

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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## **RESOLUTION**

**No. 65-2016**

**DATE: September 20, 2016**

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### **RESOLUTION DETERMINING CERTAIN DETAILS OF NOT EXCEEDING \$4,000,000 NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY UTILITY SYSTEM REVENUE REFUNDING BONDS, 2016 SERIES A, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH BONDS**

**WHEREAS**, THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority") intends to (i) refund, on an advance basis, the outstanding callable Utility System Revenue Bonds, Series 2009 A, maturing on July 15 in each of the years 2020 through 2024, inclusive, in the aggregate principal amount of \$3,275,000 (the "Refunded Bonds"), (ii) fund the Bond Reserve Requirement, if any, and (iii) finance costs of issuance to be incurred in connection therewith (collectively, the "2016 Refunding") through the issuance of its Utility System Revenue Refunding Bonds, 2016 Series A (the "Refunding Bonds"), in an aggregate principal amount not to exceed \$4,000,000; and

**WHEREAS**, in order to market and sell the Refunding Bonds, (i) the Authority shall enter into a negotiated sale of the Refunding Bonds with The Bergen County Improvement Authority (the "BCIA"), heretofore appointed by the Authority as purchaser of the Refunding Bonds (the "Purchaser"), pursuant to the terms of a bond purchase agreement (the "Purchase Contract"), and (ii) the Authority shall take such other actions and shall authorize, execute or acknowledge, as the case may be, and deliver such other documents, instruments or certificates as Gibbons P.C., heretofore appointed by the Authority as bond counsel for the Refunding Bonds ("Bond Counsel") and the Purchaser deem necessary, convenient, useful or desirable in order to issue the Refunding Bonds (collectively, the "Financing Documents");

**NOW, THEREFORE**, BE IT RESOLVED BY THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, AS FOLLOWS:

**Section 1.** In order to refund the Refunded Bonds, fund the Bond Reserve Requirement, if any, and to pay certain costs of issuance in connection therewith, the Refunding Bonds shall be and hereby are authorized to be issued pursuant to the terms and conditions hereof and under and pursuant to the Trust Indenture, dated as of June 1, 1984, by and between the Authority and First Fidelity Bank, National Association, New Jersey, as trustee (the "Trustee"), as amended and supplemented to and including the Tenth Supplemental Trust Indenture, dated as of October 1, 2016, by and between the Authority and The Bank of New York Mellon, as successor to, and as, the Trustee (collectively, the "Trust Indenture"), in a principal amount not to exceed \$4,000,000. The Tenth Supplemental Trust Indenture shall also contain such other terms and provisions of the Refunding Bonds that are not established by this Resolution and that are not inconsistent with the terms and provisions of the Trust Indenture and this Resolution.

**Section 2.** (a) The Refunding Bonds are hereby authorized to be sold to the Purchaser at a purchase price to be set forth in the Purchase Contract (which sum shall represent the par amount of the Refunding Bonds to be delivered less a Purchaser's fee to be determined in an amount not exceeding \$7.00 per \$1,000 of Refunding Bonds sold, exclusive of a Purchaser's Counsel fee, and any original issue discount or premium to be determined in the Purchase Contract, plus interest accrued on the Refunding Bonds from their dated date to the date of delivery thereof. The Chairman of the Authority, the Treasurer of the Authority and the Secretary of the Authority (the "Chairman", the "Treasurer" and the "Secretary", respectively) are hereby authorized to enter into the Purchase Contract with the Purchaser on behalf of the Authority in the form satisfactory to Bond Counsel and upon terms satisfactory to the Purchaser in accordance with the provisions of this Resolution; *provided*, that the sale of the Refunding Bonds results in a net present value savings to the Authority of at least three percent (3%) of the par amount of the Refunded Bonds and otherwise in accordance with the terms provided for in the approval of the Local Finance Board anticipated to be granted August 10, 2016 for the undertaking of the 2016 Refunding. The signature of the Chairman, the Treasurer or the Secretary on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals therefor.

(b) The Refunding Bonds shall be issued on a parity as to both payment and amount with the other Bonds then Outstanding under the Trust Indenture. Pursuant to the Trust Indenture, there will be pledged for the payment of the principal of and interest on the Refunding Bonds in accordance with their terms and the provisions of the Trust Indenture (i) the Net Revenues, and (ii) the amounts on deposit in the Funds and Accounts (except the Operating Account and the General Account) established under and pursuant to the Trust Indenture.

(c) The Refunding Bonds shall be special and limited obligations of the Authority. The Refunding Bonds shall not be in any way a debt or liability of the State of New Jersey or of any political subdivision thereof (other than the Authority) and shall not create or constitute any indebtedness, liability or obligation of the State of New Jersey or any such political subdivision thereof or be or constitute a pledge of the faith and credit of the State of New Jersey or any such political subdivision thereof.

**Section 3.** (a) The Refunding Bonds shall be issued in the par amount determined by the Chairman, the Treasurer or the Secretary to be necessary to undertake the 2016 Refunding, but in no event greater than \$4,000,000.

(b) The Refunding Bonds shall be dated such date as determined by the Chairman, the Treasurer or the Secretary and shall bear interest at the rates per annum as set forth in the Purchase Contract, provided that such fixed interest rates on the Refunding Bonds shall cause the true interest cost thereof to be less than or equal to 5.00%.

(c) The Refunding Bonds shall be numbered consecutively from R-1 upward for each maturity, with such maturities as set forth in the Purchase Contract.

(d) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

(e) The Refunding Bonds shall mature in the principal amounts as set forth in the Purchase Contract, commencing July 15, 2017 through and including July 15, 2024 (each a "Principal Payment Date"), unless such other Principal Payment Dates shall be set forth in the Purchase Contract, but in no event shall a Principal Payment Date be later than July 15, 2024. The Refunding Bonds shall bear interest at the interest rates per annum as set forth in the Purchase Contract payable on the fifteenth day of January and July, commencing January 15, 2017 (each an "Interest Payment Date"), until maturity, unless such other Interest Payment Dates shall be set forth in the Purchase Contract. The principal of and interest on the Refunding Bonds will be paid by the Trustee on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the registered owner as listed on the records of the Trustee, as of each next preceding January 1 and July 1 (each a "Record Date"), unless such other Record Dates shall be set forth in the Purchase Contract. The Refunding Bonds shall be executed by the manual or facsimile signatures of the Chairman and the Treasurer under the official seal of the Authority (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual or facsimile signature of the Secretary.

(f) The Refunding Bonds are not subject to redemption prior to their stated maturities as set forth in the Purchase Contract.

**Section 4.** (a) Bond Counsel is hereby authorized to arrange for the printing of the Refunding Bonds. The Chairman, the Treasurer and the Secretary are hereby authorized and directed to sell, execute and deliver the Refunding Bonds to the Purchaser upon receipt of payment therefor, including interest accrued from their dated date to the date of delivery thereof, if any.

(b) The Secretary of the Authority is hereby directed to have a notice of the adoption of this Resolution published in The Record and posted in the office of the Authority and

the office of the clerk of each municipality being a party to a Service Contract in the form prescribed by N.J.S.A. 40:14B-28.

**Section 5.** The Authority hereby approves the inclusion of certain financial and operating information with respect to the Authority to be contained in Preliminary Official Statement and Official Statement prepared and distributed on behalf of the BCIA in connection with the 2016 Refunding. Such Preliminary Official Statement may be "deemed final" for purposes of Rule 15c2-12 of the SEC on behalf of the Authority by the Chairman or the Secretary.

**Section 6.** The Chairman and the Secretary are hereby severally authorized and directed to execute and deliver the Financing Documents, including but not limited to the Purchase Contract substantially in the form attached hereto as Exhibit A and the Tenth Supplemental Trust Indenture substantially in the form attached hereto as Exhibit B, with such changes thereto as the Chairman or the Secretary, in his or her sole discretion, after consultation with Bond Counsel, shall determine to be necessary, desirable, useful or convenient in order to effect the 2016 Refunding or any other transaction contemplated hereby and thereby, which changes shall be dispositively evidenced by the execution and delivery thereof.

**Section 7.** The Chairman or the Secretary is hereby authorized and directed to pay all costs of issuance of the Refunding Bonds up to the maximum amounts set forth in the Local Finance Board Application to be filed in connection with the anticipated approval of the issuance of the Refunding Bonds or as otherwise set forth in a certificate of the Authority in connection with the issuance of the Refunding Bonds.

**Section 8.** The Chairman or the Secretary, in his or her sole discretion, after consultation with Bond Counsel, shall make such investment decisions with respect to Refunding Bond proceeds or other monies available for investment at the direction of the Authority under the Financing Documents, so long as any such investments conform with applicable law.

**Section 9.** The Chairman and the Secretary and other appropriate representatives of the Authority, including the Executive Director, are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including, without limitation, preparing and executing such agreements and documents on behalf of the Authority, taking all steps necessary or desirable to implement this Resolution and executing and delivering such agreements, documents and closing certificates as may be necessary or appropriate to accomplish the transactions contemplated hereby and thereby.

**Section 10.** All prior resolutions of the Authority or portions thereof inconsistent herewith, if any, are hereby repealed. All words, terms and phrases which are capitalized in this Resolution shall be deemed to have the meanings given to them by the definitions set forth in the Trust Indenture, unless the context clearly indicates otherwise.

**Section 11.** 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 **September 20, 2016**.

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered							✓		
Seconded					✓				
Aye	✓				✓		✓	✓	✓
Nay									
Absent		✓	✓			✓			
Abstain									
Recuse				✓					

**EXHIBIT A**

**Form of Purchase Contract**

## BOND PURCHASE AGREEMENT

\_\_\_\_\_, 2016

Northwest Bergen County Utilities Authority  
30 Wyckoff Avenue  
Waldwick, New Jersey 07463

The undersigned, the Bergen County Improvement Authority (the "Authority"), offers to enter into the following Bond Purchase Agreement with you, the Northwest Bergen County Utilities Authority (the "Borrower") which, upon your acceptance of this offer, will be binding upon you and upon the Authority. This offer is made subject to acceptance of this Bond Purchase Agreement by the Borrower on or before the date of Closing (as hereinafter defined), and, if not so accepted, will be subject to withdrawal by the Authority upon notice delivered to the Borrower at the address set forth above at any time prior to the acceptance hereof by the Borrower.

The Borrower acknowledges that the Authority is purchasing the bonds described below with the proceeds of the Authority's ["County Guaranteed Governmental Loan Revenue Bonds, Series 2016B"] (the "Authority Bonds") pursuant to a bond resolution of the Authority adopted \_\_\_\_\_, 2016 (said bond resolution, together with any amendments and supplements thereto, is referred to herein as the "Bond Resolution"). The Borrower further acknowledges that the Authority will execute a Bond Purchase Contract pursuant to which it will agree to sell the Authority Bonds to the underwriter named therein (the "Underwriter"). The Authority agrees to use its best efforts to issue and deliver its Authority Bonds no later than \_\_\_\_\_, 2016. The Borrower agrees to comply with the provisions of the Authority's Bond Resolution as applicable to it.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, the Authority hereby agrees to purchase from the Borrower, and the Borrower hereby agrees to sell to the Authority, \$\_\_\_\_\_ principal amount of the Borrower's revenue refunding bonds (the "Borrower Bonds") on the date on which the Authority initially issues its Authority Bonds. The Borrower Bonds shall be dated the date of Closing, shall mature not later than forty years from the date of Closing and shall bear interest at the interest rates per annum as shall be approved by an Authority representative and as shall be approved by the Borrower pursuant to the proceedings taken to authorize and issue such Borrower Bonds under the [Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-28), constituting Chapter 183 of the Pamphlet Laws of 1957, of the State of New Jersey, as amended and supplemented], et seq. or other similar law], including, where applicable, the approval of the New Jersey Local Finance Board (the approval by the Borrower of the principal amortization schedule and the interest rates per annum thereon shall be herein referred to as the "Details Resolution"; all other proceedings of the Borrower taken to authorize the Borrower Bonds shall be herein referred to as the "Local Proceedings").

2. The purchase price for the Borrower Bonds shall be equal to \$\_\_\_\_\_.

The payment for and delivery of the Borrower Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery, herein called the "Closing," and as hereinafter defined in Paragraph 6 hereof.

The Borrower hereby requests that its share of the total costs of issuance in the amount of \$\_\_\_\_\_, including, but not limited to, the underwriters' discount, be netted against the purchase price for the Borrower Bonds.

The Borrower hereby further requests that the Authority apply the remaining purchase price for the Borrower Bonds as follows:

(i) \$\_\_\_\_\_ (plus \$\_\_\_\_\_ of the Borrower's funds on hand) shall be transferred to [TRUSTEE], as Trustee for deposit to the Escrow Fund (the "Escrow Fund") established pursuant to the Escrow Deposit Agreement, dated as of \_\_\_\_ 1, 2016, between the Authority, the Borrower and the Trustee, as Escrow Agent (the "Escrow Agreement");

(ii) \$\_\_\_\_\_ shall be transferred to the Borrower in accordance with wiring instructions provided by the Borrower prior to Closing.

The Borrower acknowledges that said deposit to the Escrow Fund and the subsequent investment and application thereof in accordance with the Escrow Agreement will be used by the Borrower to advance refund the outstanding amount of \$\_\_\_\_\_ of the Borrower's [\_\_\_\_\_ Revenue Bonds, Series 2009], issued through the Authority as a conduit deal and entitled County of Bergen Guaranteed Revenue Bonds, Series 2009 (Bergen County Guaranteed) (the "Refunded Bonds").

The Borrower Bonds shall be as described in, and shall be issued and secured under the Local Proceedings.

3. It shall be a condition (i) to the obligations of the Borrower to sell and to deliver the Borrower Bonds to the Authority, and (ii) to the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds, that the entire issue of Borrower Bonds to be sold pursuant to Paragraph 1 hereof shall be sold and delivered by the Borrower and purchased, accepted and paid for by the Authority at the Closing. The Authority has pledged such Borrower Bonds, when issued, as security for the repayment of the Authority Bonds.

