



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #14-108

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 25, 2014

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: SANCHEZ offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Summary Aging Reports North Arlington Ancillary Services/McManimon & Scotland Mediation/Verona Tank Personnel: Promotion: Change to TOR: John Cascone/Kevin Byrne Michael Marotta Yitz Weiss:
other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: CLEAVES AYES: 7 Time: 1:14 pm

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ	<u>x</u>			
JEFFREY LEVINE	<u>x</u>			
RUSSELL GRADDY	<u>x</u>			
CHRYSTAL CLEAVES	<u>x</u>			
MENACHEM BAZIAN	<u>x</u>			
THOMAS P. DE VITA	<u>x</u>			
GLORIA KOLODZIEJ	<u>x</u>			



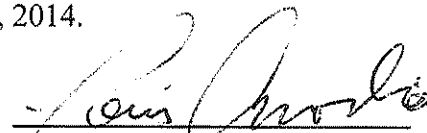
PASSAIC VALLEY WATER COMMISSION


PRESIDENT
Gloria Kolodziej


SECRETARY
Chrystal Cleaves

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.


LOUIS AMODIO
Administrative Secretary

RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
DIRECTING THE UNDERTAKING OF A CONTINUING DISCLOSURE
REVIEW AND AUTHORIZING PARTICIPATION IN THE MUNICIPALITIES
CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE
DIVISION OF ENFORCEMENT OF THE U.S. SECURITIES AND
EXCHANGE COMMISSION

ADOPTED: NOVEMBER 25, 2014

WHEREAS, the PASSAIC VALLEY WATER COMMISSION (the "Commission") has entered into continuing disclosure certificate(s) and/or agreement(s) in connection with certain of its prior bond and/or note issuance(s) (the "Prior Issuances"), agreeing to file certain financial information and operating data and/or certain enumerated event notices with the former nationally recognized municipal securities information repositories or the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"); and

WHEREAS, the Commission has made certain representations regarding its continuing disclosures in bond and note offering documents in connection with its Prior Issuances; and

WHEREAS, in response to widespread concerns that many municipal issuers have not been complying with their obligations to file continuing disclosure documents under the Rule, and furthermore have made false representations and/or misstatements concerning compliance in bond and note offering documents, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") has set forth its Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative"), attached hereto as Exhibit A, whereby the Commission will recommend favorable settlement terms to municipal issuers involved in the offer or sale of municipal securities, as well as underwriters of such offerings, if they self report to the Division possible violations involving materially inaccurate statements in bond and note offering documents relating to prior compliance with continuing disclosure obligations pursuant to the Rule; and

. WHEREAS, pursuant the Local Finance Notice 2014-9, attached hereto as Exhibit B, the Director of the Local Finance Board, Division of Local Government Services of the Department of Community Affairs of the State of New Jersey, has recommended the undertaking of a Review (as hereinafter defined) by all municipal issuers and participation in the MCDC Initiative, where appropriate, as determined by the facts of each Review (the "LFB Recommendation").

NOW, THEREFORE, IN CONNECTION WITH THE LFB RECOMMENDATION, BE IT RESOLVED BY THE COMMISSION, as follows:

Section 1. The Commission, through its Chief Financial Officer or through the engagement of a third-party disclosure-dissemination agent, is hereby directed to conduct a continuing disclosure review of its prior continuing disclosure undertakings (the "Review"), and the Commission hereby ratifies any such previously conducted Review. Such Review shall

include, but is not limited to, a historical review of the Commission's continuing disclosure obligations and filings in connection with its Prior Issuances that are presently outstanding and which are no longer outstanding but, as of the date five years prior to the date of submission of the Questionnaire (as hereinafter defined), were outstanding; and the undertaking, at any time, of any applicable remedial filings with the MSRB deemed necessary for compliance with its continuing disclosure obligations.

Section 2. The Commission, through its Chief Financial Officer, is hereby authorized to participate in the MCDC Initiative, if in the discretion of the Executive Director and Chief Financial Officer after consultation with Commission officials, it is determined that the Commission may have made materially inaccurate statements in its bond and note offering documents relating to prior compliance with continuing disclosure obligations pursuant to the Rule in connection with its Prior Issuances issued during the period beginning five years prior to the date of submission of the Questionnaire.

Section 3. The Executive Director and the Chief Financial Officer of the Commission are hereby authorized to execute and deliver any and all documents and instruments, including the Municipalities Continuing Disclosure Cooperation Initiative Questionnaire for Self-Reporting Entities contained in the MCDC Initiative (the "Questionnaire"), and to do and cause to be done any and all acts and things necessary or proper for participating in the MCDC Initiative and all related transactions, including the Review, contemplated by this resolution.

Section 4. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

Section 5. This resolution shall become effective in accordance with applicable law.

Recorded Vote

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Sanchez, R.	<u>X</u>	—	—	—
Levine, J.	<u>X</u>	—	—	—
Graddy, R.	<u>X</u>	—	—	—
Cleaves, K.	<u>X</u>	—	—	—
Bazian, M.	<u>X</u>	—	—	—
DeVita, T.	<u>X</u>	—	—	—
Kolodziej, G.	<u>X</u>	—	—	—

I hereby certify that the foregoing Resolution was adopted by the Passaic Valley Water Commission at a duly convened meeting held on 11/16 2014, at which a quorum was present and acting throughout.

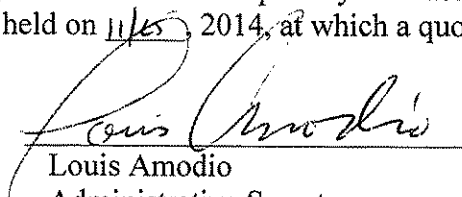

Louis Amodio
Administrative Secretary

EXHIBIT A

LFN 2014-9

July 23, 2014

Contact Information

Director's Office

V. 609.292.6613
F. 609.292.9073

Local Government Research

V. 609.292.6110
F. 609.292.9073

**Financial Regulation
and Assistance**

V. 609.292.4806
F. 609.984.7388

Local Finance Board

V. 609.292.0479
F. 609.633.6243

Local Management Services

V. 609.292.7842
F. 609.633.6243

Authority Regulation

V. 609.984.0132
F. 609.984.7388

Mail and Delivery

101 South Broad St.
PO Box 803
Trenton, New Jersey
08625-0803

Web:

www.nj.gov/divisions/dca/dlgs

E-mail: dlgs@dca.state.nj.us

Distribution

Chief Financial Officers
Municipal Clerks
Freholder/Board Clerks
Authority Officials
Auditors

Local Finance Notice

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Richard E. Costabile, III
Commissioner

Thomas H. Neff
Director

Secondary Bond Market Continuing Disclosure Commitments

This Notice is intended to give fair warning to local government officials, including Certified Municipal Finance Officers and comparable staff of authorities and other local governments, that there will be consequences for failing to have identified past noncompliance (where applicable) with continuing financial disclosure requirements related to outstanding bonds and other securities and determining by September 10, 2014 whether to take advantage of a compliance initiative offered by the Securities Exchange Commission's (SEC). While this notice is important for all local governments that have outstanding bonds, bond anticipation notes, and other securities, it is critically important where local governments anticipate a need to access financial markets in the near future - as with the need to "roll over" Bond Anticipation Notes or to issue bonds.

Continuing disclosure requirements are indirectly required pursuant to federal law. The CFO, or another local official, was generally required in one or more documents authorizing the issuance of debt (commonly called "Continuing Disclosure Agreements") to annually, or more frequently, publicly disclose certain information. Consequences of failing to live up to requirements will likely include future difficulty accessing credit markets. Consequences could include, among other things: (1) enforcement actions being brought by the SEC that will result in more severe penalties otherwise available pursuant to "the SEC's "Municipalities Continuing Disclosure Cooperation Initiative" (see below for discussion); (2) denial or deferral of applications made to the Local Finance Board or Director of the Division for various approvals; (3) actions against State licensures in the event of fraudulent attestations of compliance; and/or (4) decreased scores on future "Best Practices Questionnaires" (which will contain questions as to past compliance) that could trigger a withholding of a portion of State Aid.

It is important that you read this notice in its entirety and consult your public finance professionals so you understand your continuing disclosure obligations and what must be done to achieve compliance.

Local government access to capital is critical for advancing needed local infrastructure projects and meeting local cash flow needs. As a condition of providing access to capital in the form of debt, the financial community - at the time of buying debt and while debt remains outstanding - expects to be kept abreast of key financial information that could impact the value of securities in the secondary market. Legally, local governments have an obligation to provide certain information. They are obligated under federal law to issue certain information at the time of issuing new debt, and they are frequently contractually obligated to continue providing certain information while their debt remains outstanding.

Recently, the SEC and the financial community have focused attention on what is alleged to be a widespread failure of local government issuers across the nation to meet their continuing disclosure obligations. They maintain that local government issuers of debt frequently fail to meet their continuing disclosure obligations and misrepresent (sometimes innocently or inadvertently and other times fraudulently) their past compliance when issuing new debt.

Earlier this year, the SEC adopted a program to encourage local government issuers to self-identify past noncompliance and improve timely continuing disclosure in the future. Their program, known as the "Municipalities Continuing Disclosure Cooperation Initiative" essentially establishes lesser enforcement actions provided local government issuers (and others) self-identify past noncompliance and agree to a plan designed to prevent future noncompliance. You can read more about this program by visiting: <http://www.sec.gov/divisions/enforce/municipalities-continuing-disclosure-cooperation-initiative.shtml>). It is strongly recommended that local government officials proactively take steps to self-identify their own levels of compliance with Continuing Disclosure Agreements if they have outstanding debt and consult their public finance officials during this process to, among other things, determine if it is advisable to participate in the SEC's program.

