) bereavement days off without loss of pay. If an employee cuts short a scheduled vacation on account of the death, the employee shall be entitled to reschedule the remaining portion of the vacation in the same manner as other compensatory days. Immediate family shall be limited to spouse or significant other, children, step-children, mother, step-mother, father, step-father, brother, sister, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, the maternal and/or paternal grandparents of the employee and his or her spouse/significant other, and grandchildren of the employee and/or his/her spouse/significant other. An employee shall be entitled to three (3) bereavement leave days in addition to any other regular time-off from work scheduled at the time when a death in the

employee's immediate family occurs. In order to be eligible for bereavement leave, the employee must fill out and submit a bereavement leave request form with his/her supervisor, subsequent to the leave being taken.

### **Jury Duty Policy**

An employee called upon to serve as a juror will receive the difference between the jury payment and the employee's regular pay for a normal work week, upon presentation of satisfactory proof of the amount received from jury duty. To allow sufficient time for the Authority to schedule a replacement, jury notices are to be presented to the employee's supervisor or the Executive Director as soon as received but in no instance less than two (2) weeks before the date the employee is supposed to commence jury or military service, unless the employee did not receive two weeks' notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Article.

### **Civic Duties**

In the event of a serious emergency (not routine calls) an employee may be excused without a reduction in pay from his regular duties if he/she is a member of a local volunteer fire department, auxiliary police force, or ambulance corps. In order to qualify for this provision, the employee's services must be required by the commander of the unit involved. Said request shall be made to the Plant Superintendent.

Because the efficient operating of the Plant is also vital to the public health, all employees who wish to offer their time to voluntary fire, police and ambulance services must supply the Authority with some proof (such as a letter) from the head of such voluntary service acknowledging the active participation of the employee. The employee shall be required to notify the voluntary services of his or her work schedule at the Authority so that the service will first call other volunteers and avoid calling the employee away from duty. No employee, while on duty, may leave his/her post or position for a civic matter without the express prior authorization of the Executive Director or designee. Failure to receive such authorization and leaving their post/position will result in immediate termination from the Authority's employ.

### **Leave of Absence Policy**

A leave of absence without pay may be requested by any employee who will submit in writing all facts bearing on the request to the Executive Director, who will consider each request on its merits, without establishing a precedent. No leave of absence without pay will initially be granted for more than three (3) months (90 calendar days).

In the event a second (2<sup>nd</sup>) leave of absence is requested, the procedures applying to such request shall be the same as in the case of a first request. No leave of absence shall be granted to any employee that totals more than six (6) months (180 calendar days) leave in any twelve (12) month period.

During leaves of absence, credits shall not accrue for sick leave, vacation time, and other benefits as well as other leaves of absence without pay, except for leaves of absence for military or other purposes if provided by statute.

## **Family and Medical Leave Act Policy**

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act (“FMLA”). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act (“FLA”). In order to be eligible for such leave, employees must have: one (1) year of service with the Authority; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee’s health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician’s certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Authority reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Human Resources Officer.

Commencing July 1 2009, Family Temporary Disability (“FTD”) payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least 20 weeks at minimum wage within the last 52 weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and there is a one week

waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the Authority with 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Authority with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. A serious injury or illness means an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; *or*
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*

4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and
- if the qualifying exigency requires meeting with a third party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of fifteen (15) calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

## **Domestic Violence Leave Policy**

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act," provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;

- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave cannot be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advance notice. In addition, employee seeking leave must provide proof that they qualify for the leave. Such proof may include a restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave act. If so, the Authority will treat the leave concurrently with the leave under those statutes. Employees may be required to use accrued paid vacation leave, personal time or sick leave concurrently.

The Authority shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

The Authority shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

## **Military Leave Policy**

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.



To allow sufficient time for the Authority to schedule a replacement, military orders are to be presented to the employee's supervisor or the Executive Director as soon as received but in no instance less than two (2) weeks before the date the employee is supposed to commence military service, unless the employee did not receive two weeks' notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Policy.

During military leaves of absence, credits shall accrue for sick leave, vacation time, and other benefits.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Authority group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

## **SECTION FOUR - Compensation & Employee Benefits Policies**

### **Pay Period and Paycheck Distribution**

All employees, plant and office, are paid every second (2<sup>nd</sup>) Friday. Base pay will include the Saturday prior to pay day.

If a holiday falls on a scheduled payday, the preceding Thursday will be the payday.

The normal workweek for Office Personnel shall consist of five (5) working days from Monday through Friday. Working hours are 8:30 AM to 4:30 PM with a one (1) hour lunch period resulting in a 35 hour work week. Office Personnel may vary these hours during the summer months of July and August, with approval of the Executive Director providing the work week is no less than 35 hours.

Because of the nature of the Authority's operations, coverage must be maintained 24 hours a day, 7 days a week. Plant personnel shall work a 40 hour week with working hours defined by the Collective Bargaining Agreement.

The Authority will not accept responsibility for any employee's personal finances. The Authority will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

### **Credit Information & Wage Assignments**

Only information about employees that is classified as "public record" is made available to those making credit inquiries. All other requests for information, other than verification of employment, must be made in writing.

All employees are expected to pay their creditors when due. If employees fall behind on their credit payments, court ordered garnishments of wages may occur. If this happens, the Authority is legally required to deduct a portion of the employee's salary from his/her paycheck and forward it to the creditors.

### **Time Reporting**

Accurate and complete attendance records shall be maintained by the Authority. These records are the official records used to determine the employee's eligibility for pay benefits.

Each hourly employee is required to submit a Time Sheet for the pay period prior to pay day. This record includes any absences or overtime that an employee has incurred during the pay period.

## **Overtime Compensation Policy**

For hourly employees overtime work shall be compensated at the rate of one and one-half (1 ½) times the employee's normal base rate of pay for all hours worked in excess of the normal work week for that employee's position, provided such extra hours are worked in the same normal pay week, being defined as Sunday through Saturday. For hourly employees in the collective bargaining unit, please refer to the Collective Bargaining Agreement.

Hourly employees may request compensatory time off equal to the amount of time actually worked. The compensatory time off would be equivalent to time and one-half (1 ½). The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a request in any subsequent instance(s). The accumulation of compensatory time is hereby discontinued. Employees who are granted compensatory time must utilize it by the conclusion of the following payroll period in which the time is granted or it will be paid by the Authority.

In computing overtime compensation the nearest one-half of an hour shall be the smallest fraction of an hour to be reported and paid.

In the event of a holiday, an authorized vacation day or an illness which causes the employee to be absent, these days will be counted as time worked to compute overtime. Personal time off (PTO) and accumulated holiday time (AHT) will NOT count as time worked in the computation of overtime.

Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer and professional positions are exempt from the provisions of the Act. The Administrative Assistant shall notify all exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Executive Director's prior approval and at the sole discretion of the Executive Director.

All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Rules governing overtime and overtime compensation are detailed in the Collective Bargaining Agreement.

## **Health Insurance Policy**

The Authority, being a participant in the New Jersey State Health and Dental Benefits Plan, offers all employees and their dependents benefits under this system. Enrollment shall include the employee's family, as defined by the Plan. Drug Prescription coverage is also provided to the extent covered by the health benefit plan. In order to be eligible, an employee must work at least thirty-five (35) hours per week on a regular basis.

Premiums for these insurance programs shall be borne by the Authority, subject to employee contributions (including applicable retirees) required by Ch. 78, P.L. 2011, effective July 1, 2014.

### **Prescription Eye Glasses Benefit Policy**

The Authority will reimburse an employee up to Four Hundred Dollars (\$400.00) annually for the purchase of one (1) pair of prescription eyeglasses and a related eye examination for replacements of the same only, due to damage or loss while on duty.

### **Retirement Policy**

Under State law, all employees must enroll in the New Jersey Public Employee Retirement System or the Police and Fire Fighters Retirement System as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying the Department Head in writing. The State retirement plans request six (6) months' advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Administrative Assistant will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

### **Workers' Compensation Policy**

Employees who are injured while working must make an immediate report of such injury to the Supervisor. All injuries, no matter how slight they may be, must be reported within four (4) hours after the injury. All injuries incurred in or arising out of the course of employment shall be subject to Worker's Compensation Law of the State of New Jersey. Any employee who on any day is unable to complete a full day's work because they suffered an accident within the course and scope of their employment shall receive full pay for eight (8) hours on that day, seven (7) hours for administrative staff employees.

The Authority covers workers compensation benefits through its membership in a joint insurance fund. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

An employee absent because of an injury arising out of his employment shall continue to receive his wages as long as the injured employee endorsed over to the Authority his/her temporary disability check received by reason of said injury. Such salary continuation shall be up to a maximum of six (6) months from the date of injury. An applicable collective bargaining unit within the Authority may request an extension beyond a six (6) month period which may be granted in the sole discretion of the Authority.

## **Employee Assistance Policy**

The Northwest Bergen County Utility Authority participates in the Bergen County Employee Assistance Program (EAP). The EAP provides confidential assessments, referrals, and monitoring to employees for such personal matters as family and marital relations, legal or financial difficulties, substance abuse, and other problems. The EAP has proven to be an important and successful health personnel service for all county employees and municipal employees in nine towns.

Three major classes of referrals for the EAP include substance abuse, psychological or family, and legal. For additional information contact the Bergen County Office of Alcohol & Drug Dependency, 327 East Ridgewood Avenue, Paramus, NJ 07652 • Phone (201) 634-2740.

## **Educational Assistance and Tuition Policy**

All bargaining unit employees seeking payment for license and trade incentives in accordance with Articles 22 and 23 of the Collective Bargaining Agreement, effective January 1, 2017, shall bear all the costs for obtaining and/or maintaining said licenses. The Authority shall pay no costs/fees whatsoever nor shall reimbursement be permitted. The Authority will allow paid time off to obtain/maintain such licenses when requested in writing to the Superintendent at least ten (10) calendar days in advance of such time off and so long as the time off does not interfere with Authority operations as determined by the Authority or create an overtime opportunity for other bargaining unit members.

Upon approval of the Superintendent and/or Executive Director, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Executive Director will be the sole judge of whether a particular course or program is "directly related" to the employee's work. Employees are strongly urged to obtain this determination before enrolling in a course or program.

Employees may receive reimbursement for up to 100 percent (100%) of the tuition cost for training or college courses that they take on their own initiative. The reimbursement must be repaid if the employee leaves Authority employment within twenty-four (24) months of receipt.

## **Conference and Seminar Policy**

Requests to attend a conference or seminar must be approved by the Department Head and the Superintendent. Requests shall be made sufficiently in advance to take advantage of discounts for early registration. Requests must be in writing including the conference schedule, registration information and estimated costs. The Department Head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

## **SECTION FIVE - Managerial/Supervisory Procedures**

### **Employment Procedure**

- **Recruitment:** The Executive Director in conjunction with the Administrative Assistant will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. When a vacancy occurs, it is the responsibility of the Department Head or Superintendent to notify the Executive. The Executive Director will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Authority is an equal opportunity employer.
- **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.
- **Interviews:** The Executive Director, Superintendent or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Authority will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship on the Authority.
- **Physical Examinations:** All permanent full-time employees are required to have a comprehensive physical examination as a condition of employment, which they must pass in order to be employed. NBCUA shall schedule and pay for physical examinations of all potential hires.