4. By virtue of the execution of this Bond Purchase Agreement, the Borrower represents and warrants to, and agrees with, the Authority (and it shall be a condition of the obligation of the Authority to purchase and to accept delivery of the Bonds that the Borrower shall so represent and warrant as of the date of Closing) that:

(a) The Borrower was duly created and organized as a political subdivision of the State of New Jersey (the "State") and that the Borrower is authorized to execute and deliver this Bond Purchase Agreement and the Escrow Agreement, to issue the Borrower Bonds, to adopt the Local Proceedings and the Details Resolution, to perform its respective obligations under such instruments and proceedings and that it has the authority to levy *ad valorem* property taxes on all the taxable real property within the

geographic area or jurisdiction of the Borrower to provide for the payments required under the Borrower Bonds, and the Borrower Bonds will constitute full faith and credit obligations of the Borrower;

(b) The officers of the Borrower are the duly qualified and presently acting officers of the Borrower;

(c) The Borrower has complied with the provisions of all laws of the State relating to the issuance of the Borrower Bonds and has full power and authority to issue the Borrower Bonds and to carry out and consummate all transactions contemplated to be performed by it pursuant to this Bond Purchase Agreement, the Borrower Bonds, the Local Proceedings and the Details Resolution, and any and all other agreements relating hereto and thereto;

(d) The Borrower will not take any action, or fail or omit to take any action (or to the extent it exercises control or direction, permit any action), with respect to the proceeds of the sale of the Borrower Bonds to the Authority (i) which would result in any of the Borrower Bonds becoming an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) which could adversely affect the exclusion from federal gross income of interest on the Borrower Bonds or the Authority Bonds pursuant to Section 103 of the Code;

(e) At the time of the Borrower's acceptance of this Bond Purchase Agreement and at all times subsequent thereto up to and including the date of the Closing, the financial and other information supplied by such Borrower to the Authority does not and will not contain any untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(f) The Borrower has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Borrower Bonds upon the terms set forth herein; (ii) the adoption, delivery and due performance of the Local Proceedings and, as of the date of Closing, the Details Resolution; and (iii) the execution, delivery and performance by the Borrower of this Bond Purchase Agreement and the Escrow Agreement, the Borrower Bonds, an arbitrage certificate or tax representation letter, and any and all other agreements and instruments that may be required to be executed, delivered and received by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by each of said documents and the Local Proceedings;

(g) Between the date of this Bond Purchase Agreement and the Closing, the Borrower will not, without advising the Authority, issue any bonds, notes or other obligations, other than the Borrower Bonds sold hereby;

(h) To the knowledge of any official of the Borrower, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of any official of the Borrower, threatened affecting the Borrower wherein an unfavorable decision, ruling or finding

would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings and, as of the date of Closing, the Details Resolution, this Bond Purchase Agreement and the Escrow Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds;

(i) The execution, delivery and performance by the Borrower of the events and documents provided for in this Bond Purchase Agreement and the Escrow Agreement, the Local Proceedings, the Details Resolution, and the Borrower Bonds and compliance with the provisions hereof and thereof, will not violate any provision of any law of the State or any applicable judgment, order or regulation of any court or any public or governmental agency or authority of the State and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is or may be bound, nor will such action result in any violation of the Constitution or laws of the State relating to the establishment of the Borrower or its affairs, or any statute, order, rule or regulation of any court or of any federal, state or other regulatory agency or other governmental body having jurisdiction over the Borrower, and all consents, approvals, authorizations and orders of any governmental or regulatory agency, including but not limited to, the New Jersey Local Finance Board, which are required for the consummation of the transactions contemplated hereby have been obtained or will be obtained prior to the delivery of the Borrower Bonds, and are or will be in full force and effect;

(j) When delivered to and paid for by the Authority in accordance with the terms of this Bond Purchase Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, the Borrower Bonds will be duly authorized, executed, authenticated (if applicable), issued and delivered by the Borrower, and will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their terms and will be entitled to the benefit of the Local Proceedings and the Details Resolution;

(k) Any certificate which is executed on behalf of the Borrower by any authorized officer of the Borrower, or by any duly appointed agent of the Borrower, and delivered to the Authority shall be deemed to be a representation by the Borrower to the Authority as to the truth of the statements made therein;

(l) If, between the date of this Bond Purchase Agreement and the date of the Closing, an event occurs affecting the Borrower, of which any official of the Borrower has knowledge, which would cause the financial and other information supplied by the Borrower to contain an untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in

light of the circumstances under which they were made, not misleading, the Borrower shall notify the Authority, and, if in the reasonable opinion of the Authority, such event requires an amendment or supplement to such information, the Borrower will amend or supplement such information, at the expense of the Borrower, in a form and in a manner approved by the Authority; and

(m) All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter, including but not limited to the New Jersey Local Finance Board, which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder have been obtained and are in full force and effect.

5. As a condition to the effectiveness of this Bond Purchase Agreement, the Borrower is required to deliver at or prior to the Closing: (A) an opinion of counsel to the Borrower, dated the date of the acceptance hereof and addressed to the Authority, to the effect that (i) the Borrower has the right and power to enter into and carry out its obligations under this Bond Purchase Agreement and the Escrow Agreement; (ii) the Borrower has duly authorized, executed and delivered this Bond Purchase Agreement and the Escrow Agreement, and (iii) this Bond Purchase Agreement and the Escrow Agreement are valid and binding agreements of the Borrower enforceable in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, moratorium, debt adjustment, reorganization or other similar laws affecting creditors' rights generally, and (y) the availability of any particular remedy; and (B) certified copies of the Local Proceedings.

6. At or prior to 2:00 P.M., New York time, on \_\_\_\_\_, 2016 or at such earlier or later time on such date as may be mutually agreeable to the Authority and the Borrower (the "Closing"), the Borrower will deliver the Borrower Bonds in substantially the form provided in Exhibit A to this Bond Purchase Agreement to the Authority, duly executed, and the Authority will accept delivery, at which time the Authority will, upon receiving the documents hereinafter mentioned, and, subject to the terms and conditions hereof, pay the purchase price for the Borrower Bonds as set forth in Paragraph 2 hereof. Delivery of the Borrower Bonds as provided above shall be at the offices of Bond Counsel to the Authority, or at such other place as shall have been mutually agreed upon by the Borrower and the Authority.

7. The Authority has entered into this Bond Purchase Agreement in reliance upon the accuracy of the representations and warranties of the Borrower contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Borrower of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Authority's obligation under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds shall be subject to the performance by the Borrower of its obligations to be performed hereunder and under the documents and instruments described herein, at or prior to the Closing, and such obligation shall also be subject to the following conditions:

(a) The representations and warranties of the Borrower contained herein shall be true, complete and correct on the date of the acceptance hereof, and on and as of the date of the Closing with the same effect as if made on the date of the Closing;

(b) At the time of the Closing, the Local Proceedings and the Details Resolution shall be in full force and effect, and shall not have been rescinded, amended, modified or supplemented;

(c) On the date of the acceptance hereof, and on and as of the date of the Closing, there shall have been taken in connection with the issuance of the Borrower Bonds all such actions as shall, in the opinion of the Authority, Bond Counsel to the Authority, and Bond Counsel to the Borrower, be necessary and appropriate in connection with the transactions contemplated hereby;

(d) On and as of the date of Closing, (i) no Event of Default or condition, event or act which with notice or lapse of time or both shall result in an Event of Default shall have occurred and be continuing under the Bond Resolution or the Borrower Bonds and (ii) sufficient funds shall be available to the Authority in the Loan Fund under the Bond Resolution to purchase the Borrower Bonds;

(e) At or prior to the Closing, the Borrower shall have performed all of its obligations required under or specified in this Bond Purchase Agreement and under the Local Proceedings and the Details Resolution to be performed at or prior to the date of the Closing, and the Authority shall have received each of the following documents:

(1) A certified copy of the record of the Local Proceedings and the Details Resolution;

(2) An unqualified final approving opinion, dated the date of the Closing and addressed to the Borrower, the Underwriter and the Authority, of Borrower Bond Counsel, which shall be a firm satisfactory to the Authority, to the effect that (a) the Local Proceedings and the Details Resolution have been validly adopted and are in full force and effect, (b) that the Borrower Bonds are legal, valid and binding general obligations of the Borrower enforceable in accordance with their terms and the terms of the Local Proceedings and the Details Resolution and, unless paid from other sources, is payable from ad valorem taxes levied upon all the taxable property located within the jurisdiction of the Borrower, without limitation as to rate or amount, and (c) interest on the Borrower Bonds is excluded from gross income for federal income tax purposes and interest on the Borrower Bonds and any gain on the sale thereof is not includable as gross income under the New Jersey Gross Income Tax Act;

(3) An opinion or opinions, dated the date of the Closing and addressed to the Borrower, Authority Bond Counsel, the Underwriter and the Authority, of Borrower Bond Counsel, to the effect that (a) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower, (b) the Borrower Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, respectively, to the extent provided in such acts, and that it is not necessary in connection with the sale of the Borrower Bonds to the public to register the Borrower Bonds under the Securities Act of 1933, as amended, or to qualify the Local Proceedings or the Details Resolution under the Trust Indenture Act of 1939, as amended, and (c) this Bond Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by, and constitute legal, valid and binding agreements of the Borrower

enforceable in accordance with their terms. Such letter may state that it is solely for the benefit of the Authority, the Underwriter, Authority Bond Counsel and the Borrower;

(4) An opinion, dated the date of the Closing and addressed to the Borrower, the Underwriter, and the Authority, of counsel to the Borrower, to the effect that (A) there is no litigation pending or, to such counsel's knowledge, threatened against the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds; and (B) nothing has come to such counsel's attention which would cause him to believe that the statements and information relating to the Borrower contained in the Official Statement under the caption "LITIGATION – The Borrowers" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) A certificate or certificates, satisfactory in form and substance to the Authority, of a duly authorized officer of the Borrower, dated as of the date of the Closing, to the effect that (i) each of the representations and warranties of the Borrower set forth in this Bond Purchase Agreement are true, accurate and complete as of the date of the Closing; (ii) the executed copies of this Bond Purchase Agreement, the Escrow Agreement and the certified copies of the Local Proceedings and the Details Resolution are true, correct and complete copies of such documents and have not been modified, amended, superseded or rescinded, and remain in full force and effect as of the date of the Closing; (iii) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower; (iv) this Bond Purchase Agreement, the Escrow Agreement and any and all other agreements and documents required to be executed and delivered by the Borrower in order to carry out, give effect to and consummate the transactions contemplated hereby have each been duly authorized, executed and delivered by or on behalf of the Borrower, and as of the date of the Closing, each is in full force and effect; (v) no litigation is pending or, to such authorized officer's knowledge, threatened to restrain or enjoin the issuance or sale of the Borrower Bonds or in any way contesting the validity or affecting the authority for the issuance of the Borrower Bonds, the authorization, execution or performance of the Local Proceedings, the Details Resolution, the Bond Purchase Agreement, the Escrow Agreement or the existence or powers of the Borrower; (vi) no further authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons) is required for the valid authorization, execution and delivery of the Borrower Bonds or the Local Proceedings, the Details Resolution, the Bond Purchase Agreement, the Escrow Agreement or any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement; (vii) the authorization, execution and delivery of the Borrower Bonds, the Local Proceedings, the Details Resolution, the Bond Purchase Agreement, the Escrow Agreement and any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement and the fulfillment of the terms and

provisions of said agreements and instruments by the Borrower will not, to the best of his knowledge (a) conflict with, violate or result in a breach of any law, any administrative order, regulation or decree applicable to the Borrower, or (b) conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party, or by which it is bound or any order, rule or regulation applicable to the Borrower of any court or other governmental body; (viii) such officer has reviewed the Official Statement dated \_\_\_\_\_, 2016 relating to the Bonds (the "Official Statement"); (ix) to the best of such officer's knowledge, the information contained in the Official Statement relating to the Borrower is true and correct, and the Official Statement, solely with respect to the information relating to the Borrower, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and (x) no event has occurred and is continuing that constitutes or that with notice or the lapse of time or both would constitute a default under the Local Proceedings;

(6) An unqualified opinion of Bond Counsel to the Authority addressed to the Authority to the effect that the purchase of the Borrower Bonds by the Authority, the use of the proceeds thereof by the Borrower as represented by the Borrower to such Bond Counsel and the pledge of the Borrower Bonds under the Bond Resolution complies in all respects with the Bond Resolution and does not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Authority Bonds;

(7) An arbitrage certificate or tax representation letter, in form and substance satisfactory to Bond Counsel to the Authority, executed by an authorized officer of the Borrower;

(8) A certificate, dated the date of the Closing, signed by official representatives of the Borrower (i) consenting to the use by the Underwriters in the Official Statement of the financial and other information relating to the Borrower and (ii) regarding the "deemed final" nature of certain information concerning the Borrower set forth in the Preliminary Official Statement, in accordance with Securities and Exchange Commission Rule 15c2-12;

(9) An executed Continuing Disclosure Agreement in substantially the form set forth in Appendix D to the Official Statement; and

(10) Such additional legal opinions, certificates, instruments and other documents as the Authority may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Borrower's representations, warranties and covenants contained herein and the due performance or satisfaction by the Borrower, at or prior to the Closing, of all agreements then to be performed and all conditions then to be satisfied by the Borrower.

If the Borrower shall be unable to satisfy, after good faith efforts on its part, the conditions to the obligations of the Authority contained in this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds, or if the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase

Agreement shall immediately terminate and neither the Authority nor the Borrower shall be under further obligation hereunder except as set forth in Paragraph 8 hereof. No failure to purchase Borrower Bonds hereunder due to a failure to satisfy any condition precedent (whether or not within the control of the Borrower) shall give rise to any liability of the Authority to such Borrower.

8. The Authority shall be under no obligation to pay, and the Borrower shall pay (whether or not Borrower Bonds are purchased hereunder), all expenses incidental hereto and to the performance of the Borrower's obligations hereunder, including but not limited to: (i) the cost of the preparation of the Local Proceedings and the Details Resolution; (ii) the cost of the preparation and printing of the Borrower Bonds; (iii) the fees and disbursements of Bond Counsel to the Borrower; (iv) the fees and disbursements of the Borrower's counsel, financial advisor, independent auditor, and advisers, if any, and of any other experts or consultants retained by the Borrower; (v) the fees and disbursements of any paying agent or bond registrar for the Borrower Bonds; (vi) the Borrower's proportionate share of (A) the Authority's Cost to issue the Bonds to the extent not paid from proceeds of the Authority Bonds and (B) the ongoing fees that the Trustee, Paying Agent and Registrar under the Bond Resolution charge in connection with the Bond Resolution; (vii) the cost of preparing, mailing and delivering any financial or other information about the Borrower; (viii) any applicable taxes or fees for issuance and purchase of any Borrower Bonds or other related expenses; and (ix) all costs and expenses (including legal fees) in connection with the administration and enforcement of the Borrower Bonds which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution). The Borrower's proportionate share of the costs and fees referenced in clauses (iii), (iv), (v) and (vi) (A) of the immediately preceding sentence shall be \$\_\_\_\_\_.

9. Any notice or other communication to be given to the Borrower under this Bond Purchase Agreement may be given by delivering the same in writing at the Borrower's address at the Northwest Bergen County Utilities Authority, 20 Wyckoff Avenue, Waldwick, NJ 07463, Attention: Executive Director; and any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to the Bergen County Improvement Authority, One Bergen County Plaza, Hackensack, New Jersey 07601, attention: Executive Director.

10. This Bond Purchase Agreement is made solely for the benefit of the Borrower and the Authority (including the successors or assigns of each), and no other person shall acquire or have any right hereunder by virtue hereof. All of the Borrower's representations, warranties and covenants contained in this Bond Purchase Agreement shall remain operative and in full force and effect subsequent to the delivery of and payment for the Borrower Bonds pursuant to this Bond Purchase Agreement.

11. This Bond Purchase Agreement shall not be amended nor shall any provision hereof be waived by either party hereto without the prior written consent of the Borrower and the Authority.

12. This Bond Purchase Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

13. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof on behalf of the Borrower by such officer authorized by resolution to so execute it, shall be valid and enforceable as of the time of such acceptance and consent and shall remain in full force and effect until the Borrower Bonds shall have been fully paid in accordance with their terms and all payments due and owing pursuant to Paragraph 8 hereof shall have been paid in full.

THE BERGEN COUNTY IMPROVEMENT  
AUTHORITY

By: \_\_\_\_\_  
Mauro Raguseo  
Acting Executive Director

Accepted:

This \_\_\_\_ day of \_\_\_\_\_, 2016  
Northwest Bergen County Utilities Authority:

By: \_\_\_\_\_  
Name: Howard Hurwitz  
Title: Executive Director

**EXHIBIT A**

No. R-1

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**\_\_\_\_\_ REVENUE REFUNDING BOND**

DATE OF ORIGINAL ISSUE: \_\_\_\_\_, 2016

THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "BORROWER"), New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

THE BERGEN COUNTY IMPROVEMENT  
AUTHORITY (the "Authority")  
c/o [TRUSTEE] (the "Trustee")

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on semiannually on [January 15] and [July 15] in each year, commencing [\_\_\_\_, 2016], in an amount equal to the interest accruing to each [February 15] and [August 15]. This bond as to principal will be payable on each [July 15] of each year until maturity at the corporate trust office of the Trustee.

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the \_\_\_\_\_ Revenue Refunding Bonds referred to in a resolution of the Borrower adopted on [ September 20, 2016] and entitled "[\_\_\_\_\_], in all respects duly approved and published as required by law.

The full faith and credit of the Borrower is hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the [Borrower], is within every debt and other limit prescribed by such Constitution or statutes.