The private marketplace is also taking steps to improve disclosure by more closely reviewing past compliance and, as appropriate, refraining from underwriting or buying new debt unless compliance has been achieved. It is critically important that local governments anticipating a need to access financial markets conduct a self-assessment of past continuing disclosure compliance and correct deficiencies. Failure to do so could bar, or delay, access to capital markets.

As part of your self-assessment, it is recommended that you first identify your continuing disclosure contractual obligations with respect to past issuances of debt while it remained (or remains) outstanding. These obligations generally include filing audits, budgets, and certain operating data with various depositories.

Continuing Disclosure Agreements generally specify what information must be filed and where it must be filed. It is critically important that each local government understand the commitments it has made and live up to them. However, the Division recommends, as a best practice, that local governments with continuing disclosure requirements file the following information through the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access (EMMA) website (www.emma.msrb.org) in addition to any information they had previously agreed to provide:

- a) As soon as available: The issuer's Annual Financial Statement -- or a variation thereof where an Annual Financial Statement is not statutorily required; and
- b) As soon as available: The Issuer's Audited Financial Statements; and
- c) As soon as available: The Issuer's adopted budgets; and
- d) Within 180 days of the end of the fiscal year: Annual Operating Data, consisting of:
 - (i) Debt Statistics
 - (ii) Property Tax Information and tax statistics where the issuer relies on property tax collections as a major source of revenue;
 - Net Assessed Valuation
 - Real Property Classifications
 - Ratio of Assessed Valuation to True Value
 - Percentage of Collection
 - Delinquent Tax and Tax Title Lien Information
 - Property Acquired By Tax Title Lien Liquidation
 - Tax Rates
 - Tax Levies
 - Largest Taxpayers
 - (iii) Other major revenue data and statistics where the issuer relies on revenues other than property tax collections;
 - Sewer and water billings;
 - Parking rents and collections;
 - Etc.
 - (iv) Capital Budget
 - (v) New Construction Permits
- e) Within 10 business days of the occurrence of any material events consisting of the following:
 - (i) Principal and interest payment delinquencies;
 - (ii) Non-payment related defaults, if material;
 - (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (v) Substitution of credit or liquidity providers, or their failure to perform;
 - (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - (vii) Modifications to rights of security holders, if material;
 - (viii) Bond calls, if material, and tender offers;
 - (ix) Defeasances;
 - (x) Release, substitution, or sale of property securing repayment of the Securities, if material;
 - (xi) Rating changes;

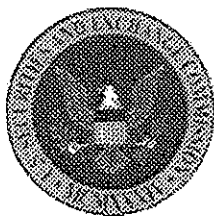
- (xii) Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 - (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- f) Any and all additional or other information or documents required by the specific continuing disclosure obligations of such Issuer, for any particular series of Securities outstanding.

You should also ensure that past official statements -- or similar documents issued with respect to new issuances of debt -- have accurately reported your past compliance with continuing disclosure requirements.

While not required, the Chief Financial Officer is encouraged to seek the assistance of an experienced professional to assist or undertake such self-assessment.

As a final matter, the Division will be drafting a proposed Local Finance Notice -- or other appropriate action -- to require: (1) CFOs to attest as part of budget submissions to the Division that appropriate steps are being taken to ensure compliance with continuing disclosure requirements; and (2) auditors to treat non-compliance with continuing disclosure requirements as an instance of non-compliance with prevailing laws, statutes, regulations, contracts and agreements that is required to be reported under *Government Auditing Standards*.

Approved: Thomas H. Neff, Director



U.S. Securities and Exchange Commission

ABOUT DIVISIONS ENFORCEMENT REGULATION EDUCATION FILINGS

Municipalities Continuing Disclosure Cooperation Initiative

Division of Enforcement

U.S. Securities and Exchange Commission

I. Introduction

The Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative") is intended to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents.

As described below, under the MCDC Initiative, the Division of Enforcement (the "Division") of the U.S. Securities and Exchange Commission (the "Commission") will recommend favorable settlement terms to issuers and obligated persons involved in the offer or sale of municipal securities (collectively, "issuers") as well as underwriters of such offerings if they self-report to the Division possible violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Exchange Act").¹

II. Background

Rule 15c2-12 generally prohibits any underwriter from purchasing or selling municipal securities unless the issuer has committed to providing continuing disclosure regarding the security and issuer, including information about its financial condition and operating data.² Rule 15c2-12 also generally requires that any final official statement prepared in connection with a primary offering of municipal securities contain a description of any instances in the previous five years in which the issuer failed to comply, in all material respects, with any previous commitment to provide such continuing disclosure.

The Commission may file enforcement actions under either Section 17(a) of the Securities Act of 1933 (the "Securities Act"), and/or Section 10(b) of the Exchange Act against issuers for inaccurately stating in final official statements that they have substantially complied with their prior continuing disclosure obligations. In such instances, underwriters for these bond offerings may also have violated the anti-fraud provisions to the extent they failed to exercise adequate due diligence in determining whether issuers have complied with such obligations, and as a result, failed to form a reasonable basis for believing the truthfulness of a key representation in the issuer's official statement. For instance, on July 29, 2013, the Commission charged a school district in Indiana and its underwriter with falsely stating to bond investors that the

school district had been properly providing annual financial information and notices required as part of its prior bond offerings.³ Without admitting or denying the Commission's findings, the school district and underwriter each consented to, among other things, an order to cease and desist from committing or causing any violations of Section 10(b) of the Exchange Act and Rule 10b-5. The underwriter also agreed to pay disgorgement and prejudgment interest of \$279,446 as well as a penalty of \$300,000.

The Commission has in the past emphasized that the likelihood that an issuer will abide by its continuing disclosure obligations is critical to any evaluation of its covenants. An underwriter's obligation to have a reasonable basis to believe that the key representations in a final official statement are true and accurate extends to an issuer's representations concerning past compliance with disclosure obligations. Indeed, this provision of Rule 15c2-12 was specifically intended to serve as an incentive for issuers to comply with their undertakings to provide disclosures in the secondary market for municipal securities, and also assists underwriters and others in assessing the reliability of the issuer's disclosure representations. Moreover, the Commission has in the past stated that it believes that it is doubtful that an underwriter could form a reasonable basis for relying on the accuracy or completeness of an issuer's ongoing disclosure representations without the underwriter affirmatively inquiring as to that filing history, and the underwriter may not rely solely on a written certification from an issuer that it has provided all filings or notices.⁴

Based on available information, and as highlighted in the Commission's August 2012 Municipal Market Report, there is significant concern that many issuers have not been complying with their obligation to file continuing disclosure documents and that federal securities law violations involving false statements concerning such compliance may be widespread.

III. The MCDC Initiative

A. Who Should Consider Self-Reporting to the Division?

To be eligible for the MCDC Initiative, an issuer or underwriter must self-report by accurately completing the attached questionnaire and submitting it within the following applicable time periods:

- For underwriters, beginning March 10, 2014 and ending at 12:00 a.m. EST on September 10, 2014; and
- For issuers, beginning March 10, 2014 and ending at 5:00 p.m. EST on December 1, 2014.

Information required by the questionnaire includes:

- identification and contact information of the self-reporting entity;
- information regarding the municipal securities offerings containing the potentially inaccurate statements;
- identities of the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each such offering;
- any facts that the self-reporting entity would like to provide to assist the staff in understanding the circumstances that may have led to the potentially inaccurate statement(s); and

- a statement that the self-reporting entity intends to consent to the applicable settlement terms under the MCDC Initiative.

Submissions may be made by email to MCDCsubmissions@sec.gov, by fax to (301) 847-4713 or by mail to MCDC Initiative, U.S. Securities and Exchange Commission, Boston Regional Office, 33 Arch Street, Boston, MA 02110.

C. Standardized Settlement Terms the Division Will Recommend

To the extent an entity meets the requirements of the MCDC Initiative and the Division decides to recommend enforcement action against the entity ("eligible issuer" or "eligible underwriter"), the Division will recommend that the Commission accept a settlement which includes the terms described below.⁵

1. Types of Proceedings and Nature of Charges

For eligible issuers, the Division will recommend that the Commission accept a settlement pursuant to which the issuer consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act for violation(s) of Section 17(a)(2) of the Securities Act.⁶ The Division will recommend a settlement in which the issuer neither admits nor denies the findings of the Commission.

For eligible underwriters, the Division will recommend that the Commission accept a settlement pursuant to which the underwriter consents to the institution of a cease and desist proceeding under Section 8A of the Securities Act and administrative proceedings under Section 15(b) of the Exchange Act for violation(s) of Section 17(a)(2) of the Securities Act. The Division will recommend a settlement in which the underwriter neither admits nor denies the findings of the Commission.

2. Undertakings

For eligible issuers, the settlement to be recommended by the Division must include undertakings by the issuers. Specifically, as part of the settlement, the issuer must undertake to:

- establish appropriate policies and procedures and training regarding continuing disclosure obligations within 180 days of the institution of the proceedings;
- comply with existing continuing disclosure undertakings, including updating past delinquent filings within 180 days of the institution of the proceedings;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved;
- disclose in a clear and conspicuous fashion the settlement terms in any final official statement for an offering by the issuer within five years of the date of institution of the proceedings; and
- provide the Commission staff with a compliance certification regarding the applicable undertakings by the issuer on the one year anniversary of the date of institution of the proceedings.