The Authority may request a physical examination of any employee at any time in its discretion. Said physical examination shall be made at the Authority's expense and by a doctor of the Authority's choice.

All employees are required to participate in the NBCUA Drug and Alcohol Screening Program which includes random testing for employees. Penalties for failure of the test(s) or failure to participate in the program are described in the Program which is distributed to each employee.

- **Criminal Background Checks:** Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with the Authority.

- **Job Offers:** The final decision will be made by the Authority Executive Director after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Authority. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.
- **Acceptances and Rejections:** If the first offer is rejected, the Authority Executive Director will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.
- **Employability Proof:** After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.
- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Administrative Assistant. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records documents related to other candidates must be retained for at least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

## **Background Checks and Procedures for Candidates, Employees and Volunteers**

- **Background checks required:** Background checks are required of all candidates, whether for paid or volunteer positions, working directly or indirectly with the Authority.
- **Background check procedure:** The Authority will initiate background checks and be the recipient of reports from outside agencies or contractors. The Administrative Assistant will discuss disqualifying information received with the Superintendent or Executive Director. Written information received as a result of a "Request for Criminal History Record Information for a Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).



The Administrative Assistant will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working for the Authority. If the Authority contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working for the Authority. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with or without pay at the discretion of the Executive Director.

- **Conditions Under Which An Employee Will Be Disqualified From Working for the Authority:** A candidate, volunteer, or employee may be disqualified from employment in a position if that person's criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States:

- Homicide (N.J.S.A. 2C:11)
- Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)
- Kidnapping (N.J.S.A. 2C:13)
- Sexual Offenses (N.J.S.A. 2C:14)
- Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
- Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10(a)4)
- Robbery (N.J.S.A. 2C:15)
- Theft (N.J.S.A. 2C:20)

A disqualification from any position will be based only on a conviction for one or more of the above disqualifying crimes and offenses. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

## **Nepotism Procedure**

Unless otherwise provided by law or collective bargaining unit agreements, immediate relatives shall not be hired, promoted or transferred to a regular full-time or regular part-time position where:

- One relative would have the authority to appoint, remove, discipline or evaluate the performance of the other;
- One relative would be responsible for auditing the work of the other; or
- Other circumstances exist that place the relatives in a situation of actual or reasonably foreseeable conflict of interest.

For purposes of this policy, immediate relative includes spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

### **Open Public Meetings Act Procedure**

Discussions by the governing body or any body of the Authority concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session, with the right of the employee to be present, unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body or any body of the Authority concerning such matters, the Board Secretary shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session.

### **Processing and Orientation of New Employees Procedure**

All new regular full-time and regular part-time employees will be scheduled to meet with the Department Head on their first day for a general orientation. Copies of all forms and acknowledgements must be returned to the Administrative Assistant for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Employee Handbook and acknowledgement of receipt;
- A review of the Personnel Policies and Procedures Manual if the employee is a manager or supervisor and acknowledgement of receipt;
- The Employee Complaint Policy letter and acknowledgement;
- A safety orientation and acknowledgement; and
- Arrangements for the new employee to complete required PEOSHA safety training.

## **Initial Employment Period Procedure**

Except where State requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to an initial employment period of not less than 180 days. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor. At the end of the initial employment period, the supervisor will conduct an employee evaluation – see Performance Evaluation Procedure. New employees may be discharged at any time during this period if the Authority concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Executive Director may extend the initial employment period. (Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of the initial 180 day employment period.)

Nothing in the procedure set forth in this section shall alter the Authority’s employment at will policy. Employment with the Authority is at will and may be terminated at any time with or without cause or notice by the Authority or the employee.”

## **Employee Handbook Procedure**

The Administrative Assistant with the assistance of the Authority Attorney shall draft an Employee Handbook for the approval of the Executive Director. A separate version of the Handbook will be drafted for part-time and seasonal employees as well as for major bargaining groups if appropriate. Once approved, copies will be distributed and employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The Handbook will be revised and re-distributed whenever there is a significant change in personnel practice or every two years.

## **Performance Evaluation Procedure**

Performance discussions must provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee’s skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

- **Setting the Stage:** The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the blank evaluation form. The meeting should be private without interruptions in a comfortable environment.

- **Confirm Expectations:** The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.
- **Rating:** Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.
- **Discussing Future Plans:** This is where the reviewer should turn to the discussion to the future performance and development of the employee. A Counseling Action Plan form must be completed if any item is rated "Needs Improvement" or "Does Not Meet Minimum Standards." Specific performance goals must be established for the next review period along with plans for achieving those goals.
- **Closing the Discussion:** When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

*Exceeds Expectations* means consistently exceeds established standards in most areas of responsibility. All requirements must be met and objectives achieved above the established standards.

*Meets Job Requirements* means all job requirements were met and planned objectives accomplished within established standards. There were no critical areas where accomplishments were less than planned.

*Needs Improvement* means performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

*Does Not Meet Minimum Standards* means performance is unacceptable and important objectives have not been accomplished. Needs immediate improvement.

After completing the evaluation, the reviewer will return the form(s) with the signed acknowledgement to the Executive Director. After review by the Executive Director, the form(s)

are to be forwarded to the Administrative Assistant for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Executive Director.

## **Disciplinary Action Procedure**

All employees are expected to meet the Authority's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Authority's policies and procedures and other disciplinary problems.

Should a supervisor believe that an employee is not conforming to the Authority's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record. At the discretion of the supervisor, action may begin at any step, and/or certain steps may be repeated or by-passed.

- **Verbal Reprimand:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Administrative Assistant for the employee's official personnel file.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Superintendent and/or Human Resources Officer. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the Administrative Assistant for the employee's official personnel file.
- **Suspension:** Whenever an employee is recommended for suspension, the Executive Director will make the decision and may seek the advice of the Authority Attorney if appropriate. Suspended Employees may request a hearing under the applicable grievance procedure.
- **Dismissal:** Whenever an employee is recommended for dismissal, the Executive Director will make the decision only after seeking the advice of the Authority Attorney. There must be a complete review of the employee's personnel file and all other facts to

determine if there is sufficient cause for the dismissal. Terminated employees may request a hearing under the applicable grievance procedure.

## **Personnel File Procedure**

The official personnel files shall be maintained by the Administrative Assistant and employee medical information will be maintained in a separate file. At least annually, the Administrative Assistant will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;
- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Educational transcripts; and
- Any other pertinent information.

## Employee Complaint Investigation Procedure

Employees have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that they believe to be improper.

- **Reporting:** Employees should be asked to report complaints in writing utilizing the Employee Complaint form, but are not compelled to do so.
- **Identification/Screening:** The supervisor must report all written or verbal complaints to the Executive Director unless the complaint is against the Executive Director. Upon receipt, the Executive Director will determine if the complaint was made pursuant to the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy, the Whistle Blower Policy, a grievance procedure or is another form of complaint. A file will be established including the written complaint, the investigation procedure followed and the response action plan. As soon as possible but no later than ten days after receiving the complaint, the Executive Director or investigator appointed by the Executive Director will interview the employee. If the employee is reluctant to sign a written complaint, the Executive Director or investigator will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the employee who will be asked to affirm, preferably in writing the information's accuracy.
- **Investigation:** The Executive Director may seek the advice of the Authority Attorney when planning the investigation. The investigation should be conducted by the Attorney/ or county prosecutor if it involves potential criminal charges. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint and the alleged wrongdoer.
- **Response Plan – No Corrective Action Required:** The Executive Director will review the conclusions with the Attorney if necessary and render a decision within fourteen days after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complaining employee should be notified in writing. Care should be taken to avoid being too specific, confrontational or accusatory and to avoid any language that might be construed as defamatory. A general statement is usually more appropriate that the claim was thoroughly investigated, but could not be sufficiently documented or confirmed to justify taking formal action. The employee should be assured that future complaints will be investigated and that the Authority is committed to eliminating wrongful employment practices when they are found to exist. If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, the complainant must be notified of the seriousness of filing a false complaint, and the appropriate disciplinary penalty under the circumstances, up to and including termination.
- **Response Plan – Corrective Action Required:** If the investigation reveals that the complaint is justified and substantiated, the Executive Director will formulate with the

advise of the Attorney a corrective action plan as well as possible disciplinary action. The complaining employee will be notified, in writing that it appears that the complaint was justified and an appropriate response plan has been formulated. A copy of the response plan should be attached to the letter. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior.

## **Requests for Employment Verification and Reference Procedure**

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Administrative Assistant. No employee may issue a reference letter without the permission of the Administrative Assistant. Under no circumstances should any information be released over the phone.

In response to a request for information, the Administrative Assistant will only verify an employee's name, dates of employment, job title, department and final salary. No other data or information will be furnished unless (1) the Authority is required to release the information by law or (2) the employee or former employee authorizes the Authority in writing to furnish this information and releases the Authority from liability.

## **Continuing Education Procedure**

The Authority will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The Authority will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as Authority employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.



## **SECTION SIX - Forms**

- Notice of Personnel Discussion
- Employee Letter Concerning Employee Complaint Procedure
- Sample Notices Concerning Whistleblower Act
- Application for Employment
- NJ Division of Civil Rights Guide on Pre-Employment Inquiries
- Performance Appraisal
- Counseling Action Plan
- Employee Evaluation Checklist
- Fingerprint and Background Check Consent Form for Employees and Job Applicants.



**NOTICE OF PERSONNEL DISCUSSION**

To: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

This is to notify you, pursuant to the Open Public Meeting Act, that the NBCUA plans to discuss the subject matter(s) checked below relating to your employment.

- Application for Employment
- Promotion or Transfer
- Compensation
- Performance Evaluation
- Special Leave Request
- Grievance
- Discipline
- Possible Termination
- Other (Specify): \_\_\_\_\_

The discussion will take place at the following meeting(s):

Date of Meeting(s): \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

The discussion will be in closed session, not open to the public, unless before the meeting the Authority receives a request, in writing, in which you ask that the discussion be held in public. If the discussion will affect other employees or potential employees, it may be closed to the public unless all such affected persons submit such signed requests. You are not required to attend this meeting.

Notice Date: \_\_\_\_\_ Signed: \_\_\_\_\_ (title) \_\_\_\_\_

# Conscientious Employee Protection Act "Whistleblower Act"

## Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
  - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
  - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
  - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
  - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
    - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
    - (2) is fraudulent or criminal; or
    - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

### CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Eric Bernstein, Esq.

Address: 34 Mountain Blvd, Bldg A, Box 4922  
Warren NJ 07059

Telephone Number: 732-805-3360

## ***This notice must be conspicuously displayed.***

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.