The Borrower agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, and (ii) its share of the amounts payable pursuant to paragraph 8(vi)(B) of the Bond Purchase Agreement between the Borrower and the Authority.

**IN WITNESS WHEREOF**, Northwest Bergen County Utilities Authority, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Executive Director, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Secretary, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

Northwest Bergen County Utilities  
Authority

ATTEST:

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Secretary

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_ (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints \_\_\_\_\_ as Attorney to transfer this bond on the registration books of the \_\_\_\_\_ with full power of substitution and revocation.

---

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

\_\_\_\_\_

SCHEDULE A

[Insert pages from numbers run]

**EXHIBIT B**

**Form of Tenth Supplemental Trust Indenture**

TENTH SUPPLEMENTAL TRUST INDENTURE

By and Between

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

AND

THE BANK OF NEW YORK MELLON,  
as Trustee

Dated as of October 1, 2016

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**TENTH SUPPLEMENTAL TRUST INDENTURE**, dated as of October 1, 2016, by and between the Northwest Bergen County Utilities Authority (the "Authority"), a body politic and corporate of the State of New Jersey, established pursuant to the Municipal and County Utilities Authorities Law, as amended and supplemented (N.J.S.A. 40:14B-1 et seq.), and The Bank of New York Mellon, a state banking corporation duly organized under the laws of the State of New York, as trustee (the "Trustee").

The Authority covenants with the Trustee for the equal and proportionate benefit of the holders of the Authority's Utility System Revenue Refunding Bonds, 2016 Series A (the "2016A Bonds") and the holders of the Authority's Outstanding Utility System Revenue Bonds and Revenue Refunding Bonds, as follows:

#### **PRELIMINARY STATEMENT**

The Authority is authorized by law, and deems it necessary and desirable, to enter into this Tenth Supplemental Trust Indenture for the purpose of issuing and securing the 2016A Bonds in accordance with Sections 202, 205 and 801 of the Trust Indenture, dated as of June 1, 1984 (the "Initial Trust Indenture"), by and between the Authority and the Trustee, as amended and supplemented, most recently by this Tenth Supplemental Trust Indenture, dated as of October 1, 2010. The Initial Trust Indenture as so amended and supplemented is hereinafter referred to as the "Trust Indenture."

All acts and things necessary to constitute this Tenth Supplemental Trust Indenture a valid indenture and agreement according to its terms have been done and performed. The Authority has duly authorized the execution and delivery of this Tenth Supplemental Trust Indenture. The Authority, in the exercise of the legal right and power vested in it, executes this Tenth Supplemental Trust Indenture and proposes to make, execute, issue and deliver the 2016A Bonds hereunder and in accordance herewith.

## ARTICLE I

### AUTHORITY AND DEFINITIONS

**101. Supplemental Indenture.** This Tenth Supplemental Trust Indenture is supplemental to, and entered into pursuant to, the Trust Indenture.

**102. Definitions.**

1. Except as otherwise provided in this Tenth Supplemental Trust Indenture, all terms which are defined in the Trust Indenture shall have the same meanings, respectively, in this Tenth Supplemental Trust Indenture as such terms are given in the Trust Indenture.

2. The following terms shall have the following meanings in this Tenth Supplemental Trust Indenture:

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Purchaser” shall mean The Bergen County Improvement Authority.

“Purchaser Bonds” shall mean the bonds of The Bergen County Improvement Authority issued pursuant to the 2016 Governmental Loan Refunding Revenue Bond Resolution adopted on \_\_\_\_\_, 2016.

“Refunded Bonds” shall mean the Authority’s outstanding callable Utility System Revenue Bonds, Series 2009 A, maturing on July 15 in each of the years 2020 through 2024, inclusive, in the aggregate principal amount of \$3,275,000.

“Tax Certificate” shall mean the Tax Certificate as to Arbitrage and the Instructions as to Compliance with the Provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended, executed by an Authority Officer on the date of initial issuance and delivery of the 2016A Bonds, as such Tax Certificate may be amended from time to time.

“Tenth Supplemental Trust Indenture” shall mean this Tenth Supplemental Trust Indenture.

“2016A Bonds” shall mean the Series of Bonds of the Authority authorized to be issued pursuant to Article II of this Tenth Supplemental Trust Indenture.

“2016A Costs of Issuance Account” shall mean the account established and created with the Trustee pursuant to Section 206 hereof.

“2016A Escrow Account” shall mean the account established and created with the Trustee pursuant to Section 206 hereof.

**103. Authority for this Tenth Supplemental Indenture.** This Tenth Supplemental Indenture is entered into pursuant to the Act and Sections 202, 205 and 801 of the Initial Trust Indenture.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE 2016A BONDS

#### 201. Authorization, Principal Amount, Designation, Series and Purposes.

1. Pursuant to the provisions of the Trust Indenture, a series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in an aggregate principal amount not exceeding \$4,000,000. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Utility System Revenue Refunding Bonds, 2016 Series A." The 2016A Bonds shall be issued and sold as a single Series of Bonds pursuant to the provisions of the Trust Indenture.

2. The 2016A Bonds shall be issued for the purposes of (i) refunding the Refunded Bonds, (ii) funding the Bond Reserve Requirement, if any, and (iii) paying a portion of the costs of the authorization, issuance, sale and delivery of the 2016A Bonds.

**202. Principal Amount, Date, Maturities and Interest Rates for the 2016A Bonds.** The 2016A Bonds shall be issued in an aggregate principal amount not exceeding \$4,000,000, and shall be dated October \_\_, 2016 and shall mature on the dates and in the principal amounts and shall bear interest from their dated date, payable on July 15 and January 15 of each year, commencing January 15, 2017, at the rates per annum, shown below:

<u>July 15</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>	<u>July 15</u>	<u>Amount Maturing</u>	<u>Interest Rate</u>
2017			2021		
2018			2022		
2019			2023		
2020			2024		

**203. Manner and Place of Payment.** The principal of the 2016A Bonds shall be payable at the principal corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey, as Trustee and Paying Agent, on the respective maturity dates of the 2016A Bonds. Interest on the 2016A Bonds shall be payable by check or draft mailed by the Trustee, as Paying Agent, to the registered owner thereof as of the first day of the calendar month next preceding such interest payment date at the address of such holder appearing on the registration books of the Authority maintained by the Trustee.

**204. Denominations, Numbering and Lettering.** The 2016A Bonds shall be issued in fully registered form and registered in the name of the Purchaser. The 2016A Bonds shall be issued in the form of one certificate in the denomination of the aggregate principal amount of the 2016A Bonds maturing in each year. The 2016A Bonds shall be issued in substantially the form

set forth in Section 208 hereof. Unless the Authority shall otherwise direct, the 2016A Bonds shall be numbered from one (1) upward preceded by the letter "R" prefixed to the number.

**205. Redemption.** The 2016A Bonds shall not be subject to redemption prior to their respective maturity dates.

**206. Establishment of Accounts, Application of Proceeds of 2016A Bonds and Other Moneys.**

1. The Authority hereby establishes and creates the following Accounts to be held by the Trustee: (i) the 2016A Escrow Account, which shall be a subaccount within the Bond Service Account, and (ii) the 2016A Costs of Issuance Account, which shall be a subaccount within the Construction Account.

2. The proceeds of sale of the 2016A Bonds in the amount of \$\_\_\_\_\_ (which amount consists of \$\_\_\_\_\_ par amount of the 2016A Bonds, plus premium in the amount of \$\_\_\_\_\_, plus accrued interest in the amount of \$0.00, less Purchaser's cost of issuance (excluding underwriter's discount) in the amount of \$\_\_\_\_\_) shall be applied simultaneously with the initial issuance and delivery of the 2016A Bonds, as follows:

(i) \$\_\_\_ of the proceeds of the sale of the 2016A Bonds, together with \$\_\_\_ in the Bond Service Account allocable to the Debt Service on the Refunded Bonds and \$\_\_\_ in the Bond Reserve Account allocable to the Refunded Bonds, shall be deposited in the 2016A Escrow Account. Amounts in the 2016A Project Account may be invested as provided in Article VI of the Trust Indenture;

(ii) \$\_\_\_ of the proceeds of the sale of the 2016A Bonds shall be deposited in the Bond Service Account in order to pay interest accrued on the 2016A Bonds from October \_\_, 2016 to the date of initial issuance and delivery of the 2016A Bonds;

(iii) the balance of the proceeds of the sale of 2016A Bonds in the amount of \$\_\_\_ shall be deposited into the 2016A Costs of Issuance Account for the payment of the remaining costs of the authorization, issuance, sale and delivery of the 2016A Bonds. Amounts on deposit in the 2016A Costs of Issuance Account shall be disbursed to pay the costs of the authorization, issuance, sale and delivery of the 2016A Bonds. Amounts in the 2016A Costs of Issuance Account may be invested as provided in Article VI of the Trust Indenture. Upon delivery to the Trustee of an Officer's Certificate certifying that all costs of the authorization, issuance, sale and delivery of the 2016A Bonds have been paid, any amounts remaining in the 2016A Costs of Issuance Account shall be withdrawn therefrom and deposited in the Bond Service Account. The Trustee is hereby authorized and directed to make each disbursement from the 2016A Costs of Issuance Account required hereby and to issue its checks therefor.

**207. Covenants With Respect to Tax Matters.** In addition to the covenants contained in Article VII of the Initial Trust Indenture, the Authority hereby covenants and agrees with the Trustee and the Holders of the 2016A Bonds and Purchaser Bonds as follows:

(i) The Authority shall cause to maintain the exclusion of interest on the Purchaser Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, and in furtherance of such covenant, the Authority shall comply with the provisions of the Tax Certificate;

(ii) The Authority shall not take or permit any action or fail to take any action, which would cause the Purchaser Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; or which would cause the Purchaser Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code; nor shall any part of the proceeds of the 2016A Bonds or any other funds of the Authority be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Purchaser Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code;

(iii) the Authority shall make any and all payments required be made to the United States Department of the Treasury in connection with the Purchaser Bond pursuant to Section 148 (f) of the Code from amounts on deposit in the Accounts established under the Trust Indenture and available therefor; and

(iv) Notwithstanding any other provisions of the Trust Indenture to the contrary, so long as necessary in order to maintain the exclusion of interest on the Purchaser Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, the covenants contained in this Section 207 shall survive the payment of the Purchaser Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 1201 of the Initial Trust Indenture.

**208. Form of 2016A Bonds and Trustee’s Certificate of Authentication.** Subject to the provisions of the Trust Indenture, the 2016A Bonds and the Trustee’s Certificate of Authentication thereon shall be in substantially the following form with such variations, omissions and insertions as are required or permitted by the Trust Indenture:

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF BERGEN  
NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

UTILITY SYSTEM REVENUE REFUNDING BOND, 2016 SERIES A

No. R-1

Interest Rate	Maturity Date	Dated Date
As shown on Schedule A	As shown on Schedule A	October __, 2016

\$ \_\_\_\_\_

Registered Owner: THE BERGEN COUNTY IMPROVEMENT AUTHORITY

Principal Sum: \_\_\_\_\_ DOLLARS

THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "Authority"), a public body corporate and politic of the State of New Jersey, acknowledges itself indebted to, and for value received hereby promises to pay to, the registered owner stated hereon or registered assigns, on the maturity date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey (such bank and any successors thereto being herein called the "Paying Agent"), the principal sum stated hereon in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay on January 15 and July 15 in each year, commencing January 15, 2017, until the Authority's obligation with respect to the payment of such principal sum shall be discharged to the registered owner hereof, interest on such principal sum at the interest rate per annum stated hereon from the dated date hereof by check or draft of the Trustee hereinafter mentioned mailed to the registered owner hereof who shall appear as of the first day of the calendar month next preceding such interest payment date on the registration books of the Authority maintained by the Trustee, as Bond Registrar. Capitalized terms used in this bond which are not otherwise defined herein shall have the meaning given to such terms in the Trust Indenture (as hereinafter defined).

This bond is a special and limited obligation of the Authority and is one of a duly authorized issue of bonds of the Authority designated as its "Utility System Revenue Refunding Bonds, 2016 Series A" (the "2016 Bonds") issued under and pursuant to the Municipal and County Utilities Authorities Law, P.L. 1957, C.183 (N.J.S.A. 40:14B-1 et seq., as amended and supplemented) (the "Act"), a resolution of the Authority adopted on September 20, 2016, (the "2016 Bond Resolution") and a Trust Indenture by and between the Authority and Fidelity Union Bank/First National State (predecessor to First Fidelity Bank, National Association, New Jersey, predecessor to First Union National Bank, predecessor to Wachovia Bank, National Association,

predecessor to U.S. Bank National Association, predecessor to The Bank of New York Mellon), as Trustee (the "Trustee"), dated of June 1, 1984 (the "General Trust Indenture"), as amended and supplemented, most recently by the Tenth Supplemental Indenture, dated as of October 1, 2016 (the General Trust Indenture, as so amended and supplemented hereinafter referred to as, the "Trust Indenture"). A portion of the proceeds of the 2016 Bonds will be applied to the payment of the principal and Redemption Price of, and interest on, the Authority's Utility System Revenue Bonds, Series 2009 A, maturing on July 15 in each of years 2020 through 2024, inclusive, in such manner as to cause all of remaining outstanding callable Series 2009 A Bonds to cease to be entitled to any lien, benefit or security under the Trust Indenture and causing the covenants, agreements and obligations of the Authority under the Trust Indenture to cease, terminate, become void and be discharged and satisfied with respect to the Series 2009 A Bonds.

Under the Trust Indenture, the Authority may hereafter issue additional series of bonds from time to time on a parity with, and secured and payable equally and ratably with, the 2016 Bonds and all other bonds then outstanding under the Trust Indenture. The 2016 Bonds and any other bonds heretofore or hereafter issued by the Authority under the Trust Indenture are hereinafter collectively referred to as the "Bonds."

The Bonds are equally and proportionately secured by (i) the Net Revenues of the Authority as defined in the Trust Indenture and (ii) all monies and securities in certain accounts held by the Trustee pursuant to the Trust Indenture. The Net Revenues of the Authority include payments received pursuant to service contracts between the Authority and the municipalities which are parties thereto less the Authority's Operating Expenses. The obligations of the municipalities under the service contracts or general obligations of such municipalities, and the municipalities have the power and are obligated to levy unlimited ad valorem taxes in an amount sufficient to provide for the payment of such obligations.

This bond is one of the duly authorized 2016 Bonds issued in the aggregate principal amount of \$ \_\_\_\_\_ under the Trust Indenture. Copies of the Trust Indenture are on file at the offices of the Authority and the Trustee, and reference to the Trust Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds with respect thereto and the terms and conditions upon which the Bonds are issued thereunder.

The 2016 Bonds are issued in the form of a registered bond. This bond is transferable, as provided in the Trust Indenture, only upon the books of the Authority kept for that purpose at the principal corporate office of the Trustee by the registered owner thereof in person, or by his duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds and in the same aggregate principal amounts and maturities, shall be issued to the transferee in exchange therefor as provided in the Trust Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner

hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes.

The 2016 Bonds are not subject to redemption prior to their respective maturity dates.

The Trust Indenture permits a discharge and satisfaction of the pledge of the Net Revenues and other moneys and securities pledged by the Trust Indenture upon delivery to the Trustee of moneys or direct obligations of the United States of America in an amount sufficient to provide moneys for the payment when due of the principal of and interest on the 2016 Bonds.

THIS BOND SHALL NOT IN ANY WAY BE A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE SPECIAL AND LIMITED OBLIGATION OF THE AUTHORITY) AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE STATE OF NEW JERSEY OR ANY SUCH POLITICAL SUBDIVISION OR BE OR CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY SUCH POLITICAL SUBDIVISION. THE ACT PROVIDES THAT NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE BONDS SHALL BE PERSONALLY LIABLE THEREON BY REASON OF THE ISSUANCE THEREOF. THE AUTHORITY HAS NO TAXING POWER.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the applicable laws of the State of New Jersey, including, particularly, the Act.

