**RESOLUTION: 14-130**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION AUTHORIZING A SHARED SERVICES AGREEMENT (15ENNJ000000036) WITH USGS**

**DATE OF ADOPTION: December 17, 2014**

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated November 24, 2014 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2015, in cooperation with the U.S. Geological Survey, and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** monitoring for the water quality parameters set forth in the Correspondence and Agreement would assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

**WHEREAS,** PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed $56,525.00; and

**RESOLUTION: 14-120**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**DATE OF ADOPTION: DECEMBER 17, 2014**

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller.

Introduced by Commissioner **BAZIAN**

Seconded by Commissioner **SANCHEZ**

**WHEREAS,** the provisions of N.J.S.A. 40:62-108, et. seq. (hereinafter the "Law") are applicable to Passaic Valley Water Commission (hereinafter "PVWC"); and

**WHEREAS,** N.J.S.A. 40:62-127 mandates that PVWC shall be self-supporting, with revenues sufficient to provide for all capital expenses, expenses of operation and maintenance, and debt service charges including interest, sinking fund and amortization, so as to prevent any deficit from accruing; and

**WHEREAS**, N.J.S.A. 40:62-127 authorizes PVWC to increase its rates from time to time for that purpose; and

**WHEREAS,** various provisions of the Law, including the obligations and authority with respect to rates conferred by N.J.S.A. 40:62-127 are part of the covenants and pledges made by PVWC to the holders of its bonds issued for the purpose of financing rehabilitation of infrastructure, extensions and enlargement of PVWC capital facilities pursuant to N.J.S.A. 40:62-127c; and

**WHEREAS**, PVWC is obligated by covenant with its bondholders and pursuant to the direction of the Local Finance Board of New Jersey to maintain a certain level of revenues and reserves for the security of the bondholders; and

**WHEREAS,** PVWC has embarked upon significant capital projects in its member cities and in systems owned by PVWC to renovate and reconstruct existing, but antiquated distribution systems; and

**WHEREAS,** PVWC has authorized certain capital projects and the financing thereof by the New Jersey Environmental Infrastructure Trust ("NJEIT"); and

**WHEREAS,** the NJEIT requires that the Commission reaffirm its intention to meet its rate covenant to its bondholders as of January 1, 2015; and

**WHEREAS,** PVWC's revenues have been affected by conservation and by other reductions in water consumption; and

**WHEREAS,** PVWC's operating expenses have increased through inflation notwithstanding stringent budget limitations, cost controls and an employee reduction of greater than 30 percent instituted by PVWC in recent years; and

**WHEREAS**, on December 18, 2013 PVWC adopted its Five Year Plan 2014-18, which sets forth PVWC's projected revenues, operating and maintenance expenses, and capital expenditures, together with projected changes in rates for that period; and

**WHEREAS**, a report by an independent rate consultant, Howard J. Woods, Jr. and Associates, LLC ("Woods Report") entitled "Cost of Service Allocation Study and Proposed Rates for the Period Ending December 31, 2014" recommends that PVWC's rates be increased to provide sufficient revenues to cover PVWC's operating expenses and needed capital improvement projects; and

**WHEREAS**, the Woods Report recommends that the rates of respective customer classes be adjusted in order to conform more closely to the cost of serving each class; and

**WHEREAS**, notwithstanding the rate increases recommended in the Woods Report, PVWC's rates will remain among the lowest of any water purveyor in the state and the region providing comparable services; and

**WHEREAS,** PVWC has duly reviewed its rates, revenues, and expenses, both as presently established and as anticipated in the future, and on the basis thereof, PVWC has determined to reduce the previously adopted rate increase for calendar year 2015 as set forth in the PVWC Five Year Plan 2014-2018, and still meet its statutory and contractual obligations due to

cost saving measures effected by management's imposition of improved efficiencies and fiscal discipline;

**WHEREAS**, a schedule of the revised rates for all customer classes, is attached hereto and made a part hereof as Exhibit A; a copy of Table 2, Projected Rate Adjustments from the Five Year Plan is attached hereto as Exhibit B, and a copy of updated Field Service Rates is attached hereto and made a part hereof as Exhibit C;

**NOW THEREFORE, BE IT RESOLVED**, by PVWC, in the County of Passaic, New Jersey:

1. Notwithstanding said reduction in scheduled increases for Calendar Year 2015 as set forth herein, scheduled increases as previously authorized and published shall remain in effect.