For eligible underwriters, the settlement to be recommended by the Division must include undertakings by the underwriters. Specifically, as part of the settlement, the underwriter must undertake to:

- retain an independent consultant, not unacceptable to the Commission staff, to conduct a compliance review and, within 180 days of the institution of proceedings, provide recommendations to the underwriter regarding the underwriter's municipal underwriting due diligence process and procedures;
- within 90 days of the independent consultant's recommendations, take reasonable steps to enact such recommendations; provided that the underwriter make seek approval from the Commission staff to not adopt recommendations that the underwriter can demonstrate to be unduly burdensome;
- cooperate with any subsequent investigation by the Division regarding the false statement(s), including the roles of individuals and/or other parties involved; and
- provide the Commission staff with a compliance certifications regarding the applicable undertakings by the Underwriter on the one year anniversary of the date of institution of the proceedings.

3. Civil Penalties

For eligible issuers, the Division will recommend that the Commission accept a settlement in which there is no payment of any civil penalty by the issuer.

For eligible underwriters, the Division will recommend that the Commission accept a settlement in which the underwriter consents to an order requiring payment of a civil penalty as described below:

- For offerings of \$30 million or less, the underwriter will be required to pay a civil penalty of \$20,000 per offering containing a materially false statement;
- For offerings of more than \$30 million, the underwriter will be required to pay a civil penalty of \$60,000 per offering containing a materially false statement;
- However, no underwriter will be required to pay a total amount of civil penalties under the MCDC Initiative greater than the following:
 - For an underwriter with total revenue over \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$500,000;
 - For an underwriter with total revenue between \$20 million and \$100 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$250,000; and
 - For an underwriter with total revenue below \$20 million as reported in the underwriter's Annual Audited Report – Form X-17A-5 Part III for the underwriter's fiscal year 2013: \$100,000.

D. No Assurances Offered with Respect to Individual Liability

The MCDC Initiative covers only eligible issuers and underwriters. The Division provides no assurance that individuals associated with those entities, such as municipal officials and employees of underwriting firms, will be offered similar terms if they have engaged in violations of the federal securities laws. The Division may recommend enforcement action against such individuals and may seek remedies beyond those available through the MCDC Initiative. Assessing whether to recommend enforcement action against an individual for violations of the federal securities laws necessarily involves a case-by-case assessment of specific facts and circumstances, including evidence regarding the level of intent and other factors such as cooperation by the individual.

E. No Assurances for Entities That Do Not Take Advantage of MCDC Initiative

For issuers and underwriters that would be eligible for the terms of the MCDC initiative but that do not self-report pursuant to the terms of the MCDC Initiative, the Division offers no assurances that it will recommend the above terms in any subsequent enforcement recommendation. As noted above, assessing whether to recommend enforcement action necessarily involves a case-by-case assessment of specific facts and circumstances, but entities are cautioned that enforcement actions outside of the MCDC initiative could result in the Division or the Commission seeking remedies beyond those described in the initiative. For issuers, the Division will likely recommend and seek financial sanctions. For underwriters, the Division will likely recommend and seek financial sanctions in amounts greater than those available pursuant to the MCDC Initiative.

Questions regarding the MCDC Initiative may be directed to MCDCinquiries@sec.gov.

¹ Recommendations by the Division to the Commission are subject to approval by the Commission.

² The issuers' agreement to make such disclosures is memorialized in a written undertaking frequently called a Continuing Disclosure Agreement. The Continuing Disclosure Agreement requires that issuer to file annual financial information and notices of certain material events with the Electronic Municipal Market Access, or EMMA, an electronic information repository system maintained by the Municipal Securities Rulemaking Board (MSRB), which is accessible to all investors on the internet.

³ *In the Matter of West Clark Community Schools*, AP File No. 3-15391 (July 29, 2013); *In the Matter of City Securities Corporation and Randy G. Ruhl*, AP File No. 3-15390 (July 29, 2013).

⁴ See "Municipal Securities Disclosure," Securities Exchange Act Release No. 34961 (November 10, 1994), 59 FR 59590, *supra* notes 50-54 (November 17, 1994). See also "Amendments to Municipal Securities Disclosure," Securities Exchange Act Release No. 34-62184A (May 26, 2010), 75 FR 331100, *supra* n. 348-362 (June 10, 2010).

⁵ The standardized settlement terms of the MCDC Initiative are only applicable to inaccurate statements concerning compliance with continuing disclosure obligations. The MCDC Initiative and the standardized settlement terms are not applicable to other material misstatements in final official statements or related communications or other misconduct. Any other potential misconduct is subject to investigation and separate enforcement action, if appropriate. If enforcement action is taken, entities may be subject to additional remedies for that misconduct, including additional financial sanctions.

⁶ Violations of Section 17(a)(2) require a finding of negligent conduct.

RESOLUTION: 14-109
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0483-08-r-39975 70256
PROCUREMENT OF COMPUTER EQUIPMENT

DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: CLEAVES

WHEREAS, PVWC requires the procurement of seven (7) new computers, one (1) desktop computer for PVWC's Engineering Department and six (6) laptop computers for PVWC's Clifton training room; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said computer equipment in the total amount of \$6,309.53 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-08-r-39975 70256 (herein the "State Contract"), and a copy of a memorandum dated November 10, 2014 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;


NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$6,309.53; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
GRADDY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
BAZIAN M.	___	___	<u>X</u>	___
DE VITA, T.	<u>X</u>	___	___	___
KOLODZIEJ, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #M0483-08-r-39975 70256
PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED NOVEMBER 10, 2014
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 14, 2014

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzhak Weiss

RE: State Contract Purchase -- Contract # M0483-08-r-39975 70256
Computers and Monitors

The Purification Department requires ten (10) monitors for the control office.

The State Contract purchase would be from Dell Marketing, L.P., of Round Rock, Texas, in the amount of \$2,105.90. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓
J. Gallagher

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: State Contract Purchase M0483-08-r-39975
Dell Marketing, L.P. 70256

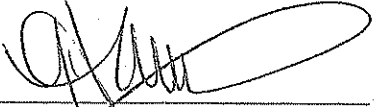
Amount of Project or Contract: \$ 2,105.90

1. Acct: # 001-0604-416-65-03 Computer Equipment

Specific Appropriation to which expenditures will be charged: Budget 2014

Other comments: Single Purchase: November 2014
Computer Equipment

Date of Certification: 11/14/2014 Certified: \$ 2,105.90



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

**QUOTATION**

Quote #: 695186086
 Customer #: 110986448
 Contract #: WN88ABZ
 Customer Agreement #: 70256 WSCA/NASPO
 Quote Date: 11/13/2014
 Customer Name: PASSAIC VALLEY WTR COMMISSION

Date: 11/13/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: RYAN PRICE PHONE: 1800 - 4563355
 Email Address: Ryan_Price@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 10 SYSTEM PRICE: \$210.59 GROUP TOTAL: \$2,105.90

Description	Quantity
Dell 23 Monitor - P2314H (320-9799)	10
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	10

***Total Purchase Price: \$2,105.90**
Product Subtotal: \$2,105.90
Tax: \$0.00
Shipping & Handling: \$0.00
State Environmental Fee: \$0.00
Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warranty/terms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/reseller/terms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms,

then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

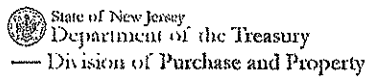
All information supplied to PASSAIC VALLEY WTR COMMISSION for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M0403_08-r- 39975	WSCA COMPUTER CONTRACT	DELL MARKETING LP	70256
M0003_11-r- 21493	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	77003

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Beckering, Linda

From: Simone, Wendy
Sent: Monday, November 10, 2014 4:41 PM
To: Beckering, Linda
Subject: monitors for control office
Attachments: Dell monitors for Control Office.pdf

Hi Linda,
I attached the monitors we need for the control office.
We need 10. If you need anything else let me know.
Thanks wendy

RESOLUTION: 14-110
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0483-08-r-39975 70256
PROCUREMENT OF COMPUTER MONITORS

DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: CLEAVES

WHEREAS, PVWC requires the procurement of ten (10) new computer monitors for the control office at the Little Falls plant; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said computer equipment in the total amount of \$2,105.90 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-08-r-39975 70256 (herein the "State Contract"), and a copy of a memorandum dated November 14, 2014 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said

certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced computers under the State Contract is hereby awarded to the Awardee in the total amount of \$2,105.90; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
GRADDY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
BAZIAN M.	___	___	<u>X</u>	___
DE VITA, T.	<u>X</u>	___	___	___
KOLODZIEJ, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
GLORIA KOLODZIEJ

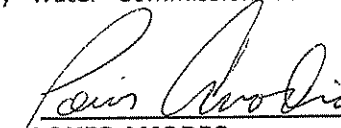


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission, at its meeting of November 25, 2014.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #M0483-08-r-39975
PROCUREMENT OF COMPUTER MONITORS**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED NOVEMBER 14, 2014
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 10, 2014

FROM: Purchasing Department


TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: State Contract Purchase -- Contract # M0483-08-r-39975 70256
Computers and Monitors

The Engineering has requested an upgrade to one system in that department and six (6) laptops for the Clifton training room.