The Authority agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, including a Bergen County Improvement Authority ("BCIA") annual Administrative Fee as set forth in the bond resolution of the BCIA adopted on \_\_\_\_\_, 2016 (ii) its share of the amounts payable pursuant to Section 9(vi) of the Bond Purchase Agreement between the Authority and the BCIA and (ii) all direct and indirect costs of the County pursuant to Section 6 of the County Guaranty Agreement.

This 2016 Bond shall not be entitled to any benefit under the Trust Indenture or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and Treasurer, and its corporate seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary, all as of the Dated Date hereof.

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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

[Seal]

Attest:

\_\_\_\_\_  
Secretary

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

**[FORM OF CERTIFICATE OF AUTHENTICATION  
ON ALL 2016A BONDS]**

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Trust Indenture and is one of the Utility System Revenue Refunding Bonds, 2016 Series A, of Northwest Bergen County Utilities Authority.

Date of Authentication

THE BANK OF NEW YORK MELLON,  
as Trustee

October \_\_, 2016

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

\_\_\_\_\_  
Authorized Signature

**[TO BE PRINTED ON REVERSE SIDE OF ALL 2016 BONDS]**

**ASSIGNMENT AND TRANSFER**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(Please print or typewrite name and addresses of transferee)

---

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney to transfer the within bond on the books kept for  
registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
  
NOTICE. The signature of this assignment must correspond with the name as written upon the face of the bond in every particular, without alteration or enlargement or any change whatsoever.

### **ARTICLE III**

#### **TRUST INDENTURE TO REMAIN IN EFFECT; EFFECTIVE DATE**

**301. Trust Indenture to Remain in Effect.** Except as supplemented and amended by this Tenth Supplemental Trust Indenture, the Trust Indenture shall remain in full force and effect.

**302. Effective Date.** This Tenth Supplemental Trust Indenture shall become effective immediately upon its execution and filing with the Trustee.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Tenth Supplemental Trust Indenture to be executed by their respective duly authorized officers and have caused their respective corporate seals to be hereunto affixed and attested, all as of the day and year first written above.

[SEAL]

Attest:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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

By: \_\_\_\_\_  
Brian Chewcaskie  
Chairman

Attest:

THE BANK OF NEW YORK MELLON,  
as Trustee

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

By: \_\_\_\_\_  
Vice President

### **CERTIFICATE**

I, Alison Gordon, Secretary of the Northwest Bergen County Utilities Authority (the "Authority"), DO HEREBY CERTIFY that attached hereto is a true and complete copy of the Tenth Supplemental Trust Indenture (the "Tenth Supplemental Trust Indenture"), dated as of October 1, 2016, by and between the Authority and The Bank of New York Mellon, as trustee, which Tenth Supplemental Trust Indenture has not been altered, amended, supplemented or repealed and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Authority this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Secretary

[SEAL]

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. CS-SEPT-2016**

**Date: September 20, 2016**

---

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT  
TO THE OPEN PUBLIC MEETINGS ACT**

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-6 to 10:4-21, requires that meetings of public bodies shall be open to the public at all times, except that the public body may exclude the public only from that portion of a meeting at which the public body discusses matters set forth in N.J.S.A. 10:4-12b; and

**WHEREAS**, the Northwest Bergen County Utilities Authority ("Authority") Board of Commissioners intends to hold a closed meeting on the following subject matters which are authorized by N.J.S.A. 10:4-12b:

- 1) Pending Litigation, Privileged Attorney-Client Communication  
Regarding Contractual Dispute.

**NOW, THEREFORE, BE IT RESOLVED** by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority's Governing Body shall meet in closed session on September 20, 2016, to discuss the above-referenced matters.
3. The minutes, or parts thereof, of the closed session discussion may be disclosed to the public upon the determination by the Board of Commissioners that the public interest will no longer be served by such confidentiality.
4. This Resolution shall be effective immediately.

**ADOPTED:** September 20, 2016

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. CS-SEPT-2016**

**Date: September 20, 2016**

---

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN  
COUNTY UTILITIES AUTHORITY TO ENTER CLOSED SESSION PURSUANT  
TO THE OPEN PUBLIC MEETINGS ACT**

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 September 20, 2016.

  
**ALISON GORDON**  
**SECRETARY**

  
**BRIAN CHEWCASKIE**  
**CHAIRMAN**

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered				✓					
Seconded					✓				
Aye	✓			✓	✓		✓	✓	✓
Nay									
Absent		✓	✓			✓			
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 67-2016**

**Date: September 20, 2016**

---

**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 July and August 2016 and Health Benefits and Dental Benefits transfers for August 2016; 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 August 15, 2016 and September 20, 2016 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account - JULY  
Net Payroll: \$207,082.65

ACCOUNT: Tax Deposit Account – JULY  
Total: \$98,606.48

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 67-2016**

**Date: September 20, 2016**

---

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

ACCOUNT: Health Benefits Contribution Employer – AUGUST  
Total Transfer: \$108,137.24

ACCOUNT: Health Benefits Contribution Employee – AUGUST  
Total: \$13,369.17

ACCOUNT: Dental Benefits – AUGUST  
Total Transfer: \$4,056.73

ACCOUNT: PERS and Contributory Insurance – JULY  
Total Transfer: \$30,477.97

ACCOUNT: Operating Account – JULY  
Total: \$464,702.59

ACCOUNT: General Improvement Account – JULY  
Total: \$97,552.34

ACCOUNT: 2014 WWT Project Account – JULY  
Total: \$1,039.97

ACCOUNT: 2015 WWT Project Account – JULY  
Total: \$68,953.37

ACCOUNT: Payroll Account – AUGUST  
Net Payroll: \$300,675.42

ACCOUNT: Tax Deposit Account – AUGUST  
Total: \$139,032.97

ACCOUNT: PERS and Contributory Insurance – AUGUST  
Total Transfer: \$32,358.02

ACCOUNT: Operating Account – AUGUST  
Total: \$263,521.32

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 67-2016

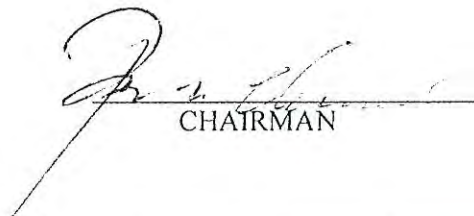
Date: September 20, 2016

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

ACCOUNT: General Improvement Account – AUGUST  
Total: \$18,038.38

ACCOUNT: 2015 WWT Project Account – AUGUST  
Total: \$137,613.60

  
SECRETARY

  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered							✓		
Seconded					✓				
Aye	✓			✓	✓		✓	✓	✓
Nay									
Absent		✓	✓			✓			
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

---

**RESOLUTION**

**No. 68-2016**

**Date: September 20, 2016**

---

**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 that the Personnel Policies and Procedures Manual attached hereto is hereby adopted.

**BE IT FURTHER RESOLVED** that 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.

**BE IT FURTHER RESOLVED** that 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

## RESOLUTION

No. 68-2016

Date: September 20, 2016

### RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES

**BE IT FURTHER RESOLVED** that to the maximum extent permitted by law, employment practices for the Authority shall operate under the legal doctrine known as "employment at will."

**BE IT FURTHER RESOLVED** that 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 **September 20, 2016**.

  
SECRETARY

  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered							✓		
Seconded					✓				
Aye	✓			✓	✓		✓	✓	✓
Nay									
Absent		✓	✓			✓			
Abstain									
Recuse									



**NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY**

# **POLICIES AND PROCEDURES MANUAL**

**Municipal Excess Liability  
Joint Insurance Fund  
September 2016**

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## **GENERAL PERSONNEL POLICY:\***

It is the policy of the Authority 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, (elected or) appointed officials 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, except the Authority shall comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.**

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

### **Anti-Discrimination Policy:\***

The Northwest Bergen County Utility Authority (NBCUA) 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 shall engage in an interactive dialogue with disabled/pregnant employees and prospective disabled/pregnant employees to identify reasonable accommodations or their respective physician. All decisions with regard to reasonable accommodation shall be made by the Executive Director. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. 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 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.

The Authority has appointed a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative.

### **Transitional Duty (Light Duty) Policy:**

The Authority will endeavor to bring employees with work-related temporary disabilities back on the job as soon as possible and may 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 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 return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the 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 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. (Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason.) If at the end of transitional duty period the employee is not able to return to work 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 or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. The Authority has adopted a Drug 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.

### **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 the 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:**

A grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure of the Authority. The Authority believes that all employees should have the right to due process in the resolution of any complaint arising out of discipline received by an employee.

This appeal policy/grievance procedure shall apply to all employees who are not covered by a Collective Bargaining Agreement. All employees covered by the Agreement shall be governed by their contractual grievance procedure.

A grievance is a complaint by any employee that he or she has been arbitrarily, capriciously or discriminatorily treated by any supervisor or denied a benefit set forth in this Manual.

Employees are encouraged to raise their grievances promptly so that matters can be investigated and settled without undue delay. In no event will a routine grievance be processed beyond thirty (30) days of its occurrence.

An employee may gain consideration of his grievance by taking the following action:

**Step 1.**

The grievance shall be discussed verbally between the employee, and his or her immediate Supervisor.

**Step 2.**

If the matter is not satisfactorily settled at Step 1, it shall be reduced to writing and presented to the Superintendent.

**Step 3.**

If the matter is not satisfactorily settled at Step 2, it shall be presented to the Executive Director of the Authority, or his designee.

**Step 4.**

If the matter is not satisfactorily settled at Step 3, a meeting is to be arranged by the Executive Director with the Personnel Committee for discussion of the written grievance.

**Step 5.**

If the matter is not satisfactorily resolved at Step 4, the employee may request to meet with the Commissioners to present and explain the grievance.

**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 Group
- s. violation of the drug and alcohol policy
- t. violation of the driver's license policy

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.

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. An employee who intends to resign must notify his/her supervisor in writing at least ten working days in advance. 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 Policy:\***

The Authority may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees will be determined by the Executive Director.

All lay-offs 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 satisfaction of the Executive Director or his/her designee without additional supervision or training.

In the event of a recall, the laid off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given 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 tender of the notice, the employee must notify the Executive Director or his/her designee by telephone, telegram 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 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.

### **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. S 2721 et seq.)

## **SECTION TWO - Workplace Policies:**

### **Job Description Policy:\***

A job description including qualifications shall be maintained for each position (pursuant to New Jersey Department of Personnel guidelines if the position is subject to Civil Service.) 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. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. 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. 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.

## **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 (NJSA 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. Only authorized personnel may post, remove, or alter any notice.

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

### **Paid Holiday Policy:**

The following twelve (12) holidays and two (2) half-holidays shall apply to all plant personnel:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' s Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Day

#### Half Holidays (4 Hours Plant Personnel – 3 ½ Hours Administrative Staff)

1. Christmas Eve
2. 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.

Hourly personnel working on a listed holiday shall be paid for the day in money and paid at the rate of time and one-half (1-1/2) the normal hourly 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's notice will suffice. If the employee does not produce such evidence, the Authority has the right not to pay the employee for the holiday or to take appropriate disciplinary action.

### **Vacation Leave Policy:**

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 year of employment	Two (2) weeks of pay.
After five years of employment	Three (3) weeks of pay.
After eleven years of employment	Three (3) weeks and one (1) day of pay.

After twelve years of employment	Three (3) weeks and two (2) days of pay.
After thirteen years of employment	Three (3) weeks and three (3) days of pay
After fourteen years of employment	Three (3) weeks and four (4) days of pay.
After fifteen years of employment	Four (4) weeks of pay.

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

Vacation time may not be accumulated and must be used within the anniversary year; however, a one week carry over of vacation time from one calendar year to the next, not to exceed four vacation weeks in any one anniversary year, may be arranged provided it does not interfere with the plant work schedule.

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 week period immediately preceding 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.

### **Personal Leave Policy:**

Each employee will be permitted two (2) paid personal business days in any one calendar year under the conditions stated in Section 2 below. 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 for both 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 calendar year for personal business 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.

### **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 year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. The Group may request that payments be continued beyond the maximum one 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).

The Authority's rights under this Article will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

Sick days, as well as holidays and personal days, shall count as time worked for purposes of overtime calculation.

### ***Accumulated Sick Leave***

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 has no absences due to illness during the calendar year will be paid one full day's pay in his first 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.

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

## **Authorized Time Off**

Authorized time off with full or partial pay shall include the following:

### **Bereavement Leave Policy:**

If there is a death in the employee's immediate family, the employee will be excused from work up to three (3) days without loss of pay. 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, civil union partner, children, stepchild, grandchildren, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister, brother and the maternal and/or paternal grandparents of the employee and his or her spouse.

An employee shall be entitled to three days bereavement leave in addition to any other regular time-off from work scheduled at the time when a death in the employee's immediate family occurs.

### **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.

### **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.

To allow sufficient time for the Authority to schedule a replacement, jury notices and 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 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.

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. In no event will an employee, while on duty, be excused to respond to routine calls outside of Waldwick, and the employee will not be excused if, in the discretion of the Executive Director, he/she is needed at the Authority.

### **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 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 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 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.) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.) 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.

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:**

### **Payroll Policy:**

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

All employees, plant and office, are paid every second Friday for a fourteen (14) day pay period ending the Saturday prior to the Friday 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.

#### **Payroll Deductions**

Your pay is subject to mandatory payroll deductions as follows:

- a) Federal and State Income Tax - Federal tax is withheld based on the employee's withholding instructions (W-4 form).
- b) Social Security (FICA) - A percentage rate of the employee's gross salary, up to a maximum amount regulated by the Federal Government is withheld and submitted to the Internal Revenue Service for credit into the employee's account.
- c) Unemployment Insurance - A deduction is made for payment into the State Unemployment Insurance Fund.
- d) Public Employees Retirement System (PERS) - A deduction is determined and is certified by the State at the time of enrollment.
- e) PERS - Contributory insurance (mandatory during the first year of enrollment).

In addition, authorized deductions may include:

- a) Deferred Compensation Plan
- b) Pension Loan
- c) Wage Garnishment

## **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 Pay**

For hourly employees overtime work shall be compensated at the rate of one and one-half 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.

In computing overtime compensation, only actual hours worked will be considered and the nearest one-half of an hour shall be the smallest fraction of an hour to be reported and paid.

Personnel, who are on salary and not entitled to overtime pay, may receive some compensatory time off. The amount of time off, if any, and scheduling shall be at the sole discretion of the Executive Director or Superintendent.

### **Overtime Compensation Policy:**

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.

Premiums for these programs shall be paid by the Authority unless such payment policies shall be revised by the State of New Jersey or by the Collective Bargaining Agreement.

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

Prescription eye glasses suitable for work that are lost or damaged in the course of work will be compensated for at a rate of 100% of reasonable replacement cost for the lenses and low cost frames. The employee will pay the difference for designer frames. Replacement may be limited to one incident annually, provided the prescription is prepared by a competent professional chosen by the employee and approved by the Authority.

### **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 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 suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Authority covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. 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 who is absent because of an injury arising out of his/her employment shall continue to receive his/her wages as long as the injured employee endorses 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 one year from the date of injury. The employee may request an extension beyond the one year period which may be granted in the sole discretion of the Authority.

### **Employee Assistance Policy:**

The Northwest Bergen County Utility Authority participated 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 Training Policy:**

Subject to sufficient funds in the budget and 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 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 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:** Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Authority requires applicants to pass a physical examination in order to insure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position. The Authority may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Authority at the expense of the Authority. All medical records of employees and prospective employees are confidential and are to be maintained by the Administrative Assistant separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.
- **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 (19) 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: (if any)**

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 concerning Personnel Matters:\***

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 3 months. 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 bypassed.

