

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**PLEASE TAKE NOTICE**, that in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and in consideration of Executive Order No. 103, issued by Governor Murphy on March 9, 2020 declaring a State of Emergency and a Public Health Emergency in the State of New Jersey, together with Executive Order 244 and Assembly Bill 5820 as signed by Governor Murphy, the Northwest Bergen County Utilities Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the Northwest Bergen County Utilities Authority Work Session, Special Meeting to conduct a Public Hearing on the 2022 Budget and Regular Meeting scheduled for Tuesday, December 14, 2021 at 7:00 p.m. will be held via Zoom ONLY. Formal action will be taken. The agendas will be placed on the Northwest Bergen County Utilities Authority website, [nbcua.com](http://nbcua.com), at least 48 hours prior to the meeting. Members of the public who wish to participate in the meeting may do so by going to [Zoom.us](https://zoom.us) and entering the meeting ID of 817 6854 6175 and followed by the passcode 493460 at 7:00 P.M. Members of the public may also access the meeting by dialing in at 1-646-558-8656, and then following the prompts to input the meeting ID and passcode. Phone service provider rates may apply. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. A non-public dial in number will be used if executive session is required.

Alison Gordon, Secretary  
Northwest Bergen County  
Utilities Authority

December 10, 2021

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **AGENDA REGULAR MEETING December 14, 2021**

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Approval of Minutes – Regular Meeting – November 9, 2021
6. Public Comments (any subject)
7. Consideration for approval list of Resolutions attached dated December 14, 2021
8. Report of Committees:
  - a. Finance Committee
  - b. Personnel Committee
  - c. Insurance Committee
  - d. Operating Committee
  - e. Strategic Plan Subcommittee
  - f. Buildings and Grounds Committee
  - g. Safety and Security Committee
9. Report of Treasurer
10. Report of General Counsel
11. Report of Consulting Engineer
12. Report of Executive Director
13. Report of Authority Engineer
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 4 through 16)
18. Adjournment

December 9, 2021

# **NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

## **RESOLUTIONS**

**December 14, 2021**

## **CONSENT AGENDA**

- 95-2021      Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 96-2021      Authorization to Renew a Shared Services Agreement with the County of Bergen, Department of Health Services for Participation in the Employee Assistance Program
- 97-2021      Authorization to Renew the Bloodborne Pathogen Program Agreement with the County of Bergen, Department of Health Services
- 98-2021      Authorization to Renew a Shared Services Agreement with the Borough of Saddle River

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 95-2021**

**Date: December 14, 2021**

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

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

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

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

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

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

**RESOLVED**, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated December 14, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account  
Net Payroll: \$278,462.96

ACCOUNT: Tax Deposit Account  
Total: \$113,626.55

ACCOUNT: Health Benefits Contribution Employer  
Total Transfer: \$114,294.63

ACCOUNT: Health Benefits Contribution Employee  
Total: \$4,555.83

ACCOUNT: Dental Benefits  
Total Transfer: \$4,331.95

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 95-2021**

**Date: December 14, 2021**

---

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

ACCOUNT: PERS and Contributory Insurance  
Total Transfer: \$28,781.73

ACCOUNT: Operating Account  
Total: \$344,082.95

ACCOUNT: General Improvement Account  
Total: \$430,762.45

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SECRETARY

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CHAIRMAN

**RECORDED VOTE:**

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

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 96-2021**

**Date: December 14, 2021**

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**AUTHORIZATION TO RENEW A SHARED SERVICES AGREEMENT WITH THE COUNTY OF BERGEN, DEPARTMENT OF HEALTH SERVICES FOR PARTICIPATION IN THE EMPLOYEE ASSISTANCE PROGRAM**

**WHEREAS**, on December 8, 2020 by Resolution 96-2020, the Northwest Bergen County Utilities Authority (hereinafter referred to as the “Authority”) renewed a Shared Services Agreement with the County of Bergen, Department of Health Services (hereinafter referred to as “BCDHS”); and

**WHEREAS**, the Agreement authorized the Authority’s participation in the Employee Assistance Program at a rate of \$21.80 per employee; and

**WHEREAS**, the Agreement is expiring on December 31, 2021 and the Authority desires to renew the agreement for calendar year 2022 at a rate per employee of \$22.25; and

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

1. The Authority is hereby authorized to renew the Shared Services Agreement with the County of Bergen, Department of Health Services for the provision of the Employee Assistance Program for the period of January 1, 2022 through December 31, 2022 at a rate of \$22.25 per employee.
2. The Authority’s Executive Director is hereby authorized to execute said shared services agreement.
3. A copy of this agreement shall be placed on file in the Office of the Executive Director.
4. This Resolution shall take effect immediately.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.