The State Contract purchase would be from Dell Marketing, L.P., of Round Rock, Texas, in the amount of \$6,309.53. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio /
J. Duprey ✓
J. Gallagher

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

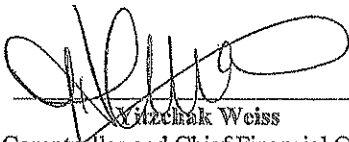
Description of Project or Contract: State Contract Purchase M0483-08-r-39975
Dell Marketing, L.P. 70256

Amount of Project or Contract: \$ 6,309.53
1. Acct: # 001-0604-416-65-03 Computer Equipment

Specific Appropriation to which expenditures will be charged: Budget 2014

Other comments: Single Purchase: November 2014
Computer Equipment

Date of Certification: 11/10/2014 Certified: \$ 6,309.53


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

*Melvin Rivera Workstation Upgrade**Engineering***QUOTATION**

Quote #: 694731561
 Customer #: 133751762
 Contract #: 70137
 Customer Agreement #: Dell Std Terms
 Quote Date: 11/06/2014
 Customer Name: PASSAIC VALLEY WATER COMMISSIO

Date: 11/6/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BRANDON LARRY PHONE: 1800 - 4563355
 Email Address: Brandon.Larry@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$2,144.63 GROUP TOTAL: \$2,144.63

Description	Quantity
Dell Precision T3610 CTO Base (210-AAAXE)	1
32GB (4x8GB) 1866MHz DDR3 ECC RDIMM (370-AATK)	1
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AADG)	1
Display Not Included (480-AAJX)	1
2 GB NVIDIA Quadro K2000 (2DP and 1DVI-I) (2DP-DVI and 1DVI-VGA adapter) (490-BBLZ)	1
1TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AAWN)	1
Integrated Intel AHCI chipset SATA controller (2 x 6Gb/s, 4 x 3.0Gb/s) - SW RAID 0/1/5/10 (403-BBDS)	1
No Media Card Reader (385-BBBL)	1
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	1
Thank you for buying Dell (421-9982)	1
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	1
Adobe Reader 11 (640-BBDH)	1
Dell Precision Optimizer (640-BBES)	1
Dell Data Protection Protected Workspace (640-BBEW)	1
Visit www.dell.com/encryption (640-BBHR)	1
Not Selected in this Configuration (640-BBHS)	1
Dell Applications for Windows 7 (658-BBIH)	1
Non RAID (780-BBCJ)	1
No Anti-Virus Software (650-AAAJ)	1
Windows 7 Professional, Canada MUI, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBJ)	1
US Order (332-1286)	1
Dell Precision T3610 685W Chassis (329-BBNO)	1
Dell USB Optical Mouse - MS111 - black (570-AAAJ)	1
No Energy Star (387-BBBE)	1
No Additional Network Card Selected (Integrated NIC included) (555-BBJO)	1
No Controller (526-BBBC)	1
8x Slimline DVD+-RW Drive (429-AAHH)	1

11/6/14

file:///C:/Users/pporcaro/AppData/Local/Microsoft/Windows/Temporary%20Internet%20... 11/6/2014

No Sound (510-BBBX)	1
Internal Speaker (520-AADM)	1
US/Thai/Philippines Power Cord (450-AAFS)	1
Windows 8.1 DVD OS Recovery(English) (620-AASU)	1
Dell Backup and Recovery Basic (637-AAAS)	1
No External Speaker (520-AABF)	1
English and French Shipping Docs (340-AAMK)	1
Dell Limited Hardware Warranty Plus Service Initial Year (934-7957)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (938-4338)	1
Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis 2 Year Extended (994-3102)	1
Basic Hardware Service: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (994-9150)	1
No Out-of-Band Systems MGMT,Dell Precision T3610 (631-AACZ)	1
Resource DVD not Included (430-XXYU)	1
No Additional Hard Drive (401-AADF)	1
No Additional Hard Drive (401-AADF)	1
Tech Sheet, English (340-AEYR)	1
Intel Xeon Processor E5-1620 v2 (Quad Core HT, 3.7 GHz Turbo, 10 MB),Dell Fixed Precision T3610 (338-BCTD)	1
Heatsink (412-AABW)	1
No DDPE Encryption Software (954-3465)	1
SHIP,PWS,LNK,NO,NO,AMF (340-AEYP)	1
No Storage Device or Recordable Media (414-BBBC)	1
C1 SATA 3.5 Inch, 1-2 Hard Drives (449-BBCG)	1
Chassis Intrusion Switch (461-AAAB)	1
Boot drive or boot volume is less than 2TB (411-XXXY)	1
Shipping Material for System (328-BBEO)	1
No Accessories (461-AABV)	1
PowerDVD Software not included (429-AABU)	1
No Additional Hard Drive (401-AADF)	1
Regulatory Label, Dell Precision T3610 (328-BBER)	1
Intel Xeon Label (389-BBRO)	1
No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client (386-BBBE)	1

*Total Purchase Price:	\$2,219.63
Product Subtotal:	\$2,144.63
Tax:	\$0.00
Shipping & Handling:	\$75.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or

consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

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You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

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About Dell

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Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

*Laptops for Training Classroom**Distribution***QUOTATION**

Quote #: 694733518
 Customer #: 133751762
 Contract #: 70137
 Customer Agreement #: Dell Std Terms
 Quote Date: 11/06/2014
 Customer Name: PASSAIC VALLEY WATER COMMISSIO

Date: 11/6/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BRANDON LARRY PHONE: 1800 - 4563355
 Email Address: Brandon.Larry@Dell.com Phone Ext: 80000

GROUP: 1 QUANTITY: 6 SYSTEM PRICE: \$681.65 GROUP TOTAL: \$4,089.90

Description	Quantity
Dell Latitude 3440, BTX (210-AAZF)	6
4GB (1x4GB) 1600MHz DDR3L Memory (370-AAQI)	6
Standard Keyboard, English (580-AAOC)	6
Intel HD Graphics 4400 (490-BBMU)	6
DW1705 Driver Latitude 3440 (555-BBKC)	6
500GB 5400rpm Hybrid HDD with 8GB Flash (400-AATU)	6
Windows 7 Professional, English, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBD)	6
US Order (332-1286)	6
4-Cell Battery (40 WHr) (451-BBDQ)	6
No Carrying Case (460-BBEX)	6
Internal / Non-Swappable Tray Load 8X DVD+-RW (429-AAIF)	6
DW 1705 + BT4.0 [802.11bgn + Bluetooth 4.0, 2.4 GHz, 1x1] (555-BBCB)	6
E5 Power Cord (US) (537-BBBD)	6
Windows 8.1 DVD OS Recovery(English) (620-AASU)	6
Dell Backup and Recovery Basic (637-AAAS)	6
BTS/BTP Shipment (800-BBGC)	6
System Documentation, English (340-ACOS)	6
ODM Info (640-BBIB)	6
ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (940-0017)	6
Dell Limited Hardware Warranty Plus Service Initial Year (940-0309)	6
ProSupport: 7x24 Technical Support, Initial (940-0387)	6
Accidental Damage Service, 1 year (973-9182)	6
No Warranty beyond initial term (988-7289)	6
Accidental Damage Service (988-7689)	6
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115 (989-3449)	6
Info, Complete Care Bundle (993-3389)	6
GCC SPL only (389-BCDK)	6

11/6/14

file:///C:/Users/norcaro/AppData/Local/Microsoft/Windows/Temporary%20Internet%20

11/6/2014

Standard On-Site Installation Declined (900-9987)	6
No Resource DVD (430-XXYG)	6
No Quick-Reference Guideline (340-AASE)	6
Energy Star Label (on shipment box) (340-AAPZ)	6
EPEAT Bronze Registered / Energy Star 6.0 Qualified (387-BBDU)	6
4th Gen Intel Core i5-4210U Processor (1.7 GHz, 3MB Cache, Dual Core) (338-BEQJ)	6
No DDPE Encryption Software (954-3465)	6
CFI,FEE,INTG,SO,AT,MED,PROCLWC,Factory Install (365-0531)	6
CFI,Information,VAL,CHASSISDEF,Factory Install (377-8262)	6
CFI,FEE,INTG,SO,AT,LGE,SYSBOX,Factory Install (365-0538)	6
Camera Included (319-BBBY)	6
Shipment Box (460-BBDK)	6
Fixed Hardware Configuration (998-BFYW)	6
No Power DVD (430-XXYY)	6
Intel Core i5 Processor Label (389-BCCI)	6
14.0" HD (1366x768) Anti-Glare WLED-backlit (391-BBGQ)	6
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	6
Software for Integrated Camera (319-BBBH)	6
Dell Digital Delivery Cirrus Client (340-AAUC)	6
Royalty for Waves MaxxAudio(R) 4 (340-ACYL)	6
Dell Power Manager (340-ADFZ)	6
Latitude 3440 Software Drivers (340-AFCY)	6
Thank you for buying Dell (421-9982)	6
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	6
Adobe Reader 11 (640-BBDI)	6
Dell Data Protection Protected Workspace (640-BBEU)	6
Not Selected in this Configuration (640-BBHQ)	6
Visit www.dell.com/encryption (640-BBHR)	6
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (658-BBMR)	6
McAfee SecurityCenter 12 month (525-0013)	6
65W AC Adapter, 3-pin (492-BBEM)	6

*Total Purchase Price:	\$4,089.90
Product Subtotal:	\$4,089.90
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale

(www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale

(www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to PASSAIC VALLEY WATER COMMISSIO for the purpose of this proposal is to be considered confidential information belonging to Dell.

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Dell Inc. listens to customers and delivers innovative technology and services they trust and value.