- **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.



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UTILITIES AUTHORITY**

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

Tel: 201.447.2660  
Fax: 201.447.0247  
www.nbcua.com

**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, Apt 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 párrafo 2, de la ley (N.J.S.A. 34:19-4).

Nombre:

Dirección:

Número de teléfono:

Eric Bernstein

34 Mountain Blvd, Ridge, NJ 07084

732-805-3360

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: \_\_\_\_\_



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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: 201-417-3000  
fax: 201-417-3147  
www.nwbpu.org

**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>								
New Jersey Driver's License			YES		NO		Are you in the U.S. on a visa that prohibits you from working? YES NO	
Driver's License No.			Years of Residence 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? YES NO		Are you available weekends? YES NO	
Holidays? YES NO		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)	
Please list any languages other than English which you speak, read or write			

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:
WORK EXPERIENCE <i>(List most recent employer first)</i>			
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? \_\_\_\_\_

### 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: \_\_\_\_\_

**AUTHORITY COUNSELING ACTION PLAN**

EMPLOYEE NAME \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ POSITION \_\_\_\_\_

I met with the above employee to discuss performance regarding the following problem(s):

This is a ☐ *verbal*, ☐ *written*, ☐ *final* meeting with this employee concerning this matter.

The reason for the counseling session:

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Employee's performance is not acceptable for the following reasons:

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**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: \_\_\_\_\_

[illegible]

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 70-2016**

**Date: September 20, 2016**

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**RESOLUTION AUTHORIZING THE NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY'S  
MANAGEMENT TO TAKE ACTION NECESSARY TO SECURE  
\$150,000 SECURITY INITIATIVE GRANT**

**WHEREAS**, the New Jersey Office of Homeland Security and Preparedness ("OHSP") has advised the Northwest Bergen County Utilities Authority ("Authority") that it has been selected to receive \$150,000 from the Urban Areas Security Initiative (UASI) Local Share Grant Program; and

**WHEREAS**, the Authority must take certain actions in order to receive the \$150,000 grant, including but not limited to signing a grant agreement and returning it to OHSP by October 14, 2016, and

**NOW, THEREFORE, BE IT RESOLVED** by the Authority's Board of Commissioners, as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Authority is authorized to return a signed FFY16 Grant Agreement and required attachments to the OHSP Grants Management Bureau.
3. The Authority's Executive Director and/or his designee is authorized to execute any such documents, and undertake such other tasks that are reasonably required to secure the \$150,000 grant from the UASI Local Share Grant Program.
4. This Resolution shall be effective immediately.

**ADOPTED:** September 20, 2016

[illegible]



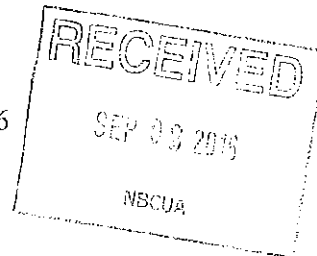
CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LT. GOVERNOR

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

CHRIS RODRIGUEZ  
DIRECTOR

September 1, 2016



Mr. Andrew J. Agugliaro  
Northwest Bergen Utilities Authority  
30 Wyckoff Avenue  
Waldwick, NJ 07463

RE: FFY16 Urban Areas Security Initiative (UASI-Local Share)  
(CFDA #97.067, Award #EMW-2016-SS-00052-S01)

Dear Mr. Agugliaro:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the Northwest Bergen Utilities Authority is awarded \$150,000.00 from the FFY16 UASI-Local Share Grant Program. The main purpose of this funding is to enhance your agency's and the UASI region's ability to build, maintain and sustain national preparedness capabilities for the below listed project which is outlined in the attached approved Project Proposal and Annex.

<u>Project Name</u>	<u>Amount</u>
Waste Water/Water Treatment Target Hardening	\$ 150,000.00
<b>TOTAL</b>	<b>\$ 150,000.00</b>

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- I.) Return of a signed FFY16 Grant Agreement and required attachments (A through F) by October 14, 2016, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.

- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Tracking System (GTS). Your grant GTS administrator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency to make program expenditures. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by October 14, 2016. It is extremely important to implement the activities in the approved Project Proposal(s) and Annex(es) in a timely manner to avoid reprogramming of any awarded funds.

**The FFY16 UASI grant program has a thirty-six (36) month period of performance (September 1, 2016, to August 31, 2019). On or about February 1, 2018, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by February 1, 2019. Final reimbursement packages are to be completed and forwarded to OHSP by July 31, 2019. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.**

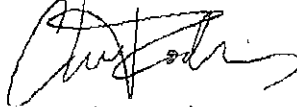
OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Project Proposal(s) and Annex(es). Once the revised Project Proposal and Annex have been reviewed and approved, spending authority for the documented changes will be granted. All programmatic changes must be approved by the UASI Sub-Committee Chair from where the project was funded and the UASI Executive Committee.

Mr. Andrew J. Agugliaro  
Page 3  
September 1, 2016

If you have any questions regarding this agreement, please contact Gary Furman, Grants Liaison, at 609 584-4837. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,



Chris Rodriguez, Director  
Office of Homeland Security and Preparedness

CR/DM:kw

Enclosures

cc: Daniel Morocco, Grants Management Bureau Chief, OHSP  
Robert Kilmurray, Grants Management Deputy Bureau Chief, OHSP  
Lisa Conte, UASI Grant Coordinator, OHSP  
Gary Furman, County Grant Liaison, OHSP  
Jared Maples, Administrator, OHSP  
Randall Richardson, Chief Fiscal Officer, OHSP  
William Stallone, Bergen County Risk Mitigation Planner  
William Ducca, NIPP Subcommittee Chair, Middlesex County  
James Sheehan, UASI OMRI  
Rachel Tkatch, UASI OMRI

# STATE OF NEW JERSEY FEDERAL GRANT AGREEMENT

## Office of Homeland Security and Preparedness and

### Northwest Bergen Utilities Authority (Subrecipient)

#### GENERAL

- I. Grant Agreement Data
- II. Compliance with Existing Laws
- III. Bonding and Insurance
- IV. Indemnification
- V. Assignability
- VI. Availability of Funds

#### PRE-AWARD REQUIREMENTS

- VII. Special Grant Conditions

#### POST-AWARD REQUIREMENTS

- VIII. Financial Management System
- IX. Method of Reimbursement
- X. Allowable Costs
- XI. Period of Performance
- XII. Matching and Cost Sharing
- XIII. Program Income
- XIV. Audit Requirements
- XV. Project Revisions and Modifications
- XVI. Property Management and Disposition Standards
- XVII. Procurement Standards
- XVIII. Monitoring of Program Performance
- XIX. Financial and Performance Reporting
- XX. Access to Records
- XXI. Record Retention
- XXII. Remedies for Non-compliance
- XXIII. Termination and Suspension

#### POST-AWARD REQUIREMENTS

- XXIV. Grant Closeout Procedures

#### ATTACHMENTS

- A. Non-Supplanting Certification Form
- B. Standard Assurances

- C. Special Conditions
- D. Certification Regarding Lobbying
- E. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- F. Grant Program Directorate Information Bulletin No. 407 -- Use of Grant funds for Controlled Equipment.

**STATE OF NEW JERSEY**  
**NEW JERSEY OFFICE OF HOMELAND SECURITY AND**  
**PREPAREDNESS FEDERAL GRANT AGREEMENT**  
**(Award No. EMW-2016-SS-00052-S01, CFDA No. 97.067)**

**I. Grant Agreement Data.**

This agreement is between the **Northwest Bergen Utilities Authority** (hereinafter "Subrecipient") and the **New Jersey Office of Homeland Security and Preparedness (OHSP)** (hereinafter the "SAA" or "State Administrative Agency"). The agreement is undertaken pursuant to the authority of the SAA under Executive Order No. 5 (Corzine 3/16/06) to pass through federal preparedness assistance awarded to New Jersey by the Department of Homeland Security (hereinafter "DHS"). The Subrecipient is being awarded **\$150,000.00 of FY16 Urban Areas Security Initiative (UASI-Local Share), (Performance Period: September 1, 2016 to August 31, 2019)**, to implement the projects within their approved Project Proposal(s) and Annex(es).

**II. Compliance with Existing Laws.**

A. The Subrecipient, in order to permit the SAA to award this grant, agrees to comply with all federal, state and municipal laws, rules, regulations and requirements generally applicable to the activities in which the Subrecipient is engaged in during the performance of this grant.

B. These laws, rules, regulations and requirements include, but are not limited to the following.

1. New Jersey Department of the Treasury, Office of Management and Budget documents.
  - a. Circular Letters 15-08-OMB, Single Audit Policy for Recipients of federal, state and State Aid Grants: [http://www.nj.gov/infobank/circular/cir1508\\_omb.pdf](http://www.nj.gov/infobank/circular/cir1508_omb.pdf)
  - b. State Grant Compliance Supplement:  
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>
2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards, 2 C.F.R. Part 200, as amended: <http://www.ecfr.gov/cgi-bin/ECFR?SID=43cf8a09ff442492cb27ac75058039fd&mc=true&page=faq#quest11> <http://www.ecfr.gov/cgi-bin/ECFR?SID=43cf8a09ff442492cb27ac75058039fd&mc=true&page=faq#quest11>
3. State Affirmative Action Legal Citations:

The Subrecipient agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et al, and P.L. 1975, C127 and all implementing regulations.

4. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years, and a fine of up to \$500,000, under N.J.S.A. 2C:30-8.

C. The Subrecipient is in compliance with all federal NIMS compliance requirements, to include NIMSCAST reporting requirements, Homeland Security Presidential Directive No. 5: [www.fas.org/IRP/offdocs/NSPD/HSPD-5.html](http://www.fas.org/IRP/offdocs/NSPD/HSPD-5.html) and NIMS objectives: [http://www.fema.gov/pdf/emergency/nims/FY2009\\_NIMS\\_Implementation\\_Chart.pdf](http://www.fema.gov/pdf/emergency/nims/FY2009_NIMS_Implementation_Chart.pdf) The Resource Typing Library Tool is available through: <https://rtlt.ptaccenter.org/Public>.

D. Failure to comply with the laws, rules and regulations shall be grounds to terminate this grant.

### **III. Bonding and Insurance.**

Bonding and insurance shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

### **IV. Indemnification.**

The Subrecipient shall be solely responsible for and shall keep, save and hold the State of New Jersey harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

### **V. Assignability.**

The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred, except as may be provided for in this grant or with the express written approval of OHSP.

### **VI. Availability of Funds.**

The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement is expressly dependent upon the availability to OHSP of funds appropriated by the State Legislature from the state and/or federal revenue or such other funding sources as

may be applicable. A failure of OHSP to make any payments under the Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not, in any manner, constitute a breach of the Grant Agreement by OHSP or an event of default under the Grant Agreement and OHSP shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from OHSP beyond the duration of the award period set forth in the Grant Agreement, and in no event shall the Grant Agreement be construed as a commitment by OHSP to expend funds beyond the termination date set in the Grant Agreement.

## **VII. Special Grant Conditions.**

- A. Subrecipient may be considered “high risk” if OHSP determines that a Subrecipient meets any of the following criteria contained within 2 C.F.R. Part 200, as amended, Sections 200.205 through 200.207.
- B. The Subrecipient agrees to maintain, at its own expense, all equipment originally purchased with grant funds. Equipment may also be maintained with use of IISGP funding, if permitted.
- C. The Subrecipient will identify a project manager and/or a Point of Contact (POC) to ensure all tasks, services and products, quality of deliverables and timeliness of all services are satisfied within the contract requirements and reviewing all contract packing slips and billing invoices assuring that the contractor is paid only for services rendered and goods delivered to the projects.
- D. The Subrecipient will absorb costs beyond funding awarded and/or adding of projects not included in the approved Project Proposal.
- E. The Subrecipient will ensure sustainability by assuming all responsibility of operating, maintaining and incurring future costs associated with the equipment and services purchased.
- F. For federal grants, the Subrecipient agrees to sign the attached Non-Supplanting Certification Form (Attachment A); agrees to comply with the attached federal Standard Assurances (Attachment B) and Special Conditions (Attachment C); to sign the attached Certification Regarding Lobbying (Attachment D), Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment E) and Grant Program Directorate Information Bulletin No. 407 – Use of Grant funds for Controlled Equipment (Attachment F).
- G. Furthermore, the following projects require special conditions when funded:
  - o CBRNE/HazMat Projects (Attachment G)
  - o Interoperability Projects (Attachment H)
  - o Automated License Plate Readers/Certification Form (Attachment I)
  - o Specialized Vehicles (Attachment J)
  - o Information Technology Projects (Attachment K)
  - o AG’s Protocol for Processing and Issuing I.D. Cards (Attachment L)
  - o Exercise Salary Reimbursements (Attachment M)
  - o Extension Request Form (Attachment N)

When applicable, the Subrecipient shall comply with the special conditions required for each of the above of which are available on the OHSP website: <http://www.njhomelandsecurity.gov/grants-docs.html>.

- H. Environmental and Historic Preservation (EHP) Compliance: EHP requires that any federally funded grant activity be reviewed for the potential to have an adverse impact on communities, public health or the environment within the place of performance of the project. In order to fulfill its requirements, DHS mandates awardees and/or responsible jurisdiction Subrecipients to complete and submit an EHP Compliance Checklist indicating any environmental effects. The EHP Checklist is available at <http://www.njhomelandsecurity.gov/grants-docs.html>.
- I. All allocations and use of funds under this grant must be in accordance with any applicable Program Guidelines and Application Kit as well as the special conditions and terms provided by DHS.

#### **VIII. Financial Management System.**

The Subrecipient shall be responsible for maintaining a financial management system and will immediately notify OHSP when the Subrecipient cannot comply with the requirements established in this section of the grant. The Subrecipient's financial management system shall include all requirements set forth in 2 C.F.R. 200, as amended, Sections 200.302 and 200.303.

#### **IX. Method of Reimbursement.**

- A. Reimbursements made to the Subrecipient shall be in the form of electronic transfer by OHSP, upon receipt by OHSP of a properly executed payment voucher/purchase order, approved invoice and proof of payment, which will be properly uploaded within the OHSP administered Grant Tracking System (hereinafter GTS). Reimbursement requests must be submitted to OHSP with a properly completed Request for Reimbursement form, to include the signature of the agency's treasurer or fiscal officer. Subrecipient reimbursement requests must be submitted to OHSP on a quarterly calendar basis for costs incurred during the quarter for approved goods/services and/or for any approved salary/fringe benefit costs. Quarterly reimbursement requests must be submitted to OHSP within ten (10) business days after the close of each quarter. The OHSP may not take any action on or process any reimbursement request that is more than twelve (12) months past the documented date the Subrecipient paid their vendor for the good or service for which the Subrecipient is seeking reimbursement. If a Subrecipient is not registered to receive electronic fund transfers from New Jersey, they must contact the OHSP Chief Financial Officer.

NOTE: Article 18, Section A above pertains to agencies seeking reimbursement. In accordance with OMB CL 05-02, state agencies are not reimbursed.

- B. Equipment purchased with HSGP funding that meets the requirements for entry into the State's Resource Directory Data Base (RDDDB) must be properly entered once deployed and made operational. The RDDDB is maintained by the New Jersey Division of State Police Recovery Bureau, Public Assistance/Support Services Unit, (609) 963-6996. A copy of the RDDDB entry will be included with each request for reimbursement when applicable.

- C. Salary/Fringe reimbursement will only be processed after OHSP has received and approved the required periodic time and activity "Certification Form" available on the OHSP website (<http://www.njhomelandsecurity.gov/grants-docs.html>).

**X. Allowable Costs.**

- A. The Subrecipient acknowledges and agrees that expenditures by the Subrecipient shall be solely for the purposes of implementing the projects set forth in the Subrecipient's approved Project Proposal(s) and Annex(es).
- B. Grant funds must be used for allowable costs consistent with the provision of state and federal cost principles.