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**CHAIRMAN**

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**SECRETARY**

**Recorded Vote:**

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



**BERGEN COUNTY DEPARTMENT OF HEALTH  
SERVICES**

**2022**

**PUBLIC HEALTH**

**SHARED-SERVICES AGREEMENT**

**with**

**Northwest BC Utilities Authority (NBCUA)**

**THIS AGREEMENT**, made on \_\_\_\_\_, by and between the:

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

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

**WITNESSETH**

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

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

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

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

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

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

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



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

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

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

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

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

**WHEREAS**, the Bergen County Freeholder Resolution # adopted on authorized the County Executive to enter into an agreement with the participating authorities; and

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

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

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

Employee Assistance Program

**The Authority shall be obliged for and agree as follows:**

1. Payments:

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

2. Public Health Staff/Contracted Vendors:

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

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

3. Hold Harmless:

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

4. Miscellaneous:

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

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

5. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2022 through December 31, 2022.
- b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement. BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term. This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

6. Attachments

a. Appendix A for each contracted Shared Service:

A-1 Employee Assistance Program

b. County Freeholders Resolution # \_\_\_\_\_ adopted \_\_\_\_\_

c. Municipality Resolution # \_\_\_\_\_ adopted \_\_\_\_\_

d. Payments Schedule

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

**CONTRACT TERM LENGTH:** 1 year

**DURATION:** 01/01/22 - 12/31/22

**EAP/SAP**

<b>Year</b>	<b>Employees</b>	<b>Rate</b>	<b>Total</b>
2022	53	\$22.25	\$1,179.25

**Agreement Totals**

<b>Year</b>	<b>Total</b>
2022	\$1,179.25

**APPENDIX A-1  
EMPLOYEE ASSISTANCE PROGRAM**

Employee Assistance Program/Substance Abuse Professional

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

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

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

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

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

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

**If accepting the EAP module, enter the number of municipality employees to be covered \_\_\_\_\_**

**SIGNATURES**

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

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

**ATTESTING SIGNATURE:**

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

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

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

**MUNICIPALITY**

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

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

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

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**COUNTY OF BERGEN SIGNATURES BELOW:**

**ATTESTING SIGNATURE:**

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

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

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

or

**Thomas J. Duch, Esq.  
County Administrator/County Counsel**

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



**PAYMENTS SCHEDULE**  
Northwest BC Utilities Authority (NBCUA)

2022 Schedule of Services and Fees

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

1. Employee Assistance Program	\$ 1,179.25
<b>TOTAL AGREEMENT 2022 COST PER ANNUM:</b>	<b>\$ 1,179.25</b>

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

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**RESOLUTION**

**No. 98-2021**

**Date: December 14, 2021**

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

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

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

**WHEREAS**, the Northwest Bergen County Utilities Authority (the “Authority”) and the Borough of Saddle River (the “Borough”) had entered into a Shared Services Agreement on January 1, 2021 with a termination date of December 31, 2021 for the Authority to 1) act as the New Jersey Licensed Sewer Operator for the Borough, 24 hours a day, 365 days per year 2) to provide weekly monitoring of the Borough’s one (1) waste water pump station, and 3) perform repairs, corrective actions and respond to pump station alarms during business and non-business hours; and

**WHEREAS**, the Borough has adopted its Resolution No. 187-21 authorizing entering into a new shared services agreement with the Authority to receive the same services as previously provided; and

**WHEREAS**, the Authority desires to enter into this agreement with the Borough for a duration of one (1) year commencing January 1, 2022 subject to the terms and conditions set forth in said agreement attached hereto.

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

1. The Authority agrees to enter into a Shared Services Agreement with the Borough of Saddle River for a duration of one (1) year commencing January 1, 2022 to provide the services described in Paragraph 3 above; and

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY**

**RESOLUTION**

**No. 98-2021**

**Date: December 14, 2021**

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

2. The Executive Director of the Authority be and is hereby authorized on behalf of the Authority to execute the Shared Services Agreement with the Borough of Saddle River annexed hereto and made a part thereof.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on December 14, 2021.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CHAIRMAN

Recorded Vote:

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

## SHARED SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among:

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

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

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

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

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

WHEREAS, Saddle River has adopted a Resolution # 187-21 which authorizes Saddle River to enter into an agreement with the NBCUA, for the services of monitoring Saddle River's wastewater pump station and any agreed upon miscellaneous services.