# La Ley de protección al empleado consciente

## "Ley de protección del denunciante"

### Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
  - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
  - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
  - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
  - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
    - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
    - (2) es fraudulenta o delictiva; o
    - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

#### Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al parágrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: Eric Bernstein  
Dirección: 34 Mountain Blvd, Ridge, PO Box 4922  
Warren NJ 07059  
Número de teléfono: 732-805-3360

### Este aviso se debe exponer a la vista de todos.

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.



**NBCUA Employee Complaint Form**

Date \_\_\_\_\_

**Attach additional sheets if necessary to fully complete all questions**

**Name:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **SUPERVISOR:** \_\_\_\_\_

**Time period covered by this complaint:** \_\_\_\_\_

**Individuals who allegedly committed the acts being complained of:**

\_\_\_\_\_  
\_\_\_\_\_

**Describe the nature and dates of the acts allegedly committed by each individual:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Identify all persons with knowledge of the complained conduct:**

\_\_\_\_\_  
\_\_\_\_\_

**Are there any documents or other evidence that supports the occurrences described above?**

\_\_\_\_\_  
\_\_\_\_\_

**If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.**

\_\_\_\_\_  
\_\_\_\_\_

**Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?**

\_\_\_\_\_  
\_\_\_\_\_

**Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.**

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**What is your requested remedy for this complaint?**

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**ACKNOWLEDGMENT**

The information provided above is true and correct to the best of my knowledge.

BY: \_\_\_\_\_ DATE:  
\_\_\_\_\_

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

30 Wyckoff Avenue  
*at Authority Drive*  
P.O. Box 255  
Waldwick, NJ 07463

Tel: 201.447.2660  
Fax: 201.447.0247  
[www.nbcua.com](http://www.nbcua.com)

## **EMPLOYMENT APPLICATION**

**(Attached)**



**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

30 Wyckoff Avenue  
at Authority Drive  
P.O. Box 255  
Waldwick, NJ 07463

Tel: 201.447.2660  
Fax: 201.447.0247  
www.nbcua.com

**APPLICATION FOR EMPLOYMENT**

**PERSONAL (Please print clearly)**

Last		First		M.I.	Telephone Number
<b>NAME</b>					
Number and Street		City		State	Zip Code
<b>ADDRESS</b>					Are you in the U.S. on a visa that prohibits you from working? YES NO
New Jersey Driver's License		YES	NO	Years of Residence	
Driver's License No.		In this state: _____		County: _____	
Person to notify in case of accident or emergency:					
Name:			Phone Number:		
Address:			Relationship to you:		
Military Service		Have you been in the U.S. Military Service?		YES	NO
If YES, describe duties while on active duty:				Honorably Discharged?	
				YES	NO

**POSITION**

Job Applied for:		When can you start:	
Can you work any assigned shift?		Are you available weekends?	
YES	NO	YES	NO
Holidays?			
YES		NO	
Please list any languages other than English which you speak, read or write		List and describe any internships, licenses, certifications or registrations connected with your profession or trade. (Give name of state in which license, certification or registration is held)	
_____		_____	
_____		_____	
_____		_____	

Machines operated and/or special skills (including steno, software programs):			
Typing? YES NO WPM:			
Have you any previous New Jersey State, County or Municipal Employment?			
YES	Permanent	Employer	Date:
NO	Temporary	Department	Job Title:
<b>WORK EXPERIENCE (List most recent employer first)</b>			
Present or last employer:		Street Address:	Supervisor's name:



Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
Previous employer:	Street Address:	Supervisor's name:
Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
Previous employer:	Street Address:	Supervisor's name:
Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
ADDITIONAL INFORMATION (Attach resume):		

How were you referred to NBCUA? Newspaper (give name): _____ Walk-in Employee (give name): _____ Other (indicate): _____
--

**REFERENCES**

Do not give relatives or former employers as references. Check here if you do not want us to contact your present employer \_\_\_\_\_

Name	Address	Telephone	Business or Occupation	Known how long?

Give name of any relative working for NBCUA _____	In what department do they work? _____
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**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
AGREEMENT**

I CERTIFY that answers given herein are true and complete to the best of my knowledge. In the event of my employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I UNDERSTAND that as a condition of employment, I may be required to pass the Authority's employment physical and any future physical examinations required by the NBCUA.

I HEREBY AUTHORIZE the Authority to contact former employers, and/or other reference sources, as part of the evaluation of my application for employment, and I hereby release such reference sources from any liability for the consequences of information which they may release to the Authority.

I UNDERSTAND that this application is not intended to be a contract of employment;

I ALSO AGREE, upon termination of employment, to return any Authority property issued to me, or to allow reasonable value of same to be deducted from my wages or to pay the replacement cost of same to the Authority before my final check will be released to me.

Date of Application \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Federal law prohibits discrimination in employment because of race, color, religion, age, gender, disability, marital or veteran status, sexual orientation or national origin.

## NJ DIVISION ON CIVIL RIGHTS GUIDE ON PRE-EMPLOYMENT INQUIRIES

Category	It is discriminatory to inquire about:	Some examples of acceptable inquiries:
<b>Name</b>	<ul style="list-style-type: none"> <li>a) The fact of a change of name or the original name of an applicant whose name has been legally changed</li> <li>b) Maiden name</li> </ul>	Whether or not the applicant has ever worked under another name or was the applicant educated under another name. (Allowable only when the data is needed to verify the applicant's qualifications)
<b>Birthplace and Residence</b>	<ul style="list-style-type: none"> <li>a) Birthplace of applicant</li> <li>b) Birthplace of applicant's parents</li> <li>c) Requirement that applicant submit birth certificate, naturalization or baptismal record</li> <li>d) Own home, rent, board or live with parents</li> <li>e) Citizenship</li> </ul>	<ul style="list-style-type: none"> <li>a) Are you in the United States on a visa, which prohibits you from working here?</li> <li>b) Are you either a US citizen or a permanent resident alien?</li> </ul>
<b>Creed and Religion</b>	<ul style="list-style-type: none"> <li>a) Applicant's religious affiliation</li> <li>b) Church, parish, or religious holidays observed by applicant</li> </ul>	
<b>Race or Color</b>	<ul style="list-style-type: none"> <li>a) Applicant's race</li> <li>b) Color of applicant's skin, eyes, hair, etc.</li> <li>c) Driver's license number</li> </ul>	
<b>Photographs</b>	<ul style="list-style-type: none"> <li>a) Photographs with application</li> <li>b) Photographs after interview, but before a hiring</li> </ul>	
<b>Age</b>	<ul style="list-style-type: none"> <li>a) Date of birth or age of applicant</li> <li>b) Age specifications, limitations, or implications in a newspaper advertisement which might bar workers under or over a certain age</li> <li>c) Driver's license number</li> </ul>	Applicant may be asked if he/she is over the minimum legal age and under a bona fide mandatory retirement age
<b>Language</b>	<ul style="list-style-type: none"> <li>a) Applicant's mother tongue</li> <li>b) Language commonly used by applicant at home</li> <li>c) How the applicant acquired ability to read, write, or speak a foreign language</li> </ul>	Language applicant speaks and/or writes fluently (only if job related)
<b>Relatives</b>	Name and/or address of any relative of the applicant	Name and address of person to be notified in case of accident or emergency
<b>Military Experience</b>	<ul style="list-style-type: none"> <li>a) Applicant's military experience in other than United States Armed Forces</li> <li>b) National Guard or Reserve Units of applicant</li> <li>c) Draft classification or other eligibility for military service</li> <li>d) Applicant's whereabouts during periods of armed conflict</li> <li>e) Dates, conditions and type of discharge</li> </ul>	<ul style="list-style-type: none"> <li>a) Military experience of applicant in Armed Forces of United States only when used for employment history</li> <li>b) Whether applicant has received any notice to report for duty in Armed Forces</li> </ul>
<b>Organizations</b>	Any clubs, social fraternities, sororities, societies, lodges, or organizations to which the applicant belongs	Membership in a union, professional or trade organization

<b>References</b>	The name of applicant's pastor or religious leader	Names of persons willing to provide professional and/or character references for applicant
<b>Sex and Marital Status</b>	a) Sex or marital status or any questions which would be used to determine same b) Number of dependents, number of children c) Spouse's occupation	
<b>Arrest and Conviction Record</b>	The number and kind of arrests of an applicant	Convictions which bear a relationship to the job
<b>Height and Weight</b>	Any inquiry into height or weight of applicant	
<b>Physical Disabilities</b>	Any inquiry as to physical disability, which has no direct bearing on satisfactory performance of the specific job in question. (For example, questions as to the mobility of a person without the use of his or her legs, when the job in questions involves working in a stationary position.)	Does applicant have any physical disability, which would prevent him or her from satisfactorily performing the job? (For example, questions concerning hearing impairment are acceptable on applications for a telephone operation position.)
<b>Education</b>	Whether or not the applicant is a high school graduate	a) Show highest grade completed b) Detail your educational background

## NBCUA PERFORMANCE APPRAISAL

EMPLOYEE NAME: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

DEPARTMENT/JOB TITLE: \_\_\_\_\_ DATE OF HIRE: \_\_\_\_\_

PRESENT REVIEW DATE: \_\_\_\_\_ LAST REVIEW DATE: \_\_\_\_\_ TIME IN POSITION (YRS.): \_\_\_\_\_

Use the Comments section to note goals being appraised and to provide future goals.

### Overall Rating (circle)

**1 – Does not meet minimum standards    2 - Needs Improvement    3 – Meets Job Requirements    4 – Exceeds Expectations**

#### **TRAINING/ JOB KNOWLEDGE: *Consider knowledge of methods, techniques, procedures, tools, and maintenance of certifications necessary to perform the position.***

Lets certification expire. No desire to improve skills. Insufficient knowledge and understanding of the job.

New in a position and still learning. Often requires additional instruction. Making progress, but not fully proficient. Needs to improve certain skills or job knowledge.

Fully understands job responsibilities. Maintains needed certification. Can operate all equipment required to perform his or her job.

Takes the initiative to improve job through evaluation of job processes. Can lead work group through unusual or unique situations.

**Comments:**

#### **PERFORMANCE: *Consider dependability, communication skills, and the quality and quantity of work based on established standards.***

Frequently damages government property and/or equipment. Work not up to expectations.

Needs a better grasp of job. New employee still in learning process, not yet proficient. Not always as productive as expected.

Completely performs job meeting all job standards. Consistently provides quality work requiring minimal revision to correct errors.

Job output continuously above standards and before deadlines. Takes initiative to take on other tasks whenever possible.

**Comments:**

#### **WORK CONDUCT: *Consider employee's interest in the position, commendations received, organizational support, personal appearance, and disciplinary actions.***

Frequently or repeatedly receives disciplinary actions and substantiated complaints from the community and co-workers.

Occasionally has disciplinary problems, but is working to correct behavior. Needs to project a positive outlook and pleasant manner.

Never has any discipline problems. Supervisor has complete trust in employee. Always conforms to dress code.

Consistent positive methods and behaviors, which translates into quality work. Has pride in work. Influences others in a positive way.

**Comments:**

#### **COOPERATION: *Consider teamwork, or the ability to work with others in a cooperative and productive manner.***

Seldom works well with others. Difficult to work with. Does not promote teamwork. Files unsubstantiated grievances.