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Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



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T-Number	Title	Vendor	Contract #
MD003 11-r-21493	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	77003
MD483 08-r-39975	WSCA COMPUTER CONTRACT	DELL MARKETING LP	70256

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RESOLUTION: 14-111
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0003 11-r-21493 77560
AUTOCAD SOFTWARE/LICENSING UPGRADES
DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: GRADDY

Seconded by Commissioner: SANCHEZ

WHEREAS, upgrading the existing Year 2007 AutoCAD software in the Engineering Department with updated and more efficient software and related licensing will help improve efficiencies in the production and editing of electronic drawings and other related work products; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said software/licensing upgrades in the total amount of \$5,309.45 from SHI Corporation of Somerset, New Jersey (the "Awardee") under State Contract #M0003 11-r-21493 77560 (herein the "State Contract"), and a copy of a memorandum dated November 10, 2014 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the

General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

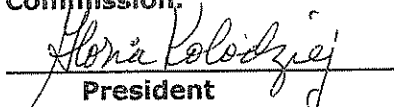
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the purchase of the above-referenced software/licensing upgrades under the State Contract is hereby awarded to the Awardee in the total amount of \$5,309.45; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
GRADDY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
BAZIAN M.	<u>X</u>	___	___	___
DE VITA, T.	<u>X</u>	___	___	___
KOŁODZIEJ, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

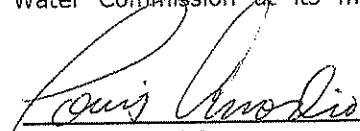

President
GLORIA KOŁODZIEJ


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #M0003 11-r-21493 77560
AUTOCAD SOFTWARE/LICENSING UPGRADES**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED NOVEMBER 10, 2014
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 10, 2014

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzhak Weiss

RE: State Contract Purchase – Contract # M0003 11-r-21493 77560
Software/Licensing

The Engineering Department needs to have their AutoCad software/licensing upgraded.

The State Contract purchase will be from SHI Corporation of Somerset, New Jersey in the amount of 5,309.45. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio ✓
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:


Description of Project or Contract: State Contract Purchase – M0003 11-r-21493
77560
SHI International Corporation

Amount of Project or Contract: \$ 5,309.45
1. Acct: # 001-0901-419-95-07 Capital / Computers and Software

Specific Appropriation to which expenditures will be charged: Capital Budget 2014

Other comments: Single Purchase: Contract Commencing: November 2014
Software/Licensing

Date of Certification: 11/10/2014 Certified: \$ 5,309.45



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

AutoCAD Upgrade



Engineering

Pricing Proposal
Quotation #: 8530105
Created On: 9/11/2014
Valid Until: 12/1/2014

Passaic Valley Water Commission

Patrick Porcaro
1525 Main Avenue
Clifton, NJ 07011
United States
Phone:
Fax:
Email: pporcaro@pvwc.com

Inside Account Manager

Brian Dosil
290 Davidson Avenue
Somerset, N.J 08873
Phone: 1-888-744-4084
Fax: 1-888-896-8860
Email: Brian_Dosil@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Autodesk AutoCAD Design Suite Standard 2015 Government Standalone License ELD Dlt Solutions - Part#: 9701-8714ELS	1	\$3,664.02	\$3,664.02
2 Autodesk AutoCAD Design Suite Standard 2015 Government Dlt Solutions - Part#: 9701-8714XW1	1	\$457.04	\$457.04
3 Autodesk AutoCAD LT 2015 Government Standalone License Dlt Solutions - Part#: 9701-0122S	1	\$1,026.91	\$1,026.91
4 Autodesk AutoCAD LT 2015 Government Subscription Dlt Solutions - Part#: 9701-0122XW1	1	\$161.48	\$161.48
5 ProductivityNOW - Imaginit ProductivityNOW Portal: Features for IMAGINIT Subscription only customers includes utility downloads: installation toolkit and IMAGINIT Utilities for Revit. Dlt Solutions - Part#: 9971-2275	1	\$0.00	\$0.00
Total			\$5,309.45

Additional Comments

NJ Software State Contract #77560

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.
SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for your future software and hardware needs.
For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is

11/6/14



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T-Number	Title	Vendor	Contract #
M0003 11-T-21493	SOFTWARE LICENSE & RELATED SER	SHI INTERNATIONAL CORP	77560

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RESOLUTION: 14-112
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T437C 07-x-37986
PROCUREMENT OF COPIER EQUIPMENT

DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: GRADDY

Seconded by Commissioner: SANCHEZ

WHEREAS, PVWC requires the procurement of two (2) new copiers, one for the Administrative offices and the other for the Purification Department; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the said copier equipment in the total amount of \$24,551.28 from Xerox Corporation of Fairfield, New Jersey (the "Awardee") under State Contract #T437C 07-x-37986 (herein the "State Contract"), and a copy of a memorandum dated November 10, 2014 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

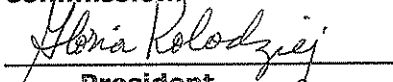
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;


1. That the purchase of the above-referenced copiers under the State Contract is hereby awarded to the Awardee in the total amount of \$24,551.28; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
GRADDY, R.	<u>X</u>	___	___	___
CLEAVES, C.	<u>X</u>	___	___	___
BAZIAN M.	<u>X</u>	___	___	___
DE VITA, T.	<u>X</u>	___	___	___
KOLODZIEJ, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

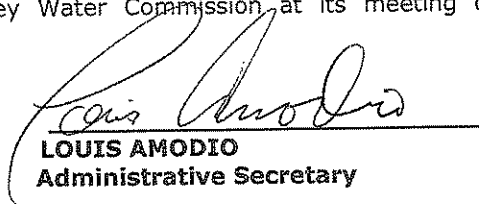

President
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T437C 07-x-37986
PROCUREMENT OF COPIER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED NOVEMBER 10, 2014
PVWC'S FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 10, 2014

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: State Contract Purchases
Contract # T437C 07-x-37986

The Commission is in need of replacing two (2) copiers that are very often in a state of disrepair and it is becoming increasingly difficult to locate parts. One will be for the Administrative offices and the other for Purification.

Research has shown that leasing is the more economical route to take with the cost per copy maintenance remaining fixed for the term of the lease. The machines are owned at the end of the lease. The leases will be through Xerox Corporation of Fairfield, New Jersey.

Administration: Xerox WC775PG - 36 months @ \$440.31 = \$15,851.16

Purification: Xerox W7845PT - 36 months @ \$241.67 = \$ 8,700.12

Total = \$24,551.28

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: State Contract Purchase T437C-07-x-37986
Xerox Corporation (68053)


Amount of Project or Contract: \$ 24,551.28

1. Acct: # 001-0901-419-70-61 Purchases / Copier Expense

Specific Appropriation to which expenditures will be charged: Budget 2014/2015/2016

Other comments: Single Purchase: November 2014
Copiers

Date of Certification: 11/10/2014 Certified: \$ 24,551.28



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Lease Pricing PROPOSAL



Presented to PASSAIC VALLEY WATER COMMISSION

By Travis Carpenter

On 10/20/2014

Negotiated Contract : 071043501

Solution		Agreement Information		Requested Install Date
Item	Product Description			
1. WC7775PG (TAA WORKCENTRE 7775)	<ul style="list-style-type: none"> - Embedded Fax-1 Line - Adv Finisher-2/3hole - Network Scanning Kit - Customer Ed - Analyst Services 	Lease Term:	36 months	10/15/2014
		Purchase Option:	\$0.00	

Monthly Payments					
Item	Lease	Print Prices			Maintenance Plan Features
1. WC7775PG	\$440.31	1: BW	All Prints	\$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	All Prints	\$0.0850	
Total	\$440.31	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of PASSAIC VALLEY WATER COMMISSION. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 11/19/2014.

For any questions, please contact me at (973)812-4400



Beckering, Linda

From: Amodio, Louis
Sent: Wednesday, September 17, 2014 3:43 PM
To: Beckering, Linda
Cc: JBella; 'Amodio, Louis (LAMODIO@PVWC.com)'; Duprey, Jim (JGDUPREY@PVWC.com); Breseman, Lisa
Subject: RE: Copier Replacement

Linda,

Per Joe Bella, please replace it.

Thank you

Louis Amodio
Administrative Secretary
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011
973-340-4310 (Office)
973-340-4324 (Fax)

From: Beckering, Linda
Sent: Wednesday, September 17, 2014 3:39 PM
To: Amodio, Louis
Subject: Copier Replacement

Hi Lou,

The Ricoh 7500 copier utilized by the Administrative offices is now eight (8) years old with over 1,400,000 copies on it. It now breaks down regularly and should be replaced.

I would like to know the Commission's intent.

Thank you,

Linda Beckering
Purchasing Agent
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(T) 973-340-4315
(F) 973-340-5584
lbeckering@pvwc.com

Lease Pricing PROPOSAL



Presented to Passaic Valley Water

By Anthony Turiello

On 11/7/2014

Negotiated Contract : 072610000

Solution		Agreement Information		Requested Install Date
Item	Product Description			
1. W7845PT (W7845PT TANDEN)	<ul style="list-style-type: none"> - Wireless Print Kit - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term:	36 months	11/21/2014
		Purchase Option:	FMV	

Monthly Payment					
Item	Lease	Print Charge		Maintenance/Paid Status	
1. W7845PT	\$241.67	1: BLACK 2: COLOR	All Prints 1 - 1,000 1,001+	\$0.0060 Included \$0.0600	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$241.67	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Passaic Valley Water. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/7/2014.