2. Said rates shall take effect annually on January 1, for years 2015-2018; and

3. That notice to all customers consistent herewith, as required pursuant to existing policy of PVWC, shall be given by forwarding to all wholesale customers of PVWC a copy of this Resolution, in full; and public notice thereof shall be given by publishing this Resolution, in full, in the official newspapers of PVWC in accordance therewith;

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | X | | | |
| **LEVINE, J.** | X | | | |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN, M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**

**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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

# PASSAIC VALLEY WATER COMMISSION

## Projected Rate Adjustments
## Excerpt From PVWC Five Year Plan
## Dated December 18, 2013
## Adjusted Rates for Calendar Year 2015

## EXHIBIT B

**TABLE 2: PROJECTED RATE ADJUSTEMENTS**

| **Fixed Service Charges** | | | | | |
|---|---|---|---|---|---|
| | Owner Cities | Out of Town | Lodi | | |
| 2015 | 3.50% | 3.50% | 4.00% | | |
| 2016 | 4.50% | 4.50% | 5.00% | | |
| 2017 | 5.00% | 5.00% | 5.00% | | |
| 2018 | 5.00% | 5.00% | 5.00% | | |
| **Volumetric Rates** | | | | | |
| | Owner Cities | Out of Town | Lodi | Wholesale | Pass-Through |
| 2015 | 3.50% | 3.50% | 4.00% | 4.00% | 4.00% |
| 2016 | 4.50% | 4.50% | 5.00% | 5.00% | 5.00% |
| 2017 | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| 2018 | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| **Fireline Rates** | | | | | |
| | Owner Cities | Out of Town | Lodi | | |
| 2015 | 4.50% | 4.50% | 4.00% | | |
| 2016 | 4.50% | 4.50% | 5.00% | | |
| 2017 | 5.00% | 5.00% | 5.00% | | |
| 2018 | 5.00% | 5.00% | 5.00% | | |

# PASSAIC VALLEY WATER COMMISSION

## Field Service Rates to be effective January 1, 2015

## EXHIBIT C

## PASSAIC VALLEY WATER COMMISSION
## FIELD SERVICE RATES for 2015

| | | |
|---|---|---|
| **MAIN TO CURB**<br>**DOMESTIC LATERAL INSTALLATION****<br>** MAXIMUM DISTANCE CANNOT EXCEED 60FT | 3/4" | NO CHARGE |
| | 1" | NO CHARGE |
| | 1 1/2" | $4,390.00 |
| | 2" | $4,670.00 |
| | 4" | $6,450.00 |
| | 6" | $6,935.00 |
| | 8" | $7,520.00 |
| | 12" | $9,190.00 |
| **CURB TO BUILDING**<br>**DOMESTIC LATERAL INSTALLATION****<br>** MAXIMUM DISTANCE CANNOT EXCEED 60FT | 3/4" | $4,150.00 |
| | 1" | $4,215.00 |
| | 1 1/2" | $4,390.00 |
| | 2" | $4,670.00 |
| | 4" | Must be installed by property owner. |
| | 6" | |
| | 8" | |
| | 12" | |
| **FIRE PROTECTION LATERAL** | 2" | $4,670.00 |
| | 4" | $6,450.00 |
| | 6" | $6,935.00 |
| | 8" | $7,520.00 |
| | 12" | $9,190.00 |
| **LEAK DETECTION/VALVE INSPECTION** | UP TO 4 HRS | $650.00 |
| | 4-8 HRS | $1,275.00 |
| | SUNDAYS UP TO 4 HRS | $975.00 |
| | SUNDAYS 4-8 HRS | $1,780.00 |
| **METER VAULT/FORD BOX INSTALLATION** | 3/4" & 1" | $1,185.00 |
| | 1 1/2" & 2" | $4,850.00 |
| | 4" - 12" | $11,275.00 |
| **ADDITIONAL/NEW METER SETS**<br>**REDUCE/INCREASE METER SIZE**<br>**METERS ARE SUPPLIED BY PVWC<br>& INSTALLED BY OWNER | 5/8" | $170.00 |
| | 3/4" | $170.00 |
| | 1" | $170.00 |
| | 1 1/2" | $170.00 |
| | 2" | $170.00 |
| | 3" | $775.00 |
| | 3" COMPOUND | $1,425.00 |
| | 4" | $1,265.00 |
| | 4" COMPOUND | $2,140.00 |
| | 6" | $2,015.00 |
| | 6" COMPOUND | $3,155.00 |
| | 8" | $2,890.00 |
| | 10" | $4,850.00 |
| | 12" | $5,560.00 |
| **DAMAGED/MISSING METER**<br>**BROKEN FROSTPLATE** | 5/8" - 1" | $300.00 |
| | 1 1/2" - 2" | $595.00 |
| | 3" - 10" | FIELD SUPERVISOR TO DETERMINE COST |
| **HIT HYDRANT** | | $6,015.00 |
| **HIT HYDRANT (BREAKAWAY)** | | $3,000.00 |
| **HYDRANT RELOCATE** | | $6,015.00 |
| **NEW HYDRANT INSTALL** | | $6,015.00 |
| **STRIPPED VALVE** | 3/4" - 1" | $135.00 |
| | 1 1/2" -2" | $220.00 |
| | 3" - 16" | FIELD SUPERVISOR TO DETERMINE COST |
| **SPECIAL METER TEST** | 5/8" - 2" | $155.00 |
| | 3" - 16" | $275.00 |
| **AFTER HOURS FEE** | | $150.00 |
| **CC CHARGEBACK FEE** | | $54.00 |
| **DELINQUENCY TURN ON** | | $115.00 |
| **FINAL LATE NOTICE FEE** | | $40.00 |
| **FINAL READ** | | $40.00 |
| **FLOW TEST** | | $350.00 |
| **LEAD STUDY** | | $17.00 |
| **NSF CHECK FEE** | | $54.00 |
| **SHUT OFF FOR REPAIRS** | | $40.00 |
| **TP REPAIR/REPLACE** | | $76.00 |