Slow to help others. Does not readily accept additional assignments required of job. Lack of tact or consideration for others.

Fully cooperates with co-workers. Accepts new ideas. Helps others. Willing to work overtime as needed.

Continually goes out of way to help co-workers. Learns other job responsibilities to aid in coverage. Fosters teamwork.

**CUSTOMER SERVICE: Consider responsiveness to public the needs and requests.**

- Responds inappropriately to questions, requests, or situations.
- Occasionally does not respond tactfully or completely.
- Exhibits courtesy and tact. Answers questions or refers to the appropriate party.
- Responds to requests with enthusiasm and a sense of commitment. Always follows through by providing or obtaining complete information.

Comments:

**JUDGMENT: Consider ability to produce quality work in a cost conscious manner without needing guidance from manager.**

- Constantly uses poor judgment occasionally increasing costs. Requires close and constant supervision.
- Often afraid to make and take responsibility for decisions. Needs to better identify and communicate problems.
- Exemplifies good sense of judgment. Not afraid to make decisions when provided information. Learns from mistakes.
- Anticipates potential problems. Takes full responsibility for mistakes. Takes initiative to obtain information.

Comments:

**ATTENDANCE: Consider absenteeism and punctuality.**

- Frequently arrives to work late. Excessive absenteeism beyond allotted time.
- Occasionally arrives late. Uses nearly all allotted sick time each year.
- Always arrives on time. Takes an average amount of sick time.
- Always prepared for work. Highly reliable attendance.

Comments:

**VOLUNTEER : Consider willingness to volunteer at work and in the community.**

- Never volunteers to help. Puts down others who do volunteer work.
- Usually not interested in volunteering for projects, teams, etc.
- Willing to volunteer if asked to volunteer.
- Actively seeks opportunities to volunteer at both work or in the community.

Comments:

**DIRECTING WORK: Consider planning, organizing, problem solving, leadership, and supervisory skills.**

Does this person have supervisory responsibilities?

- All the time as part of job requirement.
- Supervises on an as needed basis.

- Continually fails as a supervisor. Lack of leadership, planning, and organizational skills. Unit does not achieve objectives. Does not treat subordinates fairly.
- New supervisor and still learning. Making progress, but not fully proficient. Having trouble making leap from co-worker to supervisor.
- Fully proficient and competent leader. Delegates when needed. Solves problems and makes decisions. Is in complete control of department and sets an example.
- Goes out of way to help subordinates. Consistently treats all employees fairly. Develops highly effective work plans. Assumes responsibility for solving problems.

Comments:

**EMPLOYEE COMMENTS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I have reviewed the appraisal and discussed its contents with my supervisor.**

**EMPLOYEE SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SUPERVISOR SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**Employee must achieve the following goals in order to reach acceptable standards:**

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**Employee should reach these goals by:**

- Immediately**
- Employee is on a probationary status and will be re-evaluated on \_\_\_\_\_**
- Employee is Suspended: Dates: \_\_\_\_\_**

**Consequences of failure to improve or achieve goals:**

- May result in further disciplinary action, up to and including termination.**
- Termination.**

**Employee's Comments:**

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**I have read the above. I understand that it constitutes a warning and I understand the amount of time I have to attain the stated performance goals. I also understand the consequences of my failure to improve or attain the above goals.**

**Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Department Head Signature \_\_\_\_\_ Date: \_\_\_\_\_**

**Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

## **AUTHORITY EMPLOYEE EVALUATION CHECKLIST**

**Be Prepared**

- Know the objectives and goals of the meeting.

**Time and Place**

- Choose a quiet, private spot with as few interruptions as possible.

**Conducting the interview**

- Create a positive environment and help the employee feel at ease.
- Give balanced feedback, both positive and negative, but start with the positive.
- Focus on the job, NOT the person.
- Ask questions and allow the employee to provide feedback.
- When discussing areas for improvement, discuss methods and objectives for improving.
- Discuss possibilities for advancement, the employee's aspirations and professional development necessary to be a candidate for such future positions.

**Conclusion**

- Summarize and review the important points of the discussion.
- Restate the action steps that have been recommended and provide a time frame for completion.
- Make sure employee reviews the appraisal and provides comments.
- Have employee sign the acknowledgement that the employee has read the appraisal (does not signify agreement with the content).

**Follow-up**

- Follow-up with the employee to see how plans are proceeding within the given time frames.
- Offer the employee assistance in achieving objectives and encourage discussion of successes and obstacles.



## **Fingerprint and Background Check Consent Form for Employees and Job Applicants**

In accordance with Authority Policy and N.J.S.A. 15A:3A-1 et seq, I understand that, as a condition of continued employment or new employment, the Authority requires background checks on all individuals. .

By signing this form, I agree to be fingerprinted and consent to a criminal background record check as a condition of new employment, continued employment, or voluntary service. I also represent, attest, and certify that I have never been convicted of any of the following crimes or disorderly persons offenses as defined by New Jersey law or the law of any other state, or that the guilty disposition of any of the crimes and/or offenses has been amended to a status of not guilty, or that any previous charges, as listed below, have been expunged:

2C:11 HOMICIDE all offenses

2C:12 ASSAULT, ENDANGERING, THREATS all offenses

2C:13 KIDNAPPING all offenses

2C:14 SEXUAL OFFENSES all offenses

2C:15 ROBBERY all offenses

2C:20 THEFT all offenses

2C:24 OFFENSES AGAINST THE FAMILY, CHILDREN AND INCOMPETENTS  
all offenses

2C:35 CONTROLLED DANGEROUS SUBSTANCES  
all offenses **except** paragraph (4) of subsection a. of NJS.2C:35-10

Name (please print) \_\_\_\_\_

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

## Receipt for Personnel Policies and Procedures Manual

I acknowledge that I have received a copy of Authority's Personnel Policies and Procedures Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from my supervisor, the Executive Director or the Administrative Assistant. I understand that the Authority is an "at will" employer and consistent with applicable Federal and State law, as well as applicable bargaining unit agreements, employment with the Authority is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Authority has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this manual states Authority's personnel policies in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with Authority for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Administrative Assistant.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 80-2017**

**Date: December 12, 2017**

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**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
APPROVING THE CONSULTING ENGINEER PROJECT REPORT AND CERTIFICATES  
OF THE CONSULTING ENGINEER AND ACCOUNTANT IN CONNECTION WITH  
VARIOUS SEWER IMPROVEMENTS, INCLUDING IMPROVEMENTS TO THE  
AUTHORITY’S COLLECTION SYSTEM GRAVITY MAINS**

WHEREAS, THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the “Authority”) has reviewed the project report prepared by its consulting engineer and certificate prepared by its consulting engineer and auditor in connection with various sewer improvements, including improvements to the Authority’s collection system gravity mains; and

NOW, THEREFORE, BE IT RESOLVED BY THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, as follows:

Section 1. The Authority hereby approves the project report prepared by its consulting engineer and certificates prepared by its consulting engineer and auditor in connection with the construction of various sewer improvements, including upgrades and improvements to the Authority’s collection system gravity mains.

Section 2. This resolution shall take effect immediately.

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **December 12, 2017**.

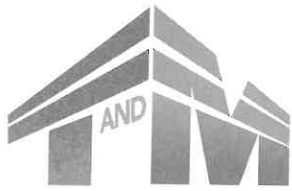
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CHAIRMAN

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SECRETARY

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									



YOUR GOALS. OUR MISSION.

NBUA-G1701

December 11, 2017

Mr. Howard Hurwitz, Executive Director  
Northwest Bergen County Utilities Authority  
30 Wyckoff Avenue at Authority Drive  
P.O. Box 255  
Waldwick, New Jersey 07463

**Re: Engineer's Report  
Northwest Bergen County Utilities Authority  
Interceptor Repair and Replacement Project**

Dear Mr. Hurwitz:

The Northwest Bergen County Utilities Authority (NBCUA) is proposing a multi-year conditional assessment and repair program for their existing interceptor system.

## INTRODUCTION

The NBCUA, which was established in 1952, receives sewage in whole or in part from eleven (11) member municipalities including Allendale, Ho-Ho-Kus, Mahwah, Midland Park, Ramsey, Waldwick, Wyckoff, Saddle River, Upper Saddle River, Franklin Lakes, and Ridgewood.

Sanitary sewage from member municipalities is conveyed to the NBCUA treatment plant located in the Township of Waldwick via an existing interceptor/pumping station system that is owned and operated by the NBCUA. NBCUA's existing infrastructure system consists of approximately 31 miles of gravity interceptors and force mains ranging in size from 8-inches to 42 inches. There are 13 gravity interceptors that traverse NBCUA's service area, most of which were constructed in the late 1960's and 1970's. The gravity interceptor system consists of over 130,000 lineal feet (LF) of asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and polyvinyl chloride (PVC) pipe.

In early 2016, the NBCUA had a break on the gravity portion of the Trunk Sewer West Interceptor downstream of the Midland Park Pump Station discharge point. The Trunk Sewer West Interceptor was originally constructed in 1967 out of reinforced concrete pipe (RCP), which has a life expectancy of approximately 50 years and is vulnerable to corrosion that may result over time from hydrogen sulfides released from pump station discharges. Emergency repair of the interceptor resulted in costs upwards of \$1 million.

Additionally, this break exposed the potential of future failures in other similar sections of the NBCUA's interceptor system and thus, generated a need to evaluate, assess and develop a plan for rehabilitation and/or repair of the aging interceptor system. With most the Authority's interceptors installed in 1967 and 1979, they may be reaching a lifecycle stage where full replacement, lining and/or repairs are necessary to extend the useful life of these assets. Limited annual screening of selected manholes, as well as various maintenance activities, have been conducted within the system in recent years, but no



comprehensive evaluation to prioritize the eventual replacement, lining and/or repair of the interceptors has been performed to date.

### PROPOSED IMPROVEMENTS

To address this concern the NBCUA is currently evaluating their existing interceptor system based on their criticality of each system component. Interceptors are investigated and/or televised for further evaluation and assessment. During this phase, potential defects are identified and prioritized for further assessment to determine the best course of action for rehabilitation or repair. Rehabilitation or repair options may include Cured-in-Place (CIP) lining, slip lining and/or pipe replacement. Rehabilitation and repair recommendations will be based on engineering judgement on a case by case basis and consider many factors including the following:

- Quantity of flow through the defect;
- Accessibility to the defect (i.e. access, defect depth, bypass ability, etc.); and
- Expected life span of rehabilitation or repair.

This evaluation process and the rehabilitation and/or repair of damaged sections is expected to take several years to complete. The cost for the Interceptor Repair and Replacement Project for the next 3 years has been estimated at \$6,000,000.

If you have any questions, please call.

Very truly yours,

T&M ASSOCIATES

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NICHOLÁS C. ROTONDA, P.E.  
CONSULTING ENGINEER

NR:RRS:scb

cc: Authority Commissioners  
Joseph Garcia, Esq.  
John D. Draikiwicz, Esq.