**XI. Period of Performance.**

Each Homeland Security Grant Program has a period of performance established by the granting authority. The period of performance sets the starting date and the closing date in which grant funds may be expended.

**XII. Matching and Cost Sharing.**

The Subrecipient shall be required to account to the satisfaction of OHSP matching and cost sharing requirements (if applicable) of the grant in accordance with state and/or federal requirements.

**XIII. Program Income.**

Program income shall be defined as gross income earned by the Subrecipient from federal grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights as defined within 2 C.F.R 200, as amended, Section 200.307.

**XIV. Audit Requirements.**

This grant is conveyed by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

**XV. Project Revisions and Modifications.**

Project revisions and modifications must be requested by the Subrecipient and approved by OHSP in writing. A revised Project Proposal(s) and Annex(es) will be required.

**XVI. Property Management and Disposition Standards.**

- A. Executive level state agencies are required to comply with state OMB CL#11-18 (<http://www.state.nj.us/infobank/circular/cir1118b.pdf>) and OMB CL#11-19 (<http://www.state.nj.us/infobank/circular/cir1119b.pdf>) and OMB State Fiscal Year End Guidelines for

reporting of Capital and Fixed Assets. Non-executive state departments (i.e. colleges and universities, New Jersey Transit agencies, Port Authority agencies, local units of government, nonprofit organizations, etc.) must adhere to and follow their respective inventory and fixed inventory policies and procedures. Nonprofit organization requirements/standards are more specifically set forth in Paragraph C below.

B. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

C. Inventory Requirements (Including Nonprofits, Counties, Municipalities, Corporations, etc.).

1. The Subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include the following per 2 C.F.R. 200, as amended, Section 200.313(d).
  - a. A description of the equipment.
  - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number.
  - c. Source of the equipment, including the award number.
  - d. Title holder.
  - e. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost.
  - f. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government).
  - g. Location and condition of the equipment and the date the information was reported.
  - h. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Subrecipient compensates the federal awarding agency for its share.
2. Equipment owned by the federal government shall be identified to indicate federal ownership.
3. A physical inventory of property must be taken and the results reconciled with the equipment records at least once every two years.

D. Disposition of Property.

When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be in accordance with 2 C.F.R. 200, as amended, Section 200.313(e).

**XVII. Procurement Standards.**

- A. Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements.
- B. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to OHSP, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
- C. Subrecipients who receive funding from a Homeland Security Grant Program shall ensure that all vendors they intend to do business with are not listed as an Excluded Entity on the federal System for Award Management (SAM) or a debarred agency on New Jersey's Consolidated Debarment Report. All Subrecipients will conduct a check with the federal website <http://www.SAM.gov/portal/public/SAM/> and the state website <http://www.state.nj.us/treasury/debarred/>. Subrecipients shall make a copy of the search results and retain with the other procurement documents that will be subject to audit at a later time.
- D. All Subrecipients must enter relevant purchasing documentation into the GTS. Purchasing documentation shall include, but is not limited to, a Subrecipient's purchase order, vendor's invoice and Subrecipient's proof of payment or a printout of a New Jersey Comprehensive Financial System (NJCFS) Open Payment Voucher Line Table report.

**XVIII. Monitoring of Program Performance.**

- A. Subrecipient monitoring must cover each program, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished and other performance goals are being achieved as contained within 2 C.F.R 200, as amended, Section 200.328.
- B. Based on a review of a Subrecipient's programmatic/financial performance, OHSP reserves the right to partially reduce and/or rescind a Subrecipient's project funding. Examples include, but are not limited to, failure to meet the 50% and 100% legal encumbrance dates; failure to submit reimbursement requests within the prescribed date; and failure to account for funding in GTS.
- C. OHSP will, upon reasonable notice, conduct monitoring reviews for any of the following purposes.
  - 1. To review program accomplishments and progress.

2. To provide such technical assistance as may be required, to include debarment searches and competitive bidding requirements.
3. To perform fiscal reviews to ensure grant funds are being properly expended in a timely manner in accordance with Paragraph B above.
4. To make recommendations for best practices and/or corrective action(s).

**XIX. Financial and Performance Reporting.**

- A. The Subrecipient may be required to provide Biannual Strategy Implementation Reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives outlined in the state and urban areas homeland security strategies.
- B. The Subrecipient shall utilize OHSP's GTS in addition to the Subrecipient's financial management accounting system.
  1. The GTS is a web-based application developed to assist with the grant management process.
  2. The Subrecipient agrees to maintain on its staff at least one person experienced in the proper input of data into the GTS system. Training is available through OHSP and will be provided by the OHSP GTS Administrator.
  3. Any unapproved item(s) will not be reimbursed.
  4. The Subrecipient shall maintain GTS with the most current planning, procurement and expenditure information.
  5. Any request by a third party for a GTS report printout shall be handled in accordance with the following procedure.
    - a. The GTS is operated by the NJ OHSP and, as such, it is subject to various protections by Executive Order No. 5 (Corzine).
    - b. The Subrecipient shall not disseminate reports generated from GTS to any third party absent OHSP approval, this includes media, press, OPRA requests and the like. In the event there is a request for any GTS printouts, Subrecipient shall refer the requesting party to OHSP. OHSP will make any and all appropriate disseminations of GTS reports.
- C. The Subrecipient shall promptly respond to requests by OHSP for programmatic budgetary, fiscal and other information or data related to the administration of this grant.
- D. The Subrecipient may be required to submit a final programmatic report at the conclusion of the grant as prescribed by OHSP.

## **XX. Access to Records.**

- A. In accepting this grant, the Subrecipient agrees to make available to OHSP and/or any federal agency whose funds are expended in the course of this grant or any of their duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Subrecipient's operation, in compliance with 2 C.F.R 200, as amended, Section 336.
- B. All visitations, inspections and audits, including visits and OHSP requests for documentation in discharge of OHSP's responsibilities, shall as a general rule provide prior notice when reasonable and practical to do so. However, OHSP retains the right to make unannounced visitations, inspections and audits as deemed necessary.
- C. OHSP reserves the right to have access to records of any Subrecipient and requires the Subrecipient to provide for OHSP's access to such records in any grant with the Subrecipient.
- D. OHSP reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants or licensed public accounts hired by the Subrecipient to perform such audit.

## **XXI. Record Retention.**

- A. Except as otherwise provided, financial and programmatic records, support documents, statistical records and all other records pertinent to the grant shall be retained for a period of seven (7) years, unless directed to extend the retention by OHSP.
  - 1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues and appeals which arise from it, or until the end of the regular seven (7) year period, whichever is later, unless otherwise directed by OHSP.
  - 2. Records for non-expendable property acquired with OHSP funds shall be retained for seven (7) years after its final disposition, unless otherwise provided by OHSP.
  - 3. The general retention period for all records starts from the date of the final subject close out letter.
- B. OHSP may request transfer of certain records to its custody from the Subrecipient when it determines that the records possess long-term retention value and will make arrangements with the Subrecipient to retain any records that are continuously needed for joint use.

## **XXII. Remedies for Non-compliance.**

If the Subrecipient materially fails to comply with the term of an award, whether stated in a state or federal statute/regulation, an assurance, in a state plan or application, a notice of award or elsewhere, OHSP may place a Subrecipient in an "At Risk" status, meaning their status as a Subrecipient may, because of failure to comply with defined terms and conditions of a grant program, be in jeopardy of further participation. Should

an agency be placed in this status, they will be formally noticed with a written correspondence. The agency may also be given a Corrective Action Plan (CAP) and an opportunity to correct the findings at hand. Failure to comply with a CAP may result in one or more of the following actions, as appropriate, given the circumstances:

- A. Temporarily withhold cash payment pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- B. Disallow all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- D. Withhold further awards for the program.
- E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the Grant Agreement.
- F. Take other remedies that may be legally available.

#### **XXIII. Termination and Suspension.**

- A. The following definitions shall apply for the purposes of this Section:

- 1. Termination.

- The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

- 2. Suspension.

- The suspension of a grant is an action by OHSP which temporarily suspends assistance under the grant pending corrective action by the Subrecipient or pending a decision to terminate the grant by OHSP.

- 3. Disallowable Costs.

- Disallowed costs are those charges to the grant which OHSP or its representatives shall determine to be beyond the scope of the purpose of the grant, excessive or otherwise unallowable.

- B. If the Subrecipient fails to comply with grant award stipulations, standards or conditions, OHSP may suspend the grant and withhold further reimbursements; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with paragraph C below. OHSP shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

- C. OHSP may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. OHSP shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by OHSP under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- D. OHSP and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

#### **XXIV. Grant Close-Out Procedures.**

- A. The following definitions shall apply for the purpose of this section.
  - 1. The closeout of a grant is the process by which OHSP determines that all applicable administrative actions and all required work of the grant have been completed by the Subrecipient.
  - 2. Date of completion refers to the date when all activities under the grant are completed or the expiration date in the award document, or any supplement or amendment thereto.
- B. OHSP may permit extensions when requested in writing by the Subrecipient.
- C. In the event an audit has not been performed prior to the close out of the grant, OHSP retains the right to recover any disallowable costs identified in the final audit report.

The effective date of this Grant Agreement shall be \_\_\_\_\_, 2016, and it shall expire at midnight, August 31, 2019.

**February 1, 2018:** Midterm financial and programmatic review, at least fifty percent (50%) of the award shall be legally/contractually obligated.

**February 1, 2019:** All awarded funds (100%) shall be legally/contractually obligated.

**July 31, 2019:** Final reimbursement request packages shall be submitted. (Reimbursement requests shall be submitted quarterly during the performance period.)

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed as follows:

**FOR THE SUBRECIPIENT:**

**WITNESS:**

**NORTHWEST BERGEN UTILITIES  
AUTHORITY**

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

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

**FOR THE OFFICE OF HOMELAND  
SECURITY AND PREPAREDNESS:**

**WITNESS:**

\_\_\_\_\_  
Chris Rodriguez  
Director  
  
Date: \_\_\_\_\_

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 71-2016**

**Date: September 20, 2016**

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**AUTHORIZATION TO AWARD CONTRACT NO. 271 – AERATION BLOWER  
REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE**

**WHEREAS**, upon advertisement and pursuant to specifications, the Authority solicited bid proposals in connection with Contract No. 271 - Aeration Blower Replacement and Waste Sludge System Upgrade; and

**WHEREAS**, the bid proposals were received by the Authority on August 31, 2016; and

**WHEREAS**, bids from the three low bidders, Coppola Services, Inc., Allied Construction Group, and Rapid Pump and Meter Service Co. were as follows:

Coppola Services, Inc.	\$1,649,165.00
Allied Construction Group	\$1,711,000.00
Rapid Pump and Meter Service Co.	\$1,817,953.00

**WHEREAS**, the Authority's Executive Director, Consulting Engineer and General Counsel have reviewed the bid proposals; and

**WHEREAS**, the Authority has determined that Coppola Services, Inc. has submitted all of the required documents; and

**WHEREAS**, the Authority has determined that Coppola Services, Inc. is the "lowest responsible bidder"; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of Northwest Bergen County Utilities Authority that Contract No. 271 – Aeration Blower Replacement and Waste Sludge System Upgrade be awarded to Coppola Services, Inc.; and be it

**FURTHER RESOLVED**, that the award of Contract No. 271 to Coppola Services, Inc., is contingent upon and subject to the receipt of closing and funding of a project loan from the New Jersey Environmental Infrastructure Trust which loan is the source of funds for the Aeration Blower Replacement and Waste Sludge System Upgrade; and be it

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 71-2016**

**Date: September 20, 2016**

**AUTHORIZATION TO AWARD CONTRACT NO. 271 – AERATION BLOWER  
REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE**

**FURTHER RESOLVED**, that the bid bonds of the other bidders be returned in accordance with N.J.S.A. 40A:11-1 et seq.; and be it

**FURTHER RESOLVED**, that the formal action(s) of the Commissioners of the Northwest Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b); and be it

**FURTHER RESOLVED**, that the Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute any such contract on behalf of the Authority.

**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 September 20, 2016.

  
**SECRETARY**

  
**CHAIRMAN**

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**NO. 72-2016**

**DATE: September 20, 2016**

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**APPROVING CHANGE ORDER NO. 3 FOR  
CONTRACT #266  
GOFFLE ROAD & MIDLAND PARK PUMP STATION IMPROVEMENTS**

**WHEREAS** the Northwest Bergen County Utilities Authority (the "Authority") awarded Contract No. 266 – Goffle Road & Midland Park Pump Station Improvements ("the Project") to Longo Electrical-Mechanical, Inc. ("the Contractor") on April 21, 2015; and

**WHEREAS** the Contractor has indicated certain changes to be made to the contract related to the bypass connection modification due to a conflict with fiber optic and high water table, as more particularly set forth in Change Order No. 3 attached hereto ("the Change Order"); and

**WHEREAS** the Authority's Engineer has reviewed the proposed change order and has recommended that the Change Order be approved by the Authority; and

**WHEREAS** the total cost of the Project as a result of this Change Order will decrease by **\$4,080.00**; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Authority that Change Order No. 3, to Authority Contract No. **266**, is approved, decreasing the cost of the Project by \$4,080.00.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**


**NO. 72-2016**

**DATE: September 20, 2016**












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**APPROVING CHANGE ORDER NO. 3 FOR  
CONTRACT #266  
GOFFLE ROAD & MIDLAND PARK PUMP STATION IMPROVEMENTS**

**IT IS HEREBY CERTIFIED** that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **September 20, 2016**.

  
**SECRETARY**

  
**CHAIRMAN**

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

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

SHEET NO. 1 OF 1  
PROJECT NO. NBUA-00441

CHANGE ORDER NO. 3

DATE: June 23, 2016  
PROJECT: Goffe Road & Midland Park Pump Station Improvements (Contract No. 266)  
OWNER: Northwest Bergen County Utilities Authority (NBCUA)  
CONTRACTOR: Longo Electrical-Mechanical, Inc.

DESCRIPTION OF CHANGE:


REDUCTIONS:


ITEM 2 PUMP STATION UPGRADES AND IMPROVEMENTS (GOFFLE ROAD)  
CREDIT FOR BYPASS CONNECTION MODIFICATION (REMOVAL OF MI)  
DUE TO CONFLICT WITH FIBER OPTIC AND HIGH WATER TABLE

EXTRAS:

SUPPLEMENTARY

APPROVAL RECOMMENDED:

  
KEITH W. HENDERSON, P.E.  
NORTHWEST BERGEN COUNTY UTILITIES  
AUTHORITY ENGINEER

APPROVED:  
  
CONTRACTOR:  
Longo Electrical-Mechanical, 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.	XXXXXXXXXX	(\$1,080.00)
B. TOTAL EXTRAS THIS C.O.	\$0.00 XXXXXXXXXXXX	
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00 XXXXXXXXXXXX	
TOTALS THIS C.O.	\$0.00	\$4,080.00
NET CHANGE THIS CHANGE ORDER		\$4,080.00
PREVIOUS CHANGE ORDERS	\$39,510.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$39,510.00	\$4,080.00
NET CHANGE IN CONTRACT	\$35,430.00	

ORIGINAL CONTRACT BID PRICE \$506,263.10  
CHANGE ORDERS TO DATE \$35,430.00  
REVISED CONTRACT PRICE \$541,693.10

PROJECT: Goffle Road & Midland Park Pump Station Improvements (Contract No. 266)

OWNER: Northwest Bergen County Utilities Authority (NBCUA)

CONTRACTOR: Longo Electrical-Mechanical, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R E D U C T I O N	ITEM 2 PUMP STATION UPGRADES AND IMPROVEMENTS (GOFFLE ROAD) CREDIT FOR BYPASS CONNECTION MODIFICATION (REMOVAL OF MH)	-0.05	\$72,979.61	(\$4,080.00)

A. TOTAL REDUCTIONS

(\$4,080.00)

E X T R A	
-----------------------	--

B. TOTAL EXTRA

\$0.00

S U P P L E M E N T A R Y	
---	--

C. TOTAL SUPPLEMENTARY

\$0.00

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 73-2016**

**Date: September 20, 2016**

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**AWARD OF CONTRACT – POLYMER**

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

**WHEREAS**, the Authority advertised on August 19, 2016 for the furnishing of a liquid grade organic polymer (Polymer) for a time period not to exceed two (2) years; and

**WHEREAS**, on September 7, 2016, the date specified for the public opening and reading of the bids for the polymer contract, one (1) bid was received; and

**WHEREAS**, Polydyne, Inc. submitted a bid price of \$0.105 per pound for the furnishing of and delivery polymer; and

**WHEREAS**, the Authority’s General Counsel has reviewed the bid of Polydyne, Inc. and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A.40A:11-1 et seq.; and

**WHEREAS**, the Authority’s Superintendent, Robert Genetelli, has reviewed the bid of Polydyne, Inc. and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Polydyne, Inc.; and

**WHEREAS**, the Commissioners of the Northwest Bergen County Utilities Authority have determined it is in the best interest of the Authority to accept the bid of Polydyne, Inc. for the furnishing and delivery of Polymer in the amount of \$0.105 per pound.