**PASSAIC VALLEY WATER COMMISSION**

**Revised Rates for All Customer Classes**

**EXHIBIT A**

# CLIFTON - PASSAIC - PATERSON RATES - EFFECTIVE 1/1/2015

| BASE CHARGES | | |
|---|---|---|
| METER SIZE | QUARTERLY | MONTHLY |
| 5/8" | $62.97 | $20.99 |
| 3/4" | $94.44 | $31.50 |
| 1" | $157.41 | $52.46 |
| 1 1/2" | $314.82 | $104.94 |
| 2" | $503.72 | $167.90 |
| 3" | $944.48 | $314.82 |
| 4" | $1,574.12 | $524.71 |
| 6" | $3,148.23 | $1,049.42 |
| 8" | $5,037.18 | $1,679.06 |
| 10" | n/a | $2,098.81 |
| 12" | n/a | $2,623.52 |
| 16" | n/a | $10,494.11 |

| PASSAIC SEWER (FLAT RATES) * | | |
|---|---|---|
| CLASSIFICATION | QUARTERLY | MONTHLY |
| Condo | $67.50 | $22.50 |
| Senior Condo | $48.75 | $16.25 |
| Senior 1 family | $58.75 | $19.58 |
| Senior 2 - 4 family | $112.50 | $37.50 |
| 1 Family Residential | $81.25 | $27.08 |
| 2 - 4 Family Residential | $135.00 | $45.00 |
| Condo 18 Units | $1,215.00 | $405.00 |
| Condo 25 Units | $1,687.50 | $562.50 |
| Condo 36 Units | $2,430.00 | $810.00 |
| Condo 46 Units | $3,105.00 | $1,035.00 |
| Condo 120 Units | $8,100.00 | $2,700.00 |
| Condo 228 Units | $15,390.00 | $5,130.00 |

| PASSAIC SEWER (METERED RATES) * | | |
|---|---|---|
| | QUARTERLY | MONTHLY |
| Base | $36.41 | $12.14 |
| Consumption per 1CCF | $1.741 | $1.741 |

| CONSUMPTION CHARGES (PER 1CCF) | |
|---|---|
| CONS LIMITS | QUARTERLY |
| First 99,999,999,999 CCF | $1.88 |
| | |
| CONS LIMITS | MONTHLY |
| First 99,999,999,999 CCF | $1.88 |

| FIRELINE CHARGES | |
|---|---|
| SIZE | MONTHLY |
| 2" | $55.27 |
| 3" | $102.89 |
| 4" | $166.65 |
| 6" | $322.58 |
| 8" | $484.11 |
| 10" | $734.74 |
| 12" | $1,013.09 |

*** Sewer rates did not increase**

| WHOLESALE CHARGES EFFECTIVE 1/1/15 | |
|---|---|
| 2,389.12 | Rate per million gallons |
| 523.26 | Wheeling charge per million gallons |