## CERTIFICATE OF T&M ASSOCIATES

T&M Associates, Consulting Engineer to the Northwest Bergen County Utilities Authority (the "Authority"), a public body, corporate and politic, of the State of New Jersey, HEREBY CERTIFIES as follows:

1. This certificate is delivered in connection with the issuance by the Authority of its revenue notes/bonds (the "Obligations") to be issued in connection with the financing of various sewer improvements, including improvements to the Authority's collection system gravity mains (the "2018 Project") which Obligations will be issued pursuant to a note/bond resolution (the "Resolution") expected to be adopted by the Authority at a meeting in the first quarter of 2018.
2. The amount of the costs of the 2018 Project, the amount of Operating Expenses attributable to such 2018 Project for each of the next fifteen Fiscal Years, and the amount, calculated at current rates upon which Service Charges are based, of the Revenues attributable to such 2018 Project for each of said Fiscal Years, is set forth in Schedule A attached hereto.
3. All capitalized words and terms used, but not defined, herein shall have the meanings ascribed to such words and terms respectively in the Trust Indenture (as defined in the Resolution).

IN WITNESS WHEREOF, T&M Associates, has caused this certificate to be executed in its name and on its behalf by its duly authorized representative this 12th day of December 2017.

T&M ASSOCIATES

  
\_\_\_\_\_  
NICHOLAS C. ROTONDA, P.E.  
VICE PRESIDENT

**SCHEDULE A**

**INTERCEPTOR REPAIR AND REPLACEMENT PROJECT  
PROJECT COSTS, OPERATING EXPENSES AND REVENUES**

1. THE AMOUNT OF THE COSTS FOR THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT IS \$6,000,000.
2. THERE WILL BE NO ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.
3. THERE WILL BE NO REVENUES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.



**SCHEDULE A**

**INTERCEPTOR REPAIR AND REPLACEMENT PROJECT COSTS, OPERATING EXPENSES AND REVENUES**

1. THE AMOUNT OF THE COSTS FOR THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT IS \$6,000,000.
2. THE AMOUNT OF ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

<b>YEAR</b>	<b>ADDITIONAL OPERATING EXPENSE</b>
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
11	\$0
12	\$0
13	\$0
14	\$0
15	\$0

3. THE AMOUNT OF REVENUES ATTRIBUTABLE TO THE INTERCEPTOR REPAIR AND REPLACEMENT PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

<b>YEAR</b>	<b>REVENUE</b>
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
11	\$0
12	\$0
13	\$0
14	\$0
15	\$0

# Ferraioli, Wielkotz, Cerullo & Cuva, P.A.

Charles J. Ferraioli, Jr., MBA, CPA, RMA  
Steven D. Wielkotz, CPA, RMA  
James J. Cerullo, CPA, RMA  
Paul J. Cuva, CPA, RMA  
Thomas M. Ferry, CPA, RMA

Certified Public Accountants  
401 Wanaque Avenue  
Pompton Lakes, New Jersey 07442  
973-835-7900  
Fax 973-835-6631

Newton Office  
100B Main Street  
Newton, N.J. 07860  
973-579-3212  
Fax 973-579-7128

## CERTIFICATE OF FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.

Ferraioli, Wielkotz, Cerullo & Cuva, P.A., Certified Public Accountants, Accountants to the Northwest Bergen County Utilities Authority (the "Authority"), a public body, corporate and politic, of the State of New Jersey, HEREBY CERTIFIES as follows:

1. This certificate is delivered in connection with the issuance by the Authority of its revenue notes/bonds (the "Obligations") to be issued in connection with the financing of various sewer improvements, including improvements to the Authority's collection system gravity mains (the "2018 Project") which Obligations will be issued pursuant to a note/bond resolution (the "Resolution") expected to be adopted by the Authority at a meeting in the first quarter of 2018.

2. The (i) Completion Requirement of the costs of construction set forth in the Consulting Engineer's Certificate with respect to the 2018 Project after deduction therefrom of the amount of moneys (other than the proceeds of such 2018 Bonds) theretofore applied to payment of such costs of construction and then reasonably expected to be available for payment of such costs of construction, and (ii) that the principal amount of such 2018 Bonds is not less than one hundred per centum (100%), or more than one hundred and one per centum (101%), of the Completion Requirement.

3. All capitalized words and terms used, but not defined, herein shall have the meanings ascribed to such words and terms respectively in the Trust Indenture (as defined in the Resolution).

IN WITNESS WHEREOF, Ferraioli, Wielkotz, Cerullo & Cuva, P.A., Certified Public Accountants, has caused this certificate to be executed in its name and on its behalf by its duly authorized representative this 12th day of December, 2017.

FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.

By:   
Steven D. Wielkotz, CPA, RMA



**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 81-2017**

**DATE: December 12, 2017**

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**APPROVING CHANGE ORDER NO. 2 FOR  
CONTRACT #279 – TRUNK SEWER WEST LINING**

**WHEREAS** the Northwest Bergen County Utilities Authority (the “Authority”) awarded Contract No. 279 – Trunk Sewer West Lining (“the Project”) to Allstate Power Vac, Inc. (“the Contractor”) on June 20, 2017; and

**WHEREAS** two (2) items of the contract, “Police Traffic Directors Allowance” and “ 24 inch CIPP Lining” have been reduced to reflect actual field conditions as more particularly set forth in Change Order No. 2 attached hereto (“the Change Order”); and

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

**WHEREAS** the net decrease in the total cost of the Project as a result of this Change Order is **\$16,923.90**; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Authority that Change Order No. 2, to Authority Contract No. **279**, is approved.

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **December 12, 2017**.

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**SECRETARY**

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**CHAIRMAN**

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

T&M ASSOCIATES  
CONSULTING & MUNICIPAL ENGINEERS  
ELEVEN TINDALL ROAD  
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2  
PROJECT NO. NBUA00641

CHANGE ORDER NO. 2 (FINAL)

DATE:

PROJECT:

OWNER:

CONTRACTOR:

**DESCRIPTION OF CHANGE:**

**REDUCTIONS:**  
Items 2 (Police Traffic Directors Allowance), and 4 (24" CIPP Lining) have been reduced to reflect actual field conditions.

**EXTRA:**

**SUPPLEMENTARY:**

APPROVAL RECOMMENDED:

*Rosario Santos*

ROSARIO R. SANTOS, P.E.  
GROUP MANAGER

ACCEPTED:

*Michael Dell*

CONTRACTOR:  
ALLSTATE POWER VAC, INC.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$16,923.90
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	XXXXXXXXXXXX
TOTALS THIS C.O.	\$0.00	\$16,923.90
NET CHANGE THIS CHANGE ORDER		\$16,923.90
PREVIOUS CHANGE ORDERS	\$29,140.00	
TOTAL CHANGE ORDERS TO DATE	\$29,140.00	\$16,923.90
NET CHANGE IN CONTRACT	\$12,216.10	

ORIGINAL CONTRACT BID PRICE

CHANGE ORDERS TO DATE

REVISED CONTRACT PRICE

PROJECT: TRUNK SEWER WEST LINING - CONTRACT NO. 279

OWNER: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CONTRACTOR: ALLSTATE POWER VAC. INC.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>R E D U C T I O N</b>	2	Police Traffic Directors Allowance	0.678 ALLOW	\$10,000.00	\$6,780.00
	4	24" CIPP Lining	66.30 LF	\$153.00	\$10,143.90
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**A. TOTAL REDUCTIONS** \$16,923.90

<b>E X T R A</b>					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**B. TOTAL EXTRA** \$0.00

<b>S U P P L E M E N T A R Y</b>					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**C. TOTAL SUPPLEMENTARY** \$0.00

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 82-2017**

**Date: December 12, 2017**

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**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE WASTEWATER PUMP STATION IMPROVEMENTS PROJECT AT THE DARLINGTON PUMP STATION, THE GOFFLE ROAD PUMP STATION, THE HO-HO-KUS PUMP STATION AND THE MIDLAND PARK PUMP STATION**

**WHEREAS**, the Northwest Bergen County Utilities (the “Authority”) is in the process of making various mechanical, electrical, HVAC, structural and site improvements at four (4) of the Authority’s existing pumping stations (hereafter referred to as the “Project”); and

**WHEREAS**, the Authority intends for this project to be funded with loan assistance from the New Jersey Environmental Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq. and all applicable interim and final rules and regulations published in the New Jersey Register through June 2005; and

**WHEREAS**, the Authority requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the bidding, contract administration and resident inspection for the Project; and

**WHEREAS**, T&M Associates, the Authority’s current Engineer has developed the attached proposal to perform these services and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$537,000; and

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

**WHEREAS**, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2017 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

**WHEREAS**, prior to hiring T&M Associates as Authority Engineer, the Authority published a Request for Qualifications (“RFQ”) in its official newspaper on January 13, 2017, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

**WHEREAS**, as a result of that RFQ response, nine (9) responses were received; and

**WHEREAS**, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 21, 2017 Commissioners’ Meeting.

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 82-2017**

**Date: December 12, 2017**

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**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE WASTEWATER PUMP STATION IMPROVEMENTS PROJECT AT THE DARLINGTON PUMP STATION, THE GOFFLE ROAD PUMP STATION, THE HO-HO-KUS PUMP STATION AND THE MIDLAND PARK PUMP STATION**

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the Wastewater Pump Station Improvements Project at the Authority’s Darlington Pump Station, Goffle Road Pump Station, Ho-Ho-Kus Pump Station and Midland Park Pump Station.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 12, 2017.

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MICHAEL KASPARIAN  
CHAIRMAN

---

ALISON GORDON  
SECRETARY

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelاهر	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

New Jersey Department of Environmental Protection

**LP-11 AFFIDAVIT FOR PROFESSIONAL SERVICES**

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

(check one)

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

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

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

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

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

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas Rotonda, P.E., Vice President

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**The selected firm will perform the following services:**

Bidding, construction administration and construction oversight services during construction of the proposed improvements.

**for Project No.** S340700-15 **described as (include a brief description of the project):**

The proposed project includes various mechanical, electrical, structural, HVAC and site improvements to four (4) of the Authority's sewage pumping facilities including the Darlington PS, the Ho-Ho-Kus PS, the Goffle Rd PS and the Midland Park PS. Specific work will include replacement of existing pumping equipment, VFDs, controls and instrumentation, new piping and valving, floodproofing and elevating of existing equipment, new roof replacement, new HVAC supply and exhaust fans, odor control units and other miscellaneous improvements.

**at a compensation amount not to exceed \$** 537,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.
3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.
4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

Howard Hurwitz  
Name of Authorized Representative (typed)

Executive Director  
Title of Authorized Representative (typed)

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature      NOTARY PUBLIC SEAL

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ, with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ hereinafter referred to as the "OWNER,"

AND

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

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the WASTEWATER PUMP STATION IMPROVEMENTS – CONTRACT NO. 272 (Project No. S340700-15), hereinafter referred to as the "PROJECT" at the Authority's four sanitary sewage pumping stations (the Darlington Pump Station, the Goffle Road Pump Station, the Ho-Ho-Kus Pump Station, and the Midland Park Pump Station) located respectively in the Townships of Mahwah and Wyckoff and in the Village of Ridgewood for the OWNER; and

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

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

### SECTION A – ENGINEERING SERVICES

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

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

## **SECTION 1 – GENERAL SCOPE OF SERVICES**

### **1.1 Bidding**

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

1.1.2 The ENGINEER shall coordinate and administer a pre-bid meeting and site walkthrough with prospective bidders.

1.1.3 The ENGINEER shall issue any contract clarifications and/or addenda as necessary to address any pre-bid requests for information submitted by prospective bidders.