For any questions, please contact me at (973)812-4400



Beckering, Linda

From: Prantis, David
Sent: Tuesday, October 28, 2014 2:54 PM
To: Beckering, Linda
Cc: Lucianin, Gregg
Subject: RE: new printer/copier/scanner/fax for Lab

Hi Linda,

Presently we have a Ricoh Aficio MP C4500, so we will need something that has the same capability. Faxing; scanning to users on the network; and networked printing with capability for various paper sizes, hole punching, duplex printing and stapling.

David Prantis
PVWC Laboratory Manager

From: Beckering, Linda
Sent: Monday, October 27, 2014 9:28 AM
To: Prantis, David; Beckering, Linda
Cc: Lucianin, Gregg
Subject: RE: new printer/copier/scanner/fax for Lab

Good Morning Dave,

You will need to let me know specifics as to what you require and I will get a quote from Dell.

Linda Beckering
Purchasing Agent
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
(T) 973-340-4315
(F) 973-340-5584
lbeckering@pvwc.com

From: Prantis, David
Sent: Friday, October 24, 2014 9:10 AM
To: lbeckering@pvwc.com
Cc: Lucianin, Gregg
Subject: new printer/copier/scanner/fax for Lab

Hi Linda, we need to start the process for getting a new unit for the Lab, it seems the present one is reaching its sunset years. When you have a chance maybe you can let me know how I go about getting it replaced. Thanks,

David Prantis

.....
Laboratory Manager
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512

O: 973-237-2045
F: 973-237-2025
24/7: 973-340-4300
PVWC Laboratory: 973-237-2066
www.pvwc.com



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T437A 06-x-37720	COPIERS - COST PER COPY	CANON SOLUTIONS AMERICA INC	64038
T437A 06-x-37720	COPIERS - COST PER COPY	CANON SOLUTIONS AMERICA INC	64046
T437A 06-x-37720	COPIERS - COST PER COPY	RICOH USA INC	64039
T437A 06-x-37720	COPIERS - COST PER COPY	CANON SOLUTIONS AMERICA INC	64047
T437A 06-x-37720	COPIERS - COST PER COPY	IMAGE SYSTEMS FOR BUSINESS	65260
T437A 06-x-37720	COPIERS - COST PER COPY	KONICA MINOLTA BUSINESS	64044
T437A 06-x-37720	COPIERS - COST PER COPY	KYOCERA DOCUMENT SOLUTIONS	64048
T437A 06-x-37720	COPIERS - COST PER COPY	LANIER WORLDWIDE INC	64043
T437A 06-x-37720	COPIERS - COST PER COPY	SHARP ELECTRONICS CORP	64040
T437A 06-x-37720	COPIERS - COST PER COPY	STEWART BUSINESS SYSTEMS LLC	64041
T437A 06-x-37720	COPIERS - COST PER COPY	XEROX CORPORATION	64042
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	SHARP ELECTRONICS CORP	68052
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	KONICA MINOLTA BUSINESS	68256
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	LANIER WORLDWIDE INC	68060
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	CANON SOLUTIONS AMERICA INC	68050
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	RICOH USA INC	68057
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	XEROX CORPORATION	68053
T437C 07-x-37986	DIGITAL COLOR COPIERS AND COLOR COPIER/PRINTERS - COST PER COPY	FOSHIBA AMERICA BUSINESS	68058

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RESOLUTION: 14-113
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: GRADDY

Seconded by Commissioner: SANCHEZ

WHEREAS, on September 4, 2014 five (5) bids were received by PVWC for Contract No. 14-B-20 "Water Storage Improvements Phase 1-Verona Water Tank No. 2"; and

WHEREAS, the second apparent low bidder, Fischer Tank Company of Cropwell, Alabama ("Fisher"), in a letter dated September 9, 2014 asserted, among other things, that the bid (the "Bid") submitted by the apparent lowest numerical bidder, Montana Construction Group, Inc. ("Montana"), contains a significant fatal defect which, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "Law") requiring that the Bid be declared "Non-Responsive", thus constitutes an in-curable defect and that Montana's Bid should be rejected as fatally defective under applicable New Jersey law; and

WHEREAS, PVWC's General Counsel therefore determined that a bid protest hearing should be conducted pursuant to the Law; and

WHEREAS, PVWC's notice of hearing letter dated September 16, 2014 was sent to all bidders, a hearing was conducted by PVWC on September 30, 2014 at the offices of PVWC as indicated in the Notice, and was attended by appropriate PVWC personnel, Hatch Mott MacDonald, LLC, (the independent expert retained by PVWC for this project) ("Expert"), and representatives for the first and second apparent low bidders; and

WHEREAS, Caldwell Tanks, Inc., Scafar Contracting, Inc. and Farraro Construction Corporation (the third, fourth and fifth apparent

low bidders, respectively) confirmed notice of the hearing, but elected not to attend said hearing; and

WHEREAS, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC considered the rejection of all bids and re-bidding the contract in accordance with the Law or, in the alternative, the rejection of one or more of the bids as materially defective, unresponsive, not responsible, or for other reasons required by the Law; and, awarding the contract to the lowest "responsive, responsible" bidder; and

WHEREAS, it was determined that the apparent low bidder, Montana, could not produce evidence satisfactory to the Commission that it met the requirements of the bid documents relating to its qualifications, as set forth in the specifications, a material factor in determining the ability of bidders to perform the necessary tasks constituting the Scope of Work under the Contract; and

WHEREAS, based on the testimony elicited and the issues raised by counsel at the hearing, and a review of information and documentation submitted at, and/or subsequent to, the hearing in connection therewith, the testimony adduced, as well as the documentation and follow-up inquiries as described herein, conclusively determined that the lowest responsible, responsive bid submitted to be that of Fischer (the "Awardee") with respect to said bid, in the amount of \$2,354,900.00; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

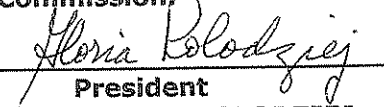
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:


1. That Contract No. 14-B-20 "Water Storage Improvements Phase 1-Verona Water Tank No. 2" in the total amount set forth hereinabove in connection with the above described goods and services as also set forth hereinabove is hereby awarded to the Awardee as also set forth hereinabove, subject to approval of the Commissioner of the New Jersey Department of Environmental Protection ("DEP") in accordance with the Amended Administrative Consent Order of said DEP, EA ID #NEA080001-1605002, or other action, as said Commissioner deems necessary to separate this portion of the Project from the remaining requirements mandated pursuant to said order and the applicable law and regulations; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to the solicitation for bids made in connection with Contract 14-B-20 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
BAZIAN M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
KOLODZIEJ, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.


LOUIS AMODIO
Administrative Secretary

Amodio, Louis

From: Amodio, Louis
Sent: Monday, December 01, 2014 11:04 AM
To: Amodio, Louis
Subject: FW: PVWC - Reservoirs Deadline Extension for Levine Tanks Only

----- Original Message -----

Subject: To confirm our conversation - PVWC's AACO schedule extension for the Levine Reservoir project
From: Lisa Tracy <Lisa.Tracy@dep.nj.gov>
To: "Bella, Joe" <JABELLA@PVWC.com>
CC: Fred Sickels <Fred.Sickels@dep.nj.gov>, Karen Fell <Karen.Fell@dep.nj.gov>, Rich Paull <Rich.Paull@dep.nj.gov>

Hi Joe - this is to confirm our conversation, earlier today.

DEP's intention in our October 1, 2014 letter to PVWC, responding to PVWC's September 25, 2014 schedule extension request letter, was ONLY to extend the deadline for activities specifically related to the Levine Reservoir portion (and, in effect, New Street Reservoir portion) of the AACO. No deadlines have been extended for the Verona tank and LTWTP portions of the Phase 1 project, or for the corrosion control treatment section of the AACO.

Please let me know if this does not provide the clarification needed. Lisa

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: 14-B-20 – Fisher Tank Company

Amount of Project or Contract: \$ 2,354,900.00

1. Acct: # 001-0901-419-95-24 Capital / Reservoir Covers

Specific Appropriation to which expenditures will be charged: Capital Budget 2014/2015

Other comments: Three Hundred (300) Days - Contract Commencing: November 2014
Water Storage Improvements – Phase 1
Verona Water Storage Tank No. 2

Date of Certification: 10/20/2014 Certified: \$ 2,354,900.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 9, 2014

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzhak Weiss

RE: Contract # 14-B-20
Water Storage Improvements – Phase 1
Verona Water Storage Tank No. 2

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Of the five (5) bids received, the apparent low proposal was submitted by Montana Construction Corporation, Inc., of Lodi, New Jersey, in the amount of \$2,279,750.00.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Contract # 14-B-20
Water Storage Improvements - Phase I
Verona Water Storage Tank No. 2

Bids Received: September 4, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Pittsburgh Tank & Tower Co Inc 306 Larue Road Henderson, Kentucky 42420 ddavis@watertank.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, New Jersey 07601 jvalenti@jfoson.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Montana Construction Inc. 80 Contant Avenue Lodi, New Jersey 07644 vsantate@montanacconstructioninc.co	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,279,750.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Allied Construction Group, Inc. 499 Washington Road Parlin, New Jersey 08859 mmarcinzyk@alliedconstructiongroup.co	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Northeast Remisco Construction Inc 1435 Route 34 South - Building B Farmingdale, New Jersey 07727 christine.charcalla@northeastremisco	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