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority that the bid of Polydyne, Inc. for the price of \$0.105 per pound for the furnishing of polymer for a period of two (2) years regardless of the amount of polymer ultimately demanded by and delivered to the Authority, be and is hereby accepted; and be it

**FURTHER RESOLVED**, that in all respects relating to the performance of the polymer Contract hereby awarded, Polydyne, Inc. is hereby directed to comply with the requirements of

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 73-2016**

**Date: September 20, 2016**

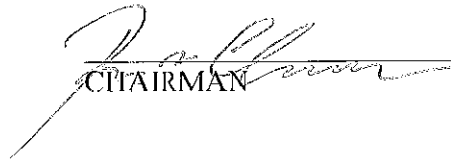
**AWARD OF CONTRACT – POLYMER**

P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts; and be it

**FURTHER RESOLVED**, that the Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Polydyne, Inc.

**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 September 20, 2016.

  
SECRETARY

  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 74-2016**

**Date: September 20 2016**

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**PROPOSED SANITARY SEWER EXTENSION – FRANKLIN LAKES SUPPORTIVE  
HOUSING URBAN RENEWAL, LLC, 720 McCOY ROAD  
BLOCK 1406 LOT 2 & BLOCK 1408 LOT 1  
BOROUGH OF FRANKLIN LAKES, NEW JERSEY**

**WHEREAS**, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Franklin Lakes Supportive Housing Urban Renewal, LLC (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at 720 McCoy Road in the Borough of Franklin Lakes (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project proposes to provide sanitary sewer service to a forty (40) single bedroom units spread over five (5) buildings in the Borough of Franklin Lakes; and

**WHEREAS**, the Authority’s technical advisor has reviewed the application and the documents and drawings submitted in support thereof and has determined that the submission is incomplete for the following reasons:

1. Engineer’s seal affixed to WQM-006
2. Municipality resolution authorizing endorsement of the Application; and

**WHEREAS**, the technical advisor recommends that the Authority approve the Project contingent upon the submission of the above listed items and subject to fulfillment of certain terms and conditions, finding that when completed, the Project will contribute an average daily flow of 6,000 gallons per day (gpd), or 40 additional residential EDUs to the Authority’s systems.

**NOW, THEREFORE, BE IT**

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Franklin Lakes Supportive Housing Urban Renewal LLC for approval of a proposed sanitary sewer extension to be located at 720 McCoy Road in the Borough of Franklin Lakes be approved contingent upon the submission of the missing items listed in paragraph 3 and upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 74-2016**

**Date: September 20 2016**

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**PROPOSED SANITARY SEWER EXTENSION – FRANKLIN LAKES SUPPORTIVE  
HOUSING URBAN RENEWAL, LLC, 720 McCOY ROAD  
BLOCK 1406 LOT 2 & BLOCK 1408 LOT 1  
BOROUGH OF FRANKLIN LAKES, NEW JERSEY**

1. The construction shall conform to all applicable requirements of Borough of Franklin Lakes;
2. The installation of the sewers and appurtenances be inspected and approved by the Borough of Franklin Lakes;
3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

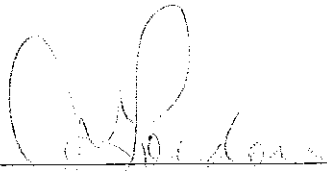
**No. 74-2016**

**Date: September 20 2016**

**PROPOSED SANITARY SEWER EXTENSION – FRANKLIN LAKES SUPPORTIVE  
HOUSING URBAN RENEWAL, LLC, 720 McCOY ROAD  
BLOCK 1406 LOT 2 & BLOCK 1408 LOT 1  
BOROUGH OF FRANKLIN LAKES, NEW JERSEY**

9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

**FURTHER RESOLVED**, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereover.

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 75-2016**

**Date: September 20, 2016**

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**RESOLUTION AUTHORIZING THE AUTHORITY TO ENTER INTO AN  
AGREEMENT TO PARTICIPATE IN THE NEW JERSEY MOTOR VEHICLE  
COMMISSION'S LIMITED ONLINE ACCESS PROGRAM**

**WHEREAS**, the New Jersey Motor Vehicle Commission ("Commission") makes, maintains or keeps on file, as required by law, certain driver license, vehicle and vessel records of individuals licensed and vehicles and vessels registered in this State; and

**WHEREAS**, the Commission also maintains, as an administrative convenience, a computer record of the aforementioned records ("Database"); and

**WHEREAS**, the Database is not a public record and the information in the Database is not required to be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., but may be released at the discretion of the Commission in such manner as may be determined by the Commission to be administratively appropriate and in accordance with applicable laws and regulations; and

**WHEREAS**, the Commission in its discretion has established a Limited Online Access Program ("Online Program"), to provide certain information contained in the Database, via electronic communications, to businesses or public entities that demonstrate a beneficial interest in and legitimate business use of the Database information; and

**WHEREAS**, the Northwest Bergen County Utilities Authority ("Authority") submitted an application to participate in the Online Program; and

**WHEREAS**, the Authority was determined to have a beneficial interest in and legitimate business uses for the information contained in the Database; and

**WHEREAS**, the Authority's application was approved for access to "Driver History Abstracts/5 Year Display (AB); and

**WHEREAS**, the Authority must complete certain tasks before it can be granted access to the Database; 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 enter into an agreement with the Commission to participate in the Commission's Online Program.

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 75-2016**

**Date: September 20, 2016**

**RESOLUTION AUTHORIZING THE AUTHORITY TO ENTER INTO AN  
AGREEMENT TO PARTICIPATE IN THE NEW JERSEY MOTOR VEHICLE  
COMMISSION'S LIMITED ONLINE ACCESS PROGRAM**

3. The Authority is hereby authorized to complete a Technology Audit Questionnaire and return same with the aforementioned signed agreement.

4. The Authority is hereby authorized to make a \$150.00 deposit to cover the Online Program's administrative fees made payable to "New Jersey Motor Vehicle Commission."

5. The Authority's Executive Director and/or his designee is authorized to execute any such documents, and undertake such other tasks that are reasonably required in order for the Authority to participate in the Online Program.

6. This Resolution shall be effective immediately.

ADOPTED: September 20, 2016

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 September 20, 2016.

  
**ALISON GORDON**  
**SECRETARY**

  
**BRIAN CHEWCASKIE**  
**CHAIRMAN**

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered							<input checked="" type="checkbox"/>		
Seconded					<input checked="" type="checkbox"/>				
Aye	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Nay									
Absent		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			
Abstain									
Recuse									

**LIMITED ONLINE ACCESS PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NEW JERSEY MOTOR VEHICLE COMMISSION**

**AND**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**WHEREAS**, the State of New Jersey, Motor Vehicle Commission, hereinafter called the "Commission" or "the MVC", makes, maintains or keeps on file as required by law certain driver license, vehicle, and vessel records of individuals licensed and vehicles and vessels registered in this State; and

**WHEREAS**, the Commission also maintains, as an administrative convenience, a computer record of the aforementioned records, hereinafter called the "database"; and

**WHEREAS**, the database is not a public record and the information in the database is not required to be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (P.L. 2001, c.404), but may be released at the discretion of the Commission in such manner as may be determined by the Commission to be administratively appropriate and in accordance with applicable laws and regulations; and

**WHEREAS**, the Commission in its discretion has established a Limited Online Access Program, hereinafter called the "Online Program", to provide certain information contained in the database, via electronic communications, to businesses or public entities that demonstrate a beneficial interest in and legitimate business use of the database information; and

**WHEREAS**, the **NORTH BERGEN COUNTY UTILITIES AUTHORITY**, hereinafter called the "Program Participant", in its application for participation in the Online Program, has demonstrated a beneficial interest in and legitimate business use of the database information; and

**WHEREAS**, the provision of such information via electronic communications to the Program Participant is consistent with the laws of the State and with the Commission's policy to balance the needs of the business community with the privacy needs of the public when providing information from the database.

**NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED** by and between the Commission and the Program Participant that for and in mutual consideration of the covenants herein and pursuant to all federal and State laws and regulations:

#### **A. GENERAL PROVISIONS**

1. The WHEREAS clauses of this Memorandum of Understanding are incorporated into this paragraph as though set forth verbatim.

2. The attached "Application for Online Access to Motor Vehicle Records", signed by the authorized representative of the Program Participant on **JULY 10, 2016** and containing the handwritten notations and initials of the authorized representative of Business and Government Services, hereinafter referred to as the "Application", is incorporated in and specifically made a part of this Memorandum of Understanding, hereafter referred to as "MOU".

3. The Program Participant certifies that all statements made and information provided in the Application are true to the best of his or her knowledge.

4. If any of the information contained in the Application changes during the course of this MOU, the Program Participant shall notify the Commission (MVC, Business and Government Services, PO Box 122, Trenton, NJ 08666-0122) within ten (10) days of such changes, in writing.

5. The Program Participant, including each of its employees, shall use the information provided by the Commission pursuant to this MOU only for the purposes explicitly set forth by the Program Participant and not stricken by the authorized representative of the Commission on the Application, hereinafter referred to as "the Permitted Purposes".

6. The Program Participant may apply for approval of additional uses of the information provided under this MOU by submitting a new application form setting forth all intended uses, including those already approved and those for which approval is sought.

7. The Program Participant shall pay to the Commission an annual administrative fee of one hundred fifty dollars (\$150.00), payable to New Jersey Motor Vehicle Commission. This is an annual administrative fee for administrative and transaction costs which will entitle Program Participant to access of up to five thousand (5,000) records per calendar year. This fee is due at the end of January in each year. Records accessed in excess of this amount will be billed an additional one hundred fifty dollars (\$150.00) per each five thousand (5,000) record increment. Accounts will be reviewed and billed quarterly and excess quantities of two thousand five hundred (2,500) or greater (above the initial five thousand (5,000) allotment) will be charged as a full five thousand (5,000) increment. Administrative fees are non-refundable.

8. The Program Participant is not entitled to receive, and the Commission will not provide, social security numbers, insurance information, or medical information that may be contained in the Commission's database.

9. Upon the Commission's processing of the fully executed MOU, the Program Participant will be entitled to establish electronic communications with the Commission, and thereafter to receive from the Commission, via electronic communications, information contained in the database, within the scope of Permitted Purposes and uses as defined in this MOU.

10. If any part, term or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

11. This MOU shall be governed by the laws of the State of New Jersey, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this MOU or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey.

12. Neither this MOU nor any interest in this MOU may be assigned or transferred.

13. The terms of this MOU shall be effective upon the signing of the MOU by an authorized representative of each party and shall continue in force and effect for four (4) years from the date of signature by the Commission's Chief Administrator, or until cancelled or amended pursuant to the terms within section "D", MOU Modification and Termination. Thirty days (30) prior to the expiration of the contract, the Program Participant must submit a new application and pertinent supporting documentation for approval in order to have its account status maintained.

14. This MOU does not create in any individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only the Parties shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or

condition of this MOU, or to bring any action for breach of this MOU.

15. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

16. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

17. This MOU is being executed as two (2) duplicate original counterparts, with one (1) original counterpart being retained by each Party, and all such counterparts shall together constitute but one and the same instrument.

## **B. PROGRAM PARTICIPANT'S OBLIGATIONS**

1. In accordance with the public policy of the State of New Jersey, as set forth in N.J.A.C. 13:18-11.3(c) and N.J.A.C. 13:18-11.4(f)1, the Program Participant shall only use the information in accordance with this MOU and shall not use the information provided by the Commission pursuant to this MOU for the purpose of commercial solicitation or marketing, political canvassing or campaigning or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any of these purposes. If such efforts occur, the Commission may terminate this MOU.

2. The Program Participant shall not accumulate, store or build a file from the data obtained from the Commission. Once an MVC record is captured through CAIR it can only be used to satisfy a single request. However, data and information regarding the records requested must be retained by the Program Participant for a minimum of five (5) years and be accessible for audit purposes only.

3. The Program Participant will not merge any Commission record with any other document gleaned from any other source in order to sell or provide the information to another party as an official Commission record.

4. The Program Participant shall not permit persons other than its authorized employees or agents to use the electronic communications established for the Program Participant pursuant to this MOU. The Program Participant shall notify the Commission within two (2) business days when an employee or agent authorized to use the Online Program is no longer working for the Program Participant or, no longer working in a capacity in which access to the Online Program is necessary or, if access to the Online Program should be removed for any other reason.

5. The Program Participant shall take all steps necessary to protect the information and data provided by the Commission under this MOU from theft, unauthorized disclosure or any use not specifically permitted under this MOU. The Program Participant must strictly adhere to both the federal and New Jersey Drivers' Privacy Protection Acts ("DPPA"), 18 U.S.C. § 2721 et seq. and N.J.S.A. 39:2-3.3 et seq., respectively, incorporated herein by reference.

6. The Program Participant must comply, and require any end user to comply, with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Information, Personal Information, or other event requiring notification. In the event of a breach of any of the Program Participant's security obligations or other event requiring notification under applicable law ("Notification Event"), the Program Participant shall assume responsibility for informing the Commission within 24 (twenty-four) hours and all such appropriate individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, employees, and agents, from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey by contacting the Commission at 609-341-5777.

7. Within ten (10) days of receipt of a written request from the Commission, the Program Participant shall furnish to the Commission a certified statement of the manner in which the electronic records provided by the Commission and information contained in them are being used or have been used.

8. The Program Participant shall hold the Commission harmless in the event of any errors or omissions in the information or data furnished under this MOU.

9. All Personally Identifiable Information and Personal Information must be protected. All data and information must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data and information must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).

\* Personal Information means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.

\* Personally Identifiable Information means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

10. Data and information usage, storage, and protection is subject to all applicable federal and State statutory and regulatory requirements, as amended from time to time, including, without limitation, those for the New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44, et seq., the federal DPPA, and the New Jersey DPPA.

11. The Program Participant shall only transmit or exchange State of New Jersey data and information provided pursuant to this MOU with other parties when expressly requested in writing and permitted by and in accordance terms of this MOU. The Program Participant shall only transmit or exchange data and information with the State of New Jersey or other parties through secure means supported by current technologies. The Program Participant must encrypt all data and information defined as Personally Identifiable Information, Personal Information, or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data and information.

12. The Program Participant at a minimum shall protect and maintain the security of data and information traveling its network in accordance with generally accepted industry practices. No State data and information shall be processed on or transferred to any portable device or portable storage medium including smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State of New Jersey. The Program Participant shall encrypt all data and information at rest, defined as Personally Identifiable Information or Personal Information by the State of New Jersey or applicable law, regulation or standard. The Program Participant shall not transfer State of New Jersey data and information outside of the United States.