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

### **1.2 Contract Administration and Resident Inspection**

1.2.1 The ENGINEER shall provide general communication with OWNER and contractor throughout the duration of the construction regarding such issues as progress, submittal status, construction issues and their resolution where necessary, and prepare monthly progress reports as necessary.

1.2.2 The ENGINEER shall provide communication and correspondence with the New Jersey Department of Environmental Protection (NJDEP) where necessary and maintain project files as required for periodic inspection by the NJDEP.

1.2.3 The ENGINEER shall coordinate and attend job meetings with the contractor, OWNER, inspection staff and applicable outside agencies including the pre-construction meeting. The ENGINEER shall establish a meeting agenda and issue meeting minutes of the

meeting.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings for proposed material and equipment to verify conformance with the contract documents, as well as, progress schedules, schedule of submittals, and the schedule of values, if applicable, required to be submitted by the contractor and review laboratory, shop and mill test reports of materials and equipment where necessary.

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

1.2.6 The ENGINEER shall response to requests for information, review claims and change orders and provide responses as needed, resulting from the actual field conditions encountered.

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

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

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

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

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

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

1.2.13 This Agreement calls for a total of 2,715 man-hours to be provided for inspection and contract administration services.

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

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

of reproducible prints of the Record Drawings will be furnished to the OWNER.

1.2.16 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities. Once completed, approved operation and maintenance manuals shall be digitized and incorporated into the OWNERS web-based O&M Manual.

1.2.17 The ENGINEER shall update the OWNERS existing asset management database to include new equipment and components installed as part of the PROJECT.

## **SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES**

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

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

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

2.3 All professional services outlined in Section 1 herein, dealing with the construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under this agreement is **\$537,000.00**. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate 18 months after completion of construction.

## **SECTION 3 – OWNER'S RESPONSIBILITIES**

The OWNER shall:

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

3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design

and/or construction of the project to which the OWNER has access.

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

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

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

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

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

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

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

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

#### **SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE**

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

provided.

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

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

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

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

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

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

## **SECTION 5 – GENERAL**

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement



the day and year first above written.

OWNER:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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Name: Howard Hurwitz  
Title: Executive Director  
Date:

ATTEST:

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Name:  
Date:

ENGINEER:

T&M ASSOCIATES

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Name: Nicholas Rotonda, P.E.  
Title: Vice President  
Date:

ATTEST:

---

Name:  
Date:

T&M ASSOCIATES

DATE 11/20/2017

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
 WASTEWATER PUMP STATION IMPROVEMENTS - CONTRACT NO. 272  
 BIDDING, CONTRACT ADMINISTRATION & FIELD INSPECTION SERVICES  
 Manpower Budget

TASK NO.	TASK	PRNCPL	DIV MGR	PROJ MGR	GROUP MGR STRUC	GROUP MGR HVAC	SUPV ENGR ELEC	SUPV ENGR HVAC	STAFF ENGR STRUC	STAFF ENGR MECH	STAFF ENGR ELEC	ADMIN SUPPORT	TOTAL HOURS
01	Bidding Services												
	Prepare Bid Packages			2							8	4	14
	Advertisement Assistance										2		2
	Pre-Bid Walkthroughs (3 Site Visits)		1	6						21		4	32
	Address Bidder Inquiries			4	4	4	4	8	8	24	8		64
	Prepare Addendas (Up to 2 Addendums)		1	4	4	4	4	8	8	8	8		50
	Bid Opening Attendance		2	2									4
	Review Bids / Prepare Recommendation of Award		1	2						12		4	20
	Prepare Auth to Award Package to NJDEP		1							12		2	15
	Assist in Preparation of Contracts			2						4		2	8
02	Contract Administration and Construction Observation												
	Contract Administration / General Correspondence			24						48		12	90
	NJDEP Coordination and Communication			12						12		4	28
	Attend Precon Meeting / Prepare Meeting Minutes			4						6		2	16
	Monthly Construction Meetings (Assume 8 Meetings)			24	12	12	12	12		40		8	120
	Shop Drawing Reviews			32	16	16	16	60	60	80	60	8	348
	Requests for Information (Assume up to 20 RFIs)			6	8	8	8	12	12	24	12		90
	Project Schedule / Review and Coordination (Assume 8)			8						16			24
	Construction Observation			20	20	20	20	160	100	640	160		1140
	Payment Certificate Review / Processing (Assume 10)			10						20		10	40
	Potential Change Orders Review / Processing (Assume 4)			8	4	4	4	16	16	24	16	4	96
	Startup and Testing			4	16	16	32			32	32		132
	Vendor Training			4						32			36
	Punchlist Inspection			4	4	4	4	16	16	16	16	2	82
	Asbuilt Drawings			4						40			44
	O&M Review and Digitizing			4	4	4	4	8		32	8		60
	Update Asset Management Program			8						60			68
	Final Contract Closeout		1	8						8		2	19
	DEP One Year Certification		1	4						8		2	15
	Project Management		12	30									58
	<b>TOTAL HOURS</b>	40	20	240	72	92	92	320	220	1229	320	70	2715

BILLING HOURLY RATE	\$290	\$290	\$267	\$267	\$267	\$243	\$243	\$176	\$176	\$176	\$176	\$95
DIRECT LABOR COST	\$11,600	\$5,800	\$64,080	\$19,224	\$24,564	\$22,356	\$77,760	\$38,720	\$216,304	\$56,320	\$6,650	\$531,778
<b>LABOR FEE TOTAL</b>												

LABOR FEE \$531,778

DIRECT EXPENSES (NO MARKUP) \$5,222

**TOTAL FEE \$537,000**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

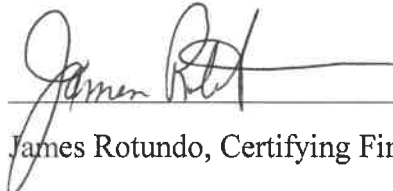
**CONTRACT NO.:** Consulting Engineer for Wastewater Pump Station Improvements

**VENDOR:** T&M Associates

**AMOUNT:** \$537,000

**ACCOUNT NO.:** 6000-6620 Construction Capital Improvements

Date: 12/11/17

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 83-2017**

**Date: December 12, 2017**

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**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AT THE AUTHORITY'S WASTEWATER TREATMENT PLANT**

**WHEREAS**, the Northwest Bergen County Utilities (the "Authority") is in the process of installing a new disc thickener system and dewatering pumps, and making various mechanical, electrical, instrumentation, and structural improvements throughout the Authority's wastewater treatment plant (hereafter referred to as the "Project"); and

**WHEREAS**, the Authority intends for this project to be funded with loan assistance from the New Jersey Environmental Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq. and all applicable interim and final rules and regulations published in the New Jersey Register through June 2005; and

**WHEREAS**, the Authority requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the bidding, contract administration and resident inspection for the Project; and

**WHEREAS**, T&M Associates, the Authority's current Engineer has developed the attached proposal to perform these services and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$330,000; and

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

**WHEREAS**, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2017 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

**WHEREAS**, prior to hiring T&M Associates as Authority Engineer, the Authority published a Request for Qualifications ("RFQ") in its official newspaper on January 13, 2017, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

**WHEREAS**, as a result of that RFQ response, nine (9) responses were received; and

**WHEREAS**, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 21, 2017 Commissioners' Meeting.

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 83-2017**

**Date: December 12, 2017**

---

**RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT AT THE AUTHORITY’S WASTEWATER TREATMENT PLANT**

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the 2016 Wastewater Treatment Plant Improvements Project at the Authority’s Wastewater Treatment Plant.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 12, 2017.

---

**MICHAEL KASPARIAN**  
**CHAIRMAN**

---

**ALISON GORDON**  
**SECRETARY**

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

New Jersey Department of Environmental Protection

**LP-11 AFFIDAVIT FOR PROFESSIONAL SERVICES**

I, Howard Hurwitz the undersigned authorized representative of Northwest Bergen County Utilities Authority the applicant for

(check one)

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

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

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

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

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

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas Rotonda, P.E., Vice President

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The selected firm will perform the following services:**

Bidding, construction administration and construction oversight services during construction of the proposed improvements.

for Project No. S340700-16 described as (include a brief description of the project):

The proposed project includes installation of a disk thickener and associated piping appurtenances and electrical work to improve thickening of waste activated sludge, installation of 2 new dewatering pumps and associated piping and valves in the plant's dewatering well, PLC and MCC upgrades, aeration tank upgrades, and building roof work

at a compensation amount not to exceed \$ \$330,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.
3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.
4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

Howard Hurwitz  
Name of Authorized Representative (typed)

Executive Director  
Title of Authorized Representative (typed)

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature NOTARY PUBLIC SEAL

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between: NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ, with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ hereinafter referred to as the “OWNER,”

AND

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

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with contract administration and resident inspection for the 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS – CONTRACT NO. 273 (Project No. S340700-16), hereinafter referred to as the “PROJECT” at the Authority Wastewater Treatment Plant in Waldwick for the OWNER; and

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

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

### SECTION A – ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required for contract administration and resident inspection during the construction phase of the PROJECT. The ENGINEER agrees to serve as the OWNER’s professional engineering representative in all phases of this project, including, but not limited to, meetings, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting



documents for governmental loans or advances in connection with the Contract.

## **SECTION 1 – GENERAL SCOPE OF SERVICES**

### **1.1 Bidding**

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

1.1.2 The ENGINEER shall issue any contract clarifications and/or addenda as necessary to address any pre-bid requests for information submitted by prospective bidders.

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

### **1.2 Contract Administration and Resident Inspection**

1.2.1 The ENGINEER shall provide general communication with OWNER and contractor throughout the duration of the construction regarding such issues as progress, submittal status, construction issues and their resolution where necessary, and prepare monthly progress reports as necessary.

1.2.2 The ENGINEER shall provide communication and correspondence with the New Jersey Department of Environmental Protection (NJDEP) where necessary and maintain project files as required for periodic inspection by the NJDEP.

1.2.3 The ENGINEER shall coordinate and attend job meetings with the contractor, OWNER, inspection staff and applicable outside agencies including the pre-construction meeting. The ENGINEER shall establish a meeting agenda and issue meeting minutes of the meeting.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings for proposed material and equipment to verify conformance with the contract documents, as well as, progress schedules, schedule of submittals, and the schedule of values, if applicable, required

to be submitted by the contractor and review laboratory, shop and mill test reports of materials and equipment where necessary.

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

1.2.6 The ENGINEER shall respond to requests for information, review claims and change orders and provide responses as needed, resulting from the actual field conditions encountered.