Contract # 14-B-20
Water Storage Improvements - Phase I
Verona Water Storage Tank No. 2

Bids Received: September 4, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Fisher Tank Company 3600 South Martin Street - Suite 12 Cropwell, Alabama 35054 rdavis@fishertank.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$2,354,900.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Caldwell Tanks, Inc. 4000 Tower Road Louisville, Kentucky 40219 cburke@caldwelltanks.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$2,393,000.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Ferraro Construction Corporation 5 Park Drive Franklin, New Jersey 07416 laurea@ferraroconstruction.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,167,497.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Allied Painting, Inc. 4 Larwin Road Cherry Hill, New Jersey 08034 mgrochowski@alliedpaintinginc.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$	No Bid	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Bendlin, Inc. 1037 Route 46 East - Suite 207 Clifton, New Jersey 07013 r.bendlin@bendlininc.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

Contract # 14-B-20
Water Storage Improvements - Phase I
Verona Water Storage Tank No. 2

Bids Received: September 4, 2014

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check CA- Cashier's Check BB- Bid Bond				
Hutton Construction, LLC 41 Village Park Road Cedar Grove, New Jersey 07009 hutton@hutton1.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$				Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Scafar Contracting, Inc. 225 Pacific Street Newark, New Jersey 07114 info@scafar.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00		\$2,503,369.00		<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
DMR Construction Svcs, Inc. 160 Hopper Avenue Waldwick, New Jersey 07463 pkaczkin@dmrconstruct.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$				Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$				Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$				Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 14-114
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 25, 2014

Approved as to form and legality by Law Department on basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

Introduced by Commissioner: GRADDY

Seconded by Commissioner: DE VITA

WHEREAS, on November 25, 2014 three (3) bids were received by Passaic Valley Water Commission ("PVWC"), within the stipulated time frame required for submission of bids, for Contract No. 14-B-32 "Electric Energy Supply for Hourly Accounts"; and

WHEREAS, the bid documents included unit price bid items for each of PVWC's three major electric supply accounts, and for PVWC's additional accounts, with corresponding quantities (in kilowatt-hours) stipulated for each of these accounts, all commencing with the first meter read after December, 2014 and ending with the first meter read after December, 2015 (for a total contract duration for each account of approximately 12 months) for Alternative A, and ending with the first meter read after December 2016 (for a total contract duration for each account of approximately 24 months for Alternative B); and

WHEREAS, said bids have been reviewed by EnStrat Analytics of Burlington, Connecticut ("EnStrat"), through CH2M Hill, Inc. of Parsippany, New Jersey, the Commission's consultant for this project, who has selected Alternative B, and based on the said alternative, EnStrat has determined that Constellation New Energy, Inc. of Baltimore, Maryland submitted the lowest responsive, responsible bid, and, based on the stipulated quantities and appropriate unit prices bid, for the term set forth hereinabove, in the total amount of \$7,451,664.00; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, the Executive Director, Director of Engineering, and Director of Purchasing; (and PVWC's General Counsel as to form and legality) have reviewed EnStrat's recommendations concerning award of said contract and concur with same; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated November 25, 2014, along with a copy of EnStrat's memorandum dated November 25, 2014 entitled "Contract 14-B-32 Electric Energy Supply" summarizing EnStrat's review of bids received and recommendations concerning award is attached hereto and made a part hereof; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto;

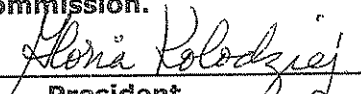
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract No. 14-B-32 "Electric Energy Supply for Hourly Accounts" based on the stipulated quantities for the appropriate Bid Items all as set forth hereinabove, in the amount of \$7,451,664.00 in connection with the above described goods and services is hereby awarded to the Awardee set forth herein; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 14-B-32 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
BAZIAN M.	—	—	—	<u>X</u>
DE VITA, T.	<u>X</u>	—	—	—
KOLODZIEJ, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

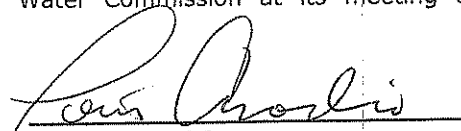

President
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 25, 2014.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 25, 2014

FROM: Purchasing Department

TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **Contract # 14-B-32**
Electric Energy Supply for Hourly Accounts

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations. The Finance Department has certified the availability of funds (see attached).

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Constellation New Energy, Inc.**, of Baltimore, Maryland, in the amount of **\$7,451,664.00 - (\$3,725,832 annually)**..

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: 14-B-32 - Constellation New Energy, Inc.


Amount of Project or Contract: \$7,451,664.00

1. Acct: # 001-1501-422-73-05 Purchases / Power & Electric / Pump System

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: Two (2) Year Contract Commencing: January 2015
Electric Energy Supply for Hourly Accounts

Date of Certification: 11/25/2014 Certified: \$ 7,451,664.0



Witzchak Weiss
Comptroller and Chief Financial Officer

YV:lb

November 25, 2014

Memorandum

To: Passaic Valley Water Commission

From: Brandon Fowler, Russell Ford

RE: Contract 14-B-32 Electric Energy Supply

Introduction

The CH2MHill/Enstrat team assisted PVWC staff in an effort to secure a power supply agreement to take effect upon the termination of the current contract at the end of 2014. To ensure the performance of transaction due diligence, a rigorous competitive market solicitation designed to conform to PVWC policies was issued to a representative cross-section composed of 18 reputable suppliers.

At the appointed time, bids were received from the following suppliers:

1. Constellation New Energy
2. ConEd Solutions
3. South Jersey Industries

Results and recommendations

As detailed in the attached competitive bid analysis, the result of the bidding process indicates that the best offering has been tendered by:

Constellation New Energy

The price received represents a modest decrease of approximately \$157,000 under the current budget and is consistent with the prevailing market price observed on bid day for the contract terms requested. *The recommended term is for a two-year period*—the maximum allowed—and reflects the relatively economic market condition today with considerable upside price risk and limited downside potential.

PVWC originates all contract terms and conditions, ensuring that all bids are on an equitable basis.

The CH2MHill/Enstrat team recommends the selection of X for electrical supply for a two-year term.

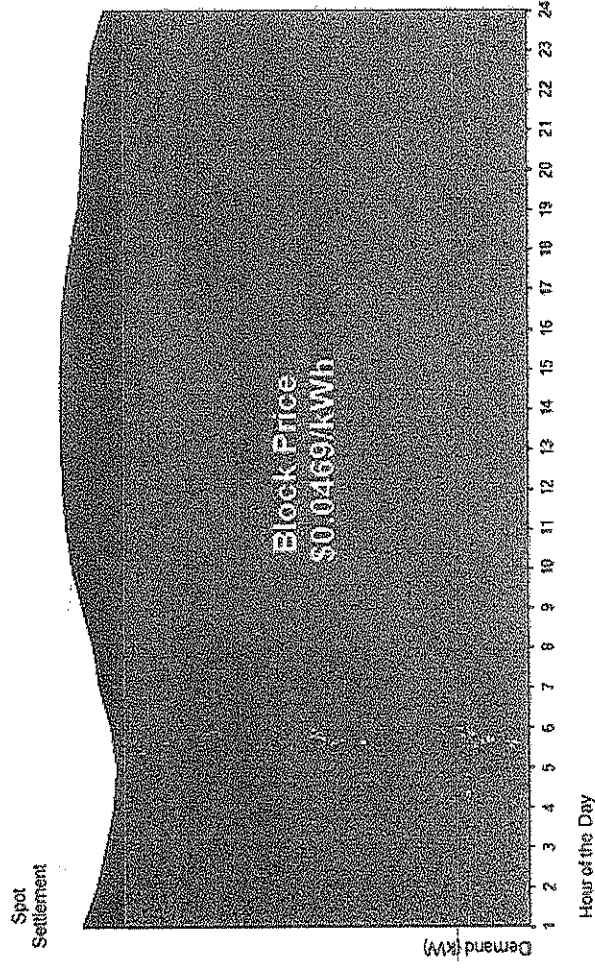
PVWC Electricity Status

November 25, 2014

Current Electric Contract Status

Electric supply contract with Constellation Energy was signed in Nov '12

- Current term for Supplier service is Jan '13 to Dec '14
- 2-Year, Block & Index Structure
- Block price is \$0.0469/kWh (vs. previous \$0.0535/kWh)
- Block + PJM prices are \$0.0758/kWh (vs. previous \$0.0739/kWh)



Status of Next Electric Contract

Current electric contract will expire next month;

- RFP language was revised and released October 9, 2014
 - RFP / Contract complies with PVWC procurement protocols
 - The three primary IDR accounts will be bid under a Block & Index Structure, reshaped for optimum block coverage
 - 47 secondary accounts will be bid under a fixed price offer, competing with the utility BGS tariff
- 1 & 2-year terms, beginning Jan '15, have been requested
- Three suppliers have shown a willingness to bid under PVWC's contract wording:
 - Constellation (incumbent)
 - South Jersey
 - ConEdison
- Bids are due today, November 25th 2014 at 10:30am. Results follow.