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

1. Pursuant to N.J.S.A. 40A:65-1 et. seq., both Saddle River and the NBCUA shall adopt the appropriate resolution, which will formally authorize the entering into this Agreement between the parties.
2. The duration of this Agreement shall be for a period of one (1) year following the commencement date. The commencement date shall be January 1, 2022.
3. The NBCUA shall provide the following services to Saddle River:

- A. The NBCUA shall act as the New Jersey Licensed Sewer Operator for Saddle River and perform the weekly monitoring of Saddle River's wastewater pump station, 24 hours a day and 365 days per year.
  - B. Perform repairs, corrective action and respond to pump station alarms during normal business hours. Business hours shall be defined as Monday through Friday, 7:00am to 3:30pm.
  - C. Perform repairs, corrective actions and respond to pump station alarms during non-business hours. Non-business hours shall be defined as Monday through Friday, 3:31pm to 6:59am and all day on Saturdays and Sundays and on NBCUA approved holidays.
4. In consideration for the services to be rendered by the NBCUA to Saddle River, pursuant to Paragraph 3 above Saddle River shall pay the NBCUA four (4) equal installments of \$2050.00 on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup> of each year for a total annual compensation of \$8,200.00. The rate of compensation paid by Saddle River to the NBCUA for repairs, corrective actions and responses to pump station alarms shall be \$90.27 per man hour for business hours and \$112.82 per man hour for non-business hours.
5. The NBCUA shall provide Saddle River with an invoice reflecting all time and work provided by its staff for repairs and response service during the previous month. Said invoices shall be paid by Saddle River within 45 days of receipt.
6. The parties agree to be bound to this Agreement for a minimum of twelve (12) months. Twelve (12) months following the commencement date, either party may terminate this Agreement by giving as least twelve (12) months' written notice to the other party.
7. Each party to this agreement represents to the other party thereto that the Officials executing Agreement are fully authorized and empowered to do so and to bind the parties to the terms of this Agreement, pursuant to law.
8. The parties recognize that the individuals who shall be designated as the primary contact persons are, the Licensed Sewer Operator and Superintendent of the NBCUA for the NBCUA and the Supervisor of Saddle River's Public Works Department for Saddle River. The primary contact individual shall be noticed on all issues of importance, including but not limited to, necessary repairs, corrective actions and responses to pump station alarms.
9. The primary contact persons shall jointly and cooperatively implement and complete a reporting form to memorialize and record all required and/or performed repairs, corrective actions and responses for each pumping stations.

10. The NBCUA will provide a certificate of insurance designating Saddle River as an additional insured, with the same limits and coverage as the NBCUA has in place with their current insurance program.
11. Saddle River assumes all liability for, and agrees to, indemnify and hold the NBCUA and its agents, servants, employees, guests, licensees and invitees, harmless against any and all claims, losses, damages, injuries and expenses, arising out of, resulting from, or incurred in connection with any acts or omissions by Saddle River, its agents, servants or employees.
12. Saddle River will maintain a reasonable spare parts inventory as requested by the Superintendent of the NBCUA.
13. The effective date of this Agreement shall be January 1, 2022, and the expiration date shall be December 31, 2022, unless the agreement is terminated pursuant to paragraph 6 above.
14. The NBCUA agrees to comply with all applicable federal, state, county and municipal laws, rules, and regulations.
15. The terms of this Agreement shall constitute the entire understanding between the parties and may only be amended by a written document executed by both parties.

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

ATTEST:

  
 Clerk

Date: 11/22/21

ATTEST:

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

Date:

BOROUGH OF SADDLE RIVER

By:

  
 Mayor

NORTHWEST BERGEN COUNTY  
 UTILITIES AUTHORITY

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

R# 187-21

**COUNCIL OF THE BOROUGH OF SADDLE RIVER**

Introduced by Council President Ruffino

Date: 11/22/21

Seconded by Council Member DiGirolamo

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

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

	<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Azzariti, John	X			
Carpenter, Duncan	X			
DiGirolamo, Chris	X			
Hekemian, David	X			
Sachdev, Ravi	X			
Ruffino, Rosario - Council President	X			
Kurpis, Albert J., - Mayor				

Date Passed: 11/22/21



Vanessa Nienhouse, Borough Clerk



Albert J. Kurpis, Mayor

**CHIEF FINANCIAL OFFICER CERTIFICATION**

I, Susan Hodgins, Chief Financial Officer of the Borough of Saddle River, hereby certify that \$8,200 will be available in the 2022 Budget after adoption under Inter-Local Agreements line item 01-2010-27-3303-500 and the 1<sup>st</sup> Quarter payment of \$2,050 will be available in the temporary budget under the same line item.

Date: 11/22/21

Susan Hodgins, Chief Financial Officer