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

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

1.2.9 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor

and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

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

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

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

1.2.13 This Agreement calls for a total of 1,609 man-hours to be provided for inspection and contract administration services.

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

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

1.2.16 The ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be

provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities. Once completed, approved operation and maintenance manuals shall be digitized and incorporated into the OWNERS web-based O&M Manual.

1.2.17 The ENGINEER shall update the OWNERS existing asset management database to include new equipment and components installed as part of the PROJECT.

## **SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES**

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

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

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

2.3 All professional services outlined in Section 1.1 herein, dealing with the construction portion of the work, will be compensated and billed monthly based hourly rates listed in the attached billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. Estimated budget for services covered under this agreement is **\$330,000.00**. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.4 The performance of contract work shall commence upon the signing of this Agreement and shall terminate 18 months after completion of construction.

## **SECTION 3 – OWNER'S RESPONSIBILITIES**

The OWNER shall:

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

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

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

3.4 Guarantee access to property and make all provision for the ENGINEER and to

public and private lands as required for the ENGINEER to perform the services under this Agreement.

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

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

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

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

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

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

#### **SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE**

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

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

design.

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

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

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

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

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

## **SECTION 5 – GENERAL**

5.1 This Agreement represents the entire agreement between the OWNER and ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

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

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

OWNER:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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Name: Howard Hurwitz  
Title: Executive Director  
Date:

ATTEST:

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Name:  
Date:

ENGINEER:

T&M ASSOCIATES

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Name: Nicholas Rotonda, P.E.  
Title: Vice President  
Date:

ATTEST:

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Name:  
Date:





T&M ASSOCIATES

DATE 11/27/2017

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY  
 2016 WASTEWATER TREATMENT PLANT IMPROVEMENTS - CONTRACT NO. 273  
 BIDDING, CONTRACT ADMINISTRATION & FIELD INSPECTION SERVICES  
 Manpower Budget

NO.	TASK	DIV MANGR	GROUP MGR	GROUP MGR	PROJ MGR	SUPV ENGR	SUPV ENGR	SUPV ENGR	STAFF ENGR 1	STAFF ENGR	STAFF ENGR	STAFF ENGR	ADMIN SUPPORT	TOTAL HOURS
<b>1</b>	<b>Bidding Services</b>													
	Advertise				2				2					4
	Address Bidder Inquiries		2	2	4	4	6	2	12	4			1	37
	Prepare Addenda (up to 2)		2	2	2	2	2	2	8	8				28
	Receive Bids / Recommend Award				3				3				1	7
	Prepare Auth to Award Package to NJDEP				5				12				2	19
<b>2</b>	<b>Contract Administration and Construction Observation</b>													
	Prepare Contracts (assist NBCUA)				2				2					5
	Attend Precon Meeting / Prepare Meeting Minutes				4		4		6				1	15
	Review Shop Drawings (Disk thickener Improvements)		6	6	16	24	24	24	60	8				204
	Review Shop Drawings (Dewatering Pumping Improvements)		2	2	4	3			12	8				31
	Review Shop Drawings (Addl WWTP Improvements)		2	2	4	24	24		24	24				74
	Contract Admin (Disk Thickener Improvements)		6	4	40	8			130	8			8	212
	Contract Admin (Dewatering Pumping Improv)		2	2	8	2			34	2			6	54
	Contract Admin (Addl WWTP Improvements)		8	8	16	16			16	16			4	60
	Construction Observation (Disk Thickener Improv)		3	4	12	12			132	36	9			220
	Construction Observation (Dewatering Pumping Improv)		2	2	4	4			24	20	2			56
	Construction Observation (Addl WWTP Improvements)				4	40	40		40	40		8		128
	Preparation / Review of Pay Certificates and Change Orders		2	2	6	4	4		25	8			10	61
	Startup and Testing (Disk Thickener Improvements)		8	8	8	8	16		24	24				96
	Startup and Testing (Dewatering Pumping Improv)		4	4	2	4			12	12				34
	Startup and Testing (Addl WWTP Improvements)					16	8		16	16				40
	Asbuilt Drawings		2	2	2	6	8		12	14		8		54
	O&M Review & incorporation into digital O&M manual		2	4	4	4	4		24					50
	Update Asset Management Program				8				32					40
	Final Contract Closeout		2	2	2	2			8				2	16
	Project Mgmt													48
	DEP One Year Certification				1		4		6	4			1	16
	<b>TOTAL HOURS</b>	40	63	34	139	171	120	84	548	336	21	16	37	1609

BILLING HOURLY RATE	\$290	\$267	\$267	\$243	\$243	\$243	\$243	\$243	\$176	\$176	\$176	\$176	\$95
DIRECT LABOR COST	\$11,600	\$16,821	\$9,078	\$33,777	\$41,553	\$29,160	\$20,412	\$96,448	\$59,136	\$3,696	\$2,816	\$3,515	\$328,012
<b>LABOR FEE TOTAL</b>													

LABOR FEE \$328,012

DIRECT EXPENSES (NO MARKUP) \$1,988

**TOTAL FEE \$330,000**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

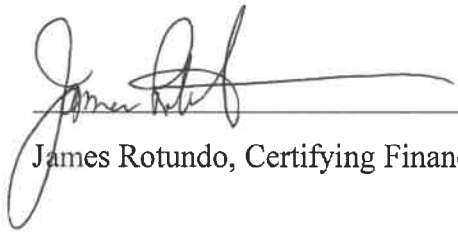
**CONTRACT NO.:** Consulting Engineer for Wastewater Treatment Plant Improvements

**VENDOR:** T&M Associates

**AMOUNT:** \$330,000

**ACCOUNT NO.:** 6000-6620 Construction Capital Improvements

Date: 12/11/17

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 84-2017**

**Date: December 12, 2017**

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**RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT  
TO N.J.S.A. 19:44A-20.4**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) has adopted the fair and open process pursuant to N.J.S.A. 19:44A-20.7 with respect to the retention of the following professional:

**CONSULTING ENGINEER**

**WHEREAS**, the Authority issued a Request for Qualifications for such position and notice thereof was published on **January 13, 2017**; and

**WHEREAS**, the Authority received responses to the Request for Qualifications for the aforementioned position by the deadline date of **January 31, 2017**; and

**WHEREAS**, the Authority convened to evaluate the Request for Qualifications; and

**WHEREAS**, the Authority structured a competitive procurement process that sought to assure that each person and/or firm was provided an equal opportunity to submit a Qualification Statement in response to the Statements for Request for Qualifications; and

**WHEREAS**, the Authority intended to qualify persons and/or firms that (i) possessed the professional, financial and administrative capabilities to provide the proposed engineering services, and (ii) would agree to work under the compensation, terms and conditions determined by the Authority to provide the greatest benefit to the ratepayers of the Authority’s service area; and

**WHEREAS**, by **Resolution 18-2017** the Authority identified a number of Engineering Firms as qualified to perform Engineering Services required by the Authority; and

**WHEREAS**, the firm of CP Professional Services was determined to be highly qualified and eminently capable of providing Consulting Engineering Services to the Authority; and

**WHEREAS**, as part of the overall wastewater treatment process, the Authority operates a fluidized bed sludge incinerator which produces an inert ash which must be collected for disposal; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 84-2017**

**Date: December 12, 2017**

---

**RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT TO N.J.S.A. 19:44A-20.4**

**WHEREAS**, the Authority desires to improve the overall ash handling process by reducing the amount of manual labor involved, thereby creating a safer and more efficient process; and

**WHEREAS**, the Authority has received a proposal from CP Professional Services, Sparta, to identify and evaluate potential dewatering alternatives; and

**WHEREAS**, Phase 1 of the proposal is to identify dewatering alternatives at a cost of \$14,850 (estimated 102 man-hours); and

**WHEREAS**, the Authority's Certifying Finance Officer has certified that funds are available for the retention of CP Professional Services; and

**WHEREAS**, the Authority has determined that it is in its best interest to accept the proposal from CP Professional Services for services related to ash handling improvements as set forth in this Resolution.

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

1. The Authority hereby retains the firm of CP Professional Services Consulting Engineer to perform the services described as Phase 1 in the attached proposal as a not to exceed cost of \$14,850.
2. The Certifying Finance Officer's Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
3. If CP Professional Services anticipates it will exceed the amount set forth above, it shall seek further authorization from the Authority at such time.
4. Notice of this award shall be advertised in accordance with applicable law.
5. This Resolution shall take effect immediately upon adoption.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 84-2017**

**Date: December 12, 2017**

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**RETENTION OF ENGINEER FOR ASH HANDLING IMPROVEMENTS PURSUANT TO N.J.S.A. 19:44A-20.4**

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 12, 2017.

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CHAIRMAN

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SECRETARY

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



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Sparta, New Jersey 07871

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[www.cppsc.com](http://www.cppsc.com)

November 7, 2017

Howard Hurwitz  
Executive Director  
Northwest Bergen County Utilities Authority  
30 Wyckoff Avenue at Authority Drive  
P.O. Box 255  
Waldwick, NJ 07463

Re: Proposal for Professional Engineering Services  
Ash Handling Improvements  
Waldwick, Bergen County New Jersey

CP Proposal No. 17-171

Dear Mr. Hurwitz:

CP Engineers, LLC (CP) is pleased to provide this Proposal for professional engineering services to study alternatives for improvements to the handling of ash from the Authority's sludge incinerator. We thank you for this opportunity to submit this proposal and for allowing CP to provide our services to you.

### **Background and Approach**

As part of the overall wastewater treatment process, the Authority operates a fluidized bed sludge incinerator. Primary and secondary sludge is settled in the gravity thickeners, pumped to one of two belt filter presses for further dewatering, and then conveyed to the incinerator where all organic materials are destroyed. The resultant inert ash is removed from the incinerator exhaust via a wet scrubber. The ash and water mixture is discharged to one of two ash lagoons for dewatering. While the ash lagoon provides some degree dewatering, additional manual dewatering using portable pumps is required. From that point, ash is moved via mobile equipment from the lagoon to an ash drying pad. Once on the pad, the ash is normally spread multiple times to enhance drying. Finally, the ash is loaded onto trucks for disposal at a solid waste landfill.

It is our understanding that the Authority desires to improve the overall ash handling process by reducing the amount of manual labor involved, thereby creating a safer and more efficient process. Added benefits could be to produce a drier end product which would reduce disposal costs.

CP's approach to this challenging assignment is to start by obtaining a thorough understanding of the scrubber process, the ash discharge, and the ash handling procedure. The overall composition and characteristics of the ash at the various stages is critical to understanding how to handle and process the ash. It is anticipated that commercially available equipment can be modified and/or combined to

create an automated, efficient, and effective process. An efficient and effective process is an important aspect of the Authority's commitment to operate their incinerator as a competitive regional sludge disposal option.