11/25/2014

Proprietary and Confidential

Electric Supplier Costs, Delivered to EDC
12 & 24-Month, Block cost + Retail adders, beginning January 2015
Received November 25, 2014

Primary	Current		1-Year		2-Year		Annual Cost		Time Received
	Current	Current Cost	1-Year	Annual Cost	2-Year	Annual Cost	Annual Cost	Annual Cost	
Constellation	\$0.0758	\$2,973,334	\$0.0766	\$3,004,402	\$0.0749	\$2,938,097	\$2,938,097	\$2,938,097	10:02AM
South Jersey			\$0.0821	\$3,222,150	\$0.0798	\$3,131,874	\$3,131,874	\$3,131,874	10:26AM
ConEdison			\$0.0776	\$3,045,598	\$0.0763	\$2,995,025	\$2,995,025	\$2,995,025	10:03PM 11/24

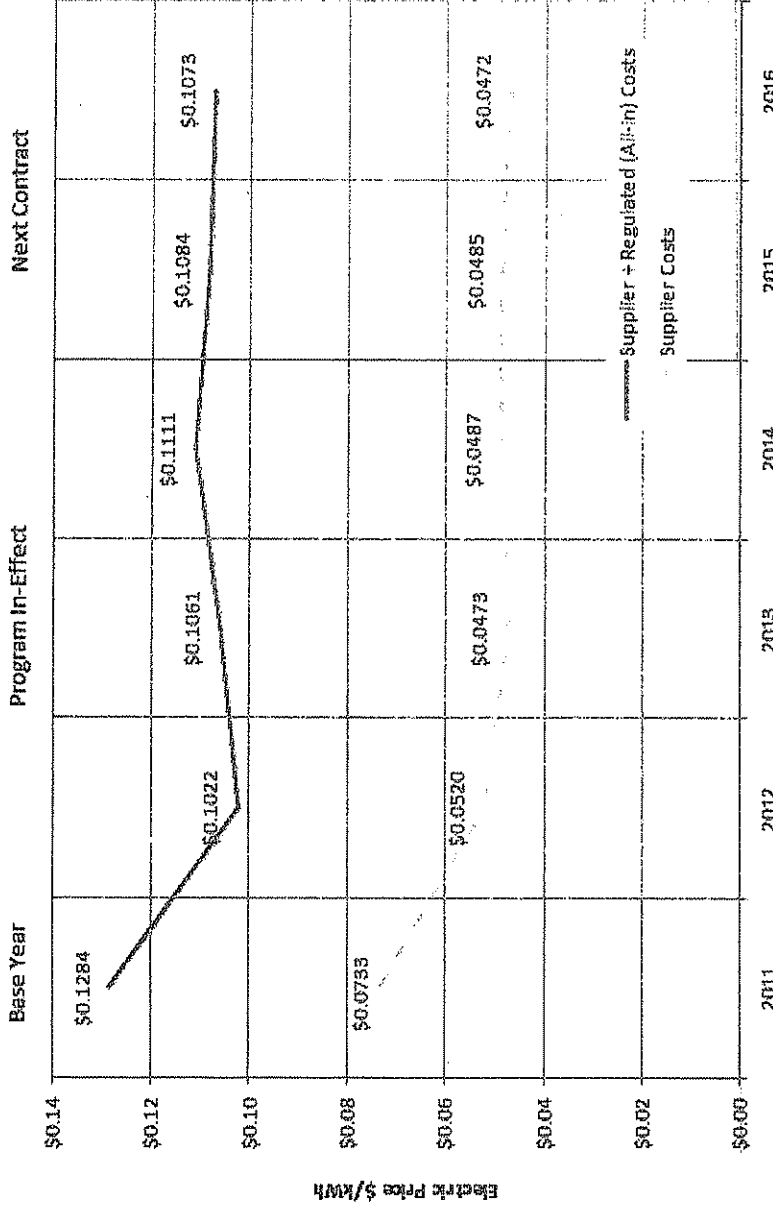
Secondary

Utility BGS	\$0.1132	\$910,007							
Constellation			\$0.0972	\$781,143	\$0.0980	\$787,735	\$787,735	\$787,735	10:02AM
South Jersey			\$0.1009	\$811,104	\$0.0982	\$789,448	\$789,448	\$789,448	10:26AM
ConEdison			\$0.1014	\$815,471	\$0.1000	\$804,032	\$804,032	\$804,032	10:03PM 11/24
Total Cost, Low Bid		\$3,883,342		\$3,785,546		\$3,725,832	\$3,725,832	\$3,725,832	
Change From Current				-\$97,796		-\$157,509	-\$157,509	-\$157,509	

Includes energy, congestion, ancillaries, ISO charges, capacity and transmission, RPS and NJ SUT.
Does not include utility distribution costs.
Prices in \$/kWh.

Five-Year Price Performance

Procured Supplier and All-In prices over time.



**RESOLUTION 14-115
PASSAIC VALLEY WATER COMMISSION**

RESOLUTION URGING COLLECTIVE ACTION WITH RESPECT TO THE PASSAIC VALLEY WATER COMMISSION'S ("PVWC") FINISHED WATER RESERVOIRS AND THE ADMINISTRATIVE CONSENT ORDER ("ACO") ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE STATE OF NEW JERSEY ("DEP") PURSUANT TO 40 CFR PARTS 9, 141 AND 142 REGARDING NATIONAL PRIMARY DRINKING WATER REGULATIONS: LONG TERM 2 ENHANCED SURFACE WATER TREATMENT RULE ("LT2")

DATE OF ADOPTION: NOVEMBER 25, 2014

Introduced by Commissioner: RIGOBERTO SANCHEZ

Seconded by Commissioner: MENACHEM BAZIAN

WHEREAS, numerous citizens and public and private corporate entities have expressed their concerns with respect to the Finished Water Reservoir Projects ("Projects") proposed for addressing compliance by PVWC with the LT2 regulations as ordered by the New Jersey Department of Environmental Protection ("DEP") pursuant to the Amended Consent Order of said DEP, ES ID #NEA080001-1605002 ("A.C.O."); and

WHEREAS, those entities and individuals represent broad segments of the public which PVWC serves, and;

WHEREAS, PVWC was created by the Cities of Paterson, Passaic and Clifton (the "Owner Cities") for the purpose of providing sufficient potable water to supply said Owner Cities and surrounding Municipalities and Counties, and has done so for many decades in a most cost-efficient and effective manner; and

WHEREAS, it is reasonably anticipated that the above functions of PVWC will continue for many decades to come; and

WHEREAS, PVWC wishes to work cooperatively with its customers and other constituencies to continue to provide safe drinking water at affordable prices in sufficient amounts to meet the domestic and commercial needs of those people; and

WHEREAS, numerous members of the public and public and private entities, not directly contributing financial assistance to the Projects will benefit directly from the completion of the Projects by having available to them vitally important safe potable water supply on a continuing and reliable basis; and

WHEREAS, it is anticipated that such cooperative efforts will necessarily include any, legislative assistance with financing and other such assistance or advice as is necessary and appropriate at the Regional, State or Federal level to accomplish these mutually beneficial goals in accordance with the mandated mission of PVWC in this regard; and

WHEREAS, numerous local government bodies have adopted Resolutions urging a re-evaluation of the currently approved Plan set forth in the ACO and delay of implementation of same until additional public input is received and alternatives are examined; and

WHEREAS, one alternative which should be examined and carefully considered as a far more cost-effective, and lower impact alternative from a cultural, historical, aesthetic and Land Use Planning perspective, is to require the City of Newark and PVWC to seek to create a single reservoir, sufficient to provide for the water supply and health and safety needs of both systems, in accordance with the need for finished water supply, to the extent feasible.

NOW THEREFORE BE IT RESOLVED THAT:

1. PVWC resolves to work with all such individuals, customers, corporate, industrial, commercial and non-profit groups to devise acceptable and affordable methods and solutions which are culturally and aesthetically compatible with the needs of said individuals, groups and entities.
2. PVWC welcomes the opportunity to work with said individuals, groups and entities, in concert with concerned Federal, State, Regional and local elected and appointed officials, including such similarly situated public water purveyors such as the City of Newark in a cooperative effort to achieve the goals expressed herein.
3. It is fair and reasonable to expect that Federal, State and Regional constituencies contribute to the financing of this Project, since numerous tax payers and public and private individuals not constituting PVWC rate payers (which rate payers are principally hard-working middle class wage earners and small business people) but who will benefit from the Project.
4. PVWC therefore hereby solicits the assistance of the Local, Regional, State and Federal officials in support of the need for modifications to the ACO as well as assistance in acquiring financial assistance from sources other than PVWC's customers who are primarily low and moderate income people and small businesses.

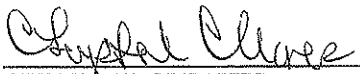
5. The Executive Director, Chief Engineer, Chief Financial Officer, General Counsel and such other Officers, Agents, and/or Employees of PVWC, as are necessary, shall assist in that effort to the extent necessary to accomplish same in an expeditious manner.
6. A copy of this resolution shall be forwarded to the appropriate administrative officer of any entity or individual, as well as said public officials and private entities who have expressed concern to PVWC advising them of PVWC's interest and willingness to work cooperatively with them, in regard to the purposes expressed in this resolution.
-

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
GRADDY, R.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
BAZIAN, M.	<u>X</u>	—	—	—
DE VITA, T.	<u>X</u>	—	—	—
KOŁODZIEJ, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

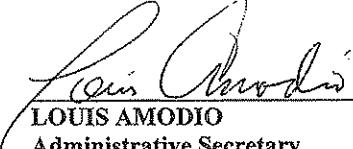

GLORIA KOŁODZIEJ
President


CHRYSTAL CLEAVES
Secretary

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of NOVEMBER 25, 2014.


LOUIS AMODIO
Administrative Secretary

c: L. Beckering
J. Bello
J. Duprey
G. Hanley
Y. Weiss
File