13. The Program Participant shall take precautions from introducing software viruses including but not limited to spyware and malware into the MVC database. These precautions shall include periodic anti-virus software checks of the system to preclude infections and the Program Participant agrees to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.

14. The Program Participant shall maintain the Program Participant's network security to include, but not be limited to: network firewall provisioning, intrusion detection and prevention, denial of service protection, annual independent and accredited third party penetration testing, and shall maintain a hardware inventory including name and network address. The Program Participant shall maintain network security that conforms to current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>.

All Personal Information must be protected in accordance with the federal and State DPPA. Equipment storing MVC data and information shall be secured in a manner that ensures no unauthorized/unnecessary access will occur. The Program Participant must secure all data and information, including data and information back-ups, from manipulation, sabotage, theft or breach of confidentiality and integrity.

15. The Commission, at its sole option, may, at any time, audit, engage an independent auditor to review and audit, or require the Program Participant to audit or engage an independent auditor to review and audit, the books and records and/or operations of the Program Participant in order to determine compliance with this Agreement. Such audit may be required no more than once per calendar year and the cost of such audit shall be borne by the Program Participant.

16. The Program Participant shall submit all program and administrative fees by check, made payable to the New Jersey Motor Vehicle Commission, and sent to the Motor Vehicle Commission, PO Box 122, Trenton, New Jersey 08666-0122. Under this Agreement, the Program Participant's full account number shall be indicated on the face of each check. Checks without the full account number will be returned without processing.

### **C. COMMISSION OBLIGATIONS**

1. The Commission will provide the Program Participant and its authorized employees information, via electronic communications, from the database as permitted under this MOU.

### **D. MOU MODIFICATION AND TERMINATION**

1. This MOU may be terminated by the Commission in its sole discretion upon ten (10) days' notice to the Program Participant, sent to the address provided by the Program Participant.

2. The Commission may cancel or amend this MOU without prior notice to the Program Participant only if such cancellation or amendment is deemed necessary by the Commission, due to any changed requirement in the law or Commission policy that would prohibit such an MOU, or upon a determination by the Commission that there has been a breach of the integrity or security of the data provided to the Program Participant, or a failure of the Program Participant to comply with established procedures or legal requirements included or incorporated by reference in this MOU.

3. Any breach of the terms of this MOU by the Program Participant will result in the immediate termination of the MOU and the service provided by the Commission under the MOU.

4. This MOU and the service provided to the Program Participant under this MOU shall be terminated by the Commission within thirty days upon its receipt of a written request for such termination by the Program Participant.

5. This MOU may be amended by mutual consent of the Program Participant and the Commission. Any proposed amendment or modification must be submitted in writing to the other party prior to any formal discussion or negotiation of the issue. Any amendment must be signed by both the Program Participant and the Commission in order to become effective and to modify or change this MOU.

IN WITNESS WHEREOF, both parties have caused this MOU to be signed and witnessed.

**NORTHWEST BERGEN COUNTY**

**UTILITIES AUTHORITY**

**Witness:**

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

**STATE OF NEW JERSEY  
MOTOR VEHICLE COMMISSION**

**Witness:**

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

Jeanne D. Ashmore  
Deputy Chief Administrator  
Motor Vehicle Commission

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

James S. Walker  
Director, Business and Government  
Operations

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

**IMPROPER COMPLETION OF THIS PAGE WILL DELAY MOU PROCESSING.**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 76-2016**

**Date: September 20, 2016**

**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 REPLACEMENT OF EXISTING  
AERATION BLOWER AND REPLACEMENT OF EXISTING WASTE ACTIVATED  
SLUDGE PUMPS**

**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 replacement of existing aeration blower and replacement of existing waste activated sludge pumps; 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 replacement of existing aeration blower and replacement of existing waste activated sludge pumps.

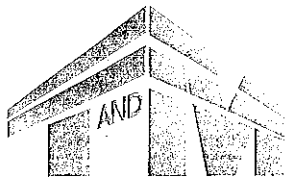
Section 2. This resolution shall take effect immediately.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 20, 2016.

  
**SECRETARY**

  
**CHAIRMAN**

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

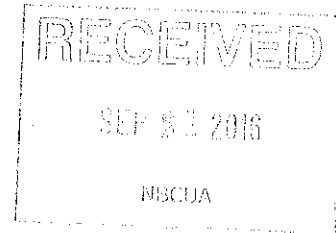


YOUR GOALS. OUR MISSION.

NBUA-G1601/00511

September 16, 2016

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  
Aeration Blower Replacement and Waste Sludge System Upgrade**

Dear Mr. Hurwitz:

The Northwest Bergen County Utilities Authority (NBCUA) is proposing the following improvements to its Wastewater Treatment Plant facilities:

- Upgrading the existing process aeration system to increase energy efficiency including replacement of the existing process air blowers with more energy efficient turbo blower equipment and automation/control improvements.
- Upgrading the waste sludge process by installing a dedicated Waste Activated Sludge (WAS) pumping system, which will result in the elimination of the existing telescoping valve operation as the primary wasting process.

### **Aeration Blower Replacement**

#### **Existing Aeration System Operation**

The NBCUA's existing aeration system consists of four constant speed blowers providing air to the five aeration tanks. The existing blowers are located in the operating gallery. Each blower unit is a 350 HP Hoffman multi-stage centrifugal blower rated for 6,855 SCFM at 8.25 psi. The existing constant speed blowers are manually controlled and are approaching the end of their useful life. Manual across-the-line blower operation creates control issues requiring constant operator attention when starting or shutting down a blower. Plant operation data indicates that either one or two blowers operate at full speed at any given time, and much of the time, there are two blowers online regardless of dissolved oxygen concentration. The constant speed blowers frequently over feed air into the system because the throttling of butterfly valves at the aeration tanks causes an increase of pressure in the header. The above conditions result in an aeration system process that is very energy inefficient.



### Proposed Aeration Blower Replacement

The aeration system improvements include the installation of two new 350 HP High Speed Turbo Blowers each rated for 6,900 SCFM to replace two existing centrifugal blowers. These proposed turbo blowers would be installed at the location of existing blower No. 2 and blower No. 3 in the Operating Gallery. The blower was selected as its performance at maximum speed closely matches the existing constant speed blower performance, but provides superior energy efficiency over the constant speed model. Each new turbo blower is supplied with its own variable frequency drive (VFD) and its speed will be varied through the proposed program logic controller (PLC) based on the dissolved oxygen (DO) readings in the aeration tanks and pressure in the process air header. The two proposed turbo blowers will be operating in combination with one existing constant speed blower to meet the required instantaneous process air demand. The remaining existing blower will serve as a stand-by blower.

### **Waste Sludge System Upgrade**

#### Existing Waste Activated Sludge Process

Current wasting for the 5 final settling tanks is performed through manual operation of telescoping valves which allow the WAS to flow by gravity to a waste sludge well. From the waste sludge well, the WAS is pumped to the Gravity Thickeners, via two waste sludge pumps located in the operation gallery. The existing waste sludge pumps are 25 HP and convey the WAS at a rate of 80-100 gallons per minute (GPM) (16 GPM to 20 GPM per tank).

#### Proposed Wasting Improvements

In order to eliminate the method of wasting WAS from the final settling tanks through the telescoping valves, additional piping, pumps, electrical and valve improvements are proposed.

The proposed plan involves tapping off the existing Return Activated Sludge (RAS) lines that runs overhead in the operating gallery from the final tanks to the aeration tanks. As the current operation does not utilize the existing RAS header except for bypassing, a tap from each tank's RAS line is to be installed. A pump for each final tank (5 pumps total with a 6<sup>th</sup> pump added for backup) will be installed discharging into a new common WAS header. All the pumps will be 5 HP and will have the ability to operate simultaneously, though the PLC will be programmed to operate the pumps in sequence. The reasoning for this method of pumping is to achieve sufficient flow through each pipe for sludge settling not to occur, while staying within the limit of the WAS draw of 80-100 GPM. The telescoping valve method of wasting into the waste sludge well with separate pumping to the gravity thickeners will be maintained as a backup system.



The total project cost for the Aeration Blower Replacement and Waste Sludge System Improvements is \$2,278,998.

NBCUA is working with the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Environmental Infrastructure Trust (NJEIT) on financing for the above proposed improvements through the New Jersey Environmental Infrastructure Finance Program (NJEIFP). Construction costs plus costs associated with engineering, administration and planning and design will be financed through a low interest loan from the NJDEP and NJEIT, pursuant to NJEIFP guidelines.

If you have any questions, please call.

Very truly yours,

T&M ASSOCIATES

---

KEITH W. HENDERSON, P.E.  
AUTHORITY ENGINEER

KWH:JJM: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 project notes (the "Notes") to be issued in connection with the New Jersey Environmental Infrastructure Trust Construction Financing Trust Loan Program which Notes will be issued pursuant to a Project Note Resolution expected to be adopted by the Authority at its October 2016 meeting (the "Note Resolution").

2. The amount of the costs of the various sewer improvements, including replacement of existing aeration blower and replacement of existing waste activated sludge pumps (the "Project"), the amount of Operating Expenses attributable to such 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 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 Subordinated Trust Indenture (as defined in the Note 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 19<sup>th</sup> day of September 2016.

T&M ASSOCIATES

## **SCHEDULE A**

### **AERATION BLOWER AND WASTE SLUDGE SYSTEM UPGRADE PROJECT PROJECT COSTS, OPERATING EXPENSES AND REVENUES**

1. THE AMOUNT OF THE COSTS FOR THE AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT IS \$2,278,998.
2. THERE WILL BE NO ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.
3. THERE WILL BE NO REVENUES ATTRIBUTABLE TO THE AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS.

**SCHEDULE A**  
**AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT COSTS, OPERATING EXPENSES**  
**AND REVENUES**

1. THE AMOUNT OF THE COSTS FOR THE AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT IS \$2,278,998.00.

2. THE AMOUNT OF ADDITIONAL OPERATING EXPENSES ATTRIBUTABLE TO THE AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

YEAR	ADDITIONAL OPERATING EXPENSE
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 AERATION BLOWER REPLACEMENT AND WASTE SLUDGE SYSTEM UPGRADE PROJECT FOR EACH OF THE NEXT 15 FISCAL YEARS IS:

YEAR	REVENUE
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, Wielkatz, Cerullo & Cuva, P.A.

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

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


Ferraioli, Wielkatz, Cerullo & Cuva, P.A., Certified Public Accountants, Accountant 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 project notes (the "Notes") to be issued in connection with the New Jersey Environmental Infrastructure Trust Construction Financing Trust Loan Program which Notes will be issued pursuant to a Project Note Resolution expected to be adopted by the Authority at its October 2016 meeting (the "Note Resolution").

2. The (i) Completion Requirement of the costs of construction set forth in the Consulting Engineer's Certificate with respect to the various sewer improvements, including replacement of existing aeration blower and replacement of existing waste activated sludge pumps (the "Project") after deduction therefrom of the amount of moneys (other than the proceeds of such Notes) 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 Notes 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 Subordinated Trust Indenture (as defined in the Note Resolution).

IN WITNESS WHEREOF, Ferraioli, Wielkatz, 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 20th day of September, 2016.

  
FERRAIOLI, WIELKOTZ, CERULLO & CUVA, P.A.  
CERTIFIED PUBLIC ACCOUNTANTS

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**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 77-2016**

**Date: September 20, 2016**

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

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

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

**WHEREAS**, the Northwest Bergen County Utilities Authority (the "Authority") and the Borough of Dumont (the "Borough") had entered into a Shared Services Agreement on November 6, 2014 with a commencement date of September 1, 2014 and a termination date of September 1, 2016 for the services of monthly monitoring of the Borough's five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year; and

**WHEREAS**, the Borough has adopted its Resolution No. 16-179 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

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

**NOW THEREFORE, BE IT**

**RESOLVED**, the Northwest Bergen County Utilities Authority agrees to enter into a Shared Services Agreement with the Borough of Dumont for a duration of two (2) years for the

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 77-2016**

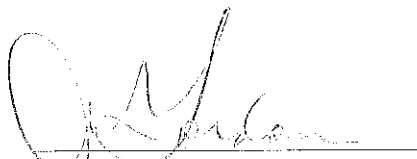
**Date: September 20, 2016**

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

services of monthly monitoring of the Borough's five (5) waste water pump stations as well as any and all agreed upon repairs, 24 hours a day, 365 days per year; and

**FURTHER RESOLVED**, that the Chairman or Vice-Chairman of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Dumont annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on September 20, 2016.

  
SECRETARY

  
CHAIRMAN

	Bonagura	Danubio	DaPuzzo	DePhillips	Gabbert	Kasparian	Kelaher	Plumley	Chewcaskie
Offered									
Seconded									
Aye									
Nay									
Absent									
Abstain									
Recuse									

## SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, made and entered into this 19<sup>th</sup> day of July 2016 by and among:

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

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

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

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

WHEREAS, the Borough and the NWBCUA have researched the feasibility of entering into an agreement under the authority of Uniform Shared Services and Consolidation Act, whereby the NWBCUA would provide to the Borough, the monthly inspections/monitoring of the Borough's five (5) wastewater pump stations, and any and all agreed upon repairs, 24 hours a day and 365 days per year potential response time to call-outs and emergencies; and

WHEREAS, the Borough has adopted a Resolution 06-179 which authorizes Borough to enter into an agreement with the NWBCUA, for the services of monitoring the Borough's wastewater pump stations and any agreed upon miscellaneous services.

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

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both the Borough and the NWBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of two (2) years following the commencement date. The commencement date shall be September 1, 2016.
3. The NWBCUA shall provide the following services to the Borough of Dumont:
  - A. The NWBCUA shall perform monthly monitoring of Borough's five (5) wastewater pump station.

- B. Perform repairs, corrective action and respond to pump station alarms during business hours, as directed by the Borough. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
  - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours, as directed by the Borough. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NWBCUA approved holidays.
4. In consideration for the services to be rendered by the NWBCUA to the Borough of Dumont, pursuant to Paragraph 3 above the Borough of Dumont shall pay the NWBCUA four (4) equal installments of \$1,250.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup> of each year for a total annual compensation of \$5,000.00. The rate of compensation paid by the Borough of Dumont to the NWBCUA for repairs, corrective actions and other requested activities would be \$83.02 per man-hour for business hours and \$103.77 per man-hour for non-business hours. A minimum of two (2) hours shall be billed by NWBCUA for each request for services from Dumont.
  5. The NWBCUA shall provide the Borough of Dumont with an invoice reflecting all time and work provided by its staff for repairs and response service during the invoiced period. Said invoices shall be paid by the Borough of Dumont within 45 days of receipt.
  6. The parties agree to be bound by this Agreement for a minimum of twenty-four (24) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving at least six (6) months' written notice to the other party.
  7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
  8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Superintendent of the NWBCUA for the NWBCUA and the Supervisor of the Borough's Public Works Department for the Borough of Dumont. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
  9. The Primary Contact Persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.
  10. The NWBCUA will provide a certificate of insurance designating Borough of Dumont as an additional insured, with the same limits and coverage as the NWBCUA has in place with their current insurance program.
  11. The effective date of this Agreement shall be September 1, 2016 and the expiration date shall be September 1, 2018.
  12. The NWBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules and regulations.

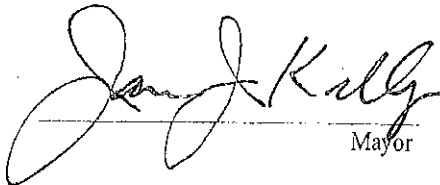
13. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

Borough of Dumont

  
Borough Clerk

  
Mayor

Date:

ATTEST:

NORTHWEST BERGEN COUNTY  
UTILITIES AUTHORITY

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

\_\_\_\_\_  
Brian Chewcaskie, Chairman