### **Scope of Services**

CP proposes the following scope of services:

1. Identification of Alternatives
  - a. Site investigation and discussion with Authority staff.
  - b. Review of ash handling process, data collection, and analysis.
  - c. Consider potential means for handling and drying of the ash.
  - d. Preliminary analysis of the alternatives and consultation with commercial equipment vendors
  - e. Prepare a letter report documenting the potential alternatives.
  - f. Meet with the Authority to discuss alternatives.
2. Pilot Study of Alternatives
  - a. Coordinate with Authority Staff and develop a pilot study plan for approval by the Authority.
  - b. Coordinate with equipment vendors.
  - c. Manage pilot study process.
  - d. Provide technical staff to monitor and document equipment mobilization, startup, operation, and demobilization.
  - e. Analyze field data.
  - f. Meet with Authority staff to review data and discuss operational issues.
  - g. Prepare letter report documenting the results of the pilot study.
3. Design of Selected Alternative
  - a. Initiate design drawing and specification based upon the selected alternative.
  - b. Provide the Authority and meet to discuss 30% and 90% design submission for review of the general design basis.
  - c. Advance the design to the 90% design stage based upon 30% comments.
  - d. Completion of 100% design plans and contract specifications based on 90% review comments.
  - e. Prepare a complete set of Bid Documents (detailed design drawings and specifications) suitable for solicitation of bids. Bid drawings will include site plan, equipment layout, necessary electrical and standard special construction details.
4. Bidding and Construction Services
  - a. Bid Phase
    - i. Provide one electronic set and 20 paper sets of the Construction Documents.
    - ii. Attendance at the Pre-Bid Meeting.
    - iii. Prepare addenda as necessary and submit to NBCUA.

- iv. Review of bids, conduct qualification and experience reviews, and recommend award of Contract.
- b. Pre – Construction Services
  - i. Review and comment on or approve Contractor's construction progress schedule, schedule of shop drawings, warranty and sample submittal schedules, and the contract schedule of values and cost breakdowns.
  - ii. Attend the preconstruction meeting.
  - iii. Review and comment on or approve proposed subcontractors, materials and equipment to be utilized by Contractor.
- c. General Construction Services
  - i. Provided a detailed review of shop drawings and submissions; issues comments on and/or approval of all submissions.
  - ii. Review and analyze material test results for compliance with contract acceptance values.
  - iii. Review all product warranties, supplier certificates, and laboratory test results to determine conformance with Contract Documents.
  - iv. Review and comment on Contractor's proposed sequence of construction to ensure the best interest of the Client are met.
  - v. Review and comment on Contractor's proposed method for maintaining facilities and site access during construction.
  - vi. Prepare Final Record Drawings which reflect actual construction under the contract, based on Contractor's as-built drawings.
  - vii. Coordinate with the NJDEP and other regulatory agencies, as necessary, during construction.
- d. Resident Engineering and Construction Oversight Services
  - i. Provide Resident Engineer and inspectors as required to properly observe all activities associated with the construction. Due to the nature of the construction and the long-lead time for the equipment, this proposal assumes that only part-time resident engineering services are required.
  - ii. Conduct construction progress meetings, prepare and distribute minutes of meetings.
  - iii. Prepare monthly status reports for presentation to the Client.
  - iv. Attend meetings and site visits by regulatory agencies.
  - v. Review and comment on or approve updated submissions of the Contractor's construction progress schedule.
  - vi. Review and comment on all requests by Contractor.
  - vii. Prepare daily inspection reports and maintain a filing system for all reports.
  - viii. Coordinate and resolve unacceptable work with the Contractor and Authority, as allowed for in the Contract Documents.
  - ix. Review and certify periodic estimates for payment and provide recommendations for payment.
  - x. Witness all field tests.
  - xi. Coordinate issuance of all required project change orders, assist in determining the value of the change in work and the negotiating of the



- associated changes in contract time and costs, and certification of change order.
- xii. Provide all required recommendations, inspections, reports and certifications associated with the Contract general conditions; e.g. partial utilization, substantial completion, final acceptance, suspension or termination of work, dispute resolution.
  - xiii. Certify to Client that Contractor has completed the work in accordance with the Contract Documents.
- e. Startup and Commissioning Services
- i. Witness all startup and testing procedures to assure conformance with the Contract Documents.
  - ii. Participate in training of EOWC Staff on the operation and maintenance of all equipment. CP will remain available to EOWC Staff should questions related to training come up after training is complete.
  - iii. Assist in the troubleshooting and resolution of startup issues.
- f. Operations and Maintenance Manual
- i. Review Contractor-prepared Operation and Maintenance (O&M) Manual, prepared in accordance with NJDEP requirements.

### Clarification

This proposal assumes the following will not be required to complete the work outlined above.

1. Since the proposed equipment is not a change in the wastewater stream process, it is assumed at this time a NJDEP Treatments Works Application is not necessary.
2. NJDEP Land Use Regulation Permitting for Wetlands, Flood Hazard, etc is not included in the above scope of work.
3. It is assumed that existing updated electronic site plan drawings will be provided for use and an updated site survey is not necessary at this time.
4. Coordination or permitting with local authorities (County or Town) is not included in the above scope.

### Cost

Based on the foregoing, CP proposes to perform this work as follows The cost reflected is based on a lump sum amount to be billed on a percent complete of the task each month.

Task 1 - \$14,850 (estimated man hours: 102 hours)

Task 2 - To Be determined upon completion of Tasks 1 and a clear project scope can be identified.

Task 3 - To Be determined upon completion of Tasks 2 and a clear project scope can be identified.

Task 4: - To Be determined upon completion of Tasks 3.



It is understood that the Authority may determine that none of the solutions recommended at the conclusion of Task 2 is in their best interest and that Tasks 3 and 4 will not be authorized.

### **Schedule**

CP is prepared to begin work immediately upon your authorization.

### **Authorization**

We enclose as part of this proposal, our Standard Terms and Conditions. If this proposal meets with your approval, kindly return a signed copy of this proposal, or a resolution incorporating this proposal by reference, as your notice to proceed.

Please feel free to call us with any questions or comments.

Very truly yours,  
**CP ENGINEERS, LLC**

A handwritten signature in blue ink that reads "Sean J. Sauder".

Sean J. Sauder  
Water Resources Department Leader

A handwritten signature in blue ink that reads "Stephen Donati".

Stephen Donati, P.E.  
Vice President

### **Enclosures**

cc. Stan Puszcz, P.E.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

**CONTRACT NO.:** Consulting Engineer for Ash Handling Improvements

**VENDOR:** CP Professional Services

**AMOUNT:** \$14,850

**ACCOUNT NO.:** 2100-4030 – Engineering

Date: 12/8/17

  
James Rotundo, Certifying Finance Officer

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 86-2017**

**Date: December 12, 2017**

---

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY AUTHORIZING EMERGENCY SPENDING TO REPAIR DAMAGED SEWAGE PIPE**

**WHEREAS**, the Northwest Bergen County Utilities Authority ("Authority") discovered a section of sewage pipe that the Authority uses to service certain member municipalities has disintegrated; and

**WHEREAS**, Authority's Engineer has determined that there is a high risk of this sewage line collapsing if it is not repaired immediately; and

**WHEREAS**, a collapse of this sewage line would threaten the health, safety and welfare of the public; and

**WHEREAS**, the Authority's Engineer has thus concluded that an emergency condition exists and recommended that this section of sewage line 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, to perform the required repairs to the damaged sewage line
3. The Authority is directed to file an "Emergency Procurement Report" with the Director of the Division of Local Government Services within 30 days of the award of the contract, 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.




## N.J. Division of Local Government Services

### EMERGENCY PROCUREMENT REPORT

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

1. Name of Public Agency:	Northwest Bergen County UA	County:	Bergen
2. Date Emergency occurred:	11/11/17	Time emergency occurred:	1:00 pm
3. Date emergency declared:	11/11/17	Time emergency declared:	3:00 pm
4. Agency/department responsible for determining there was an emergency:	Collection System		
5. Name and title of the official in charge of that agency:	Howard Hurwitz		
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary): Upon completion and review of a TV inspection of the 18" Ho Ho Kus Sewer Trunk East Interceptor it was discovered that a 10 foot section of pipe directly downstream of MHE6 has totally disintegrated and is presently just soil. There is a high risk for a collapse of the sewer line that services the Borough of Ho Ho Kus and parts of Ridgewood (approx. 2.0 MGD) and runs along a easement located next to the NJ Transit Rail Line and a collapse of this line could lead to an eminent public safety and health issue. Repair and or bypass of this section of sewer line should occur as immediately as possible.			
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):	Robert M Genetelli		
8. The total (or estimated) cost of providing the goods or performing services was:	< \$250,000		
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:			
J. Fletcher Creamer & Sons (est. \$174,501 – bypass)			
10. When was the notification reduced to writing and filed with the purchasing agent?			11/22/17
11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C.5:34-6.1?			Yes
This report was completed by (name and title):		Robert M Genetelli	
Name and Address of agency contact person:		Howard Hurwitz, 30 Wyckoff Avenue, PO Box 255, Waldwick NJ 07463	
Signature:			Date: 12/12/17

Submit by mail or fax to:

Director, Division of Local Government Services  
P.O. Box 803  
Trenton, New Jersey 08625-0803  
Fax: 609-633-6243

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**NO. 87-2017**

**Date: December 12, 2017**

---

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES**

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

**WHEREAS**, on or about December 4, 2017 the Superintendent of the Authority received a proposed contract from Valley Medical Group of Paramus, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses; and

**WHEREAS**, the fees for such services provided by Valley Medical Group of Paramus will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

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

**WHEREAS**, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Medical Group of Paramus to be retained in this regard effective January 1, 2018 to December 31, 2018.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**NO. 87-2017**

**Date: December 12, 2017**

---

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES**

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Health Medical Group of Paramus for 2018 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on December 12, 2017.

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CHAIRMAN

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SECRETARY

	Bonagura	Chewcaskie	Danubio	DePhillips	Gabbert	Kelahr	Lo Iacono	Plumley	Kasparian
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									



## AGREEMENT

### **ALCOHOL AND DRUG TESTING SERVICES**

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 206, Paramus, NJ 07652 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of January 1, 2018, which shall hereinafter be referred to as the execution date of this Agreement.

#### ***WHEREAS:***

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

The 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  $\geq 0.02$ , 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)

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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, its 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  $\geq 0.04$  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 1<sup>st</sup> 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, 2018, and terminating on December 31, 2018. 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 VMG:

Paul Gresko  
Director, OHS

With a copy to:

Robin Goldfisher  
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

**AMENDMENTS**

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

**BINDING EFFECT: ASSIGNMENT**

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

**HEADINGS**

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



**FURTHER ASSURANCES**

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


**SURVIVAL**

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

**INSURANCE:**

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

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

PROVIDER: <u>VMG</u>	MUNICIPALITY: <u>Northwest Bergen Utilities Authority</u>
By: <u></u>	By: _____
Title: <u>Director, OHS</u>	Title: _____
Date: <u>11/27/17</u>	Date: _____

**FEE SCHEDULE**

**BUNDLED PRICES FOR SERVICES**

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

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

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

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

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

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

MUNICIPALITY agrees to pay PROVIDER \$ 67.00 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 Driver Information Packets.**
- **Required Certified MRO Services.**

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

**Amendment A**

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT**

**NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://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.**