# OUT OF TOWN RATES -EFFECTIVE 1/1/2015

| BASE CHARGES | | |
|---|---|---|
| **METER SIZE** | **QUARTERLY** | **MONTHLY** |
| 5/8" | $74.23 | $24.76 |
| 3/4" | $111.35 | $37.12 |
| 1" | $185.58 | $61.86 |
| 1 1/2" | $371.14 | $123.71 |
| 2" | $593.83 | $197.94 |
| 3" | $1,113.43 | $371.14 |
| 4" | $1,855.72 | $618.58 |
| 6" | n/a | $1,237.15 |
| 8" | n/a | $1,979.43 |
| 10" | n/a | $2,474.28 |
| 12" | n/a | $3,092.86 |
| 16" | n/a | $12,371.42 |

** Effective January 1, 2008 North Arlington falls under Out of Town Rates **

| CONSUMPTION CHARGES (PER 1CCF) | |
|---|---|
| **CONS LIMITS** | **QUARTERLY** |
| First 99,999,999,999 CCF | $2.47 |
| | |
| **CONS LIMITS** | **MONTHLY** |
| First 99,999,999,999 CCF | $2.47 |
| | |

| FIRELINE CHARGES | |
|---|---|
| **SIZE** | **MONTHLY** |
| 2" | $59.73 |
| 3" | $107.93 |
| 4" | $180.31 |
| 6" | $348.90 |
| 8" | $523.60 |
| 10" | $794.66 |
| 12" | $1,095.82 |

# LODI RATES - EFFECTIVE 1/1/2015

| METER SIZE | ALLOTMENT | BASE CHARGE - QUARTERLY | BASE CHARGE - MONTHLY | CONS CHARGE (PER 1 CCF) QUARTERLY OR MONTHLY |
|---|---|---|---|---|
| 5/8" | 13 CCF | $46.18 | $15.40 | $3.43 |
| 3/4" | 15 CCF | $51.30 | $17.10 | $3.43 |
| 1" | 31 CCF | $107.14 | $35.71 | $3.43 |
| 1 1/2" | 51 CCF | $175.52 | $58.51 | $3.43 |
| 2" | 85 CCF | $284.96 | $94.98 | $3.43 |
| 3" | 183 CCF | $622.28 | $207.43 | $3.43 |
| 4" | 295 CCF | $998.38 | $332.80 | $3.43 |
| 6" | 560 CCF | $1,896.50 | $632.17 | $3.43 |
| 8" | 912 CCF | $3,093.21 | $1,031.07 | $3.43 |

| SEWER CHARGE *(Effective 10/1/2010)* | |
|---|---|
| **MONTHLY** | **QUARTERLY** |
| UP TO 33 CCF @ $13.33 p/unit | UP TO 100 CCF @ $40.00 p/unit |
| OVER 33 CCF @ $2.00 P/ 1 CCF | OVER 100 CCF @ $2.00 P/ 1 CCF |

| QUARTERLY | |
|---|---|
| **SEWER CHARGES (FLAT RATE) *** | |
| SW01 | $40.00 |
| SW02 | $80.00 |
| SW03 | $120.00 |
| SW04 | $160.00 |
| *SW05**** | *$633.00* |
| *** Special rate created for account # 121853-52192 ONLY* | |

*** Sewer rates did not increase**

| FIRELINE CHARGES * | |
|---|---|
| **MONTHLY** | |
| **SIZE** | |
| 3" | $97.99 |
| 4" | $137.03 |
| 6" | $273.31 |
| 8" | $390.44 |
| 10" | $488.42 |

*** Effective 1/1/2009 Lodi firelines do not bill 'with connection' or 'without connection'**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**SERIES 2014 SUPPLEMENTAL RESOLUTION NO.2 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $23,000,000 AGGREGATE PRINCIPAL AMOUNT OF SERIES 2015A WATER SUPPLY SYSTEM REVENUE BONDS AND SERIES 2015B WATER SUPPLY SYSTEM REVENUE BONDS OF THE COMMISSION AND DETERMING VARIOUS MATTERS PERTAINING THERETO AND AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE PASSAIC VALLEY WATER COMMISSION AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2015 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM**

DATE OF ADOPTION: December 17, 2014

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS**, on May 27, 1992, the Passaic Valley Water Commission (the "Commission" or "Local Unit") in the County of Passaic, New Jersey adopted a resolution entitled, "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution") providing for, among other things, the construction, acquisition, improvement or replacement of all or any part of the Commission's water supply System and the issuance of obligations to provide for the payment of the costs of construction, acquisition or leasing of any project; and

**WHEREAS**, the Commission has determined it necessary to make certain improvements to its System in order to comply with, among other things, the Safe Drinking Water Act, the

Interim Enhanced Water Treatment Rule and the Disinfectants and Disinfection By-Products Rule; and

**WHEREAS,** the Commission has determined that there exists a need within the service area of the Local Unit to acquire, construct, renovate or install and refinance the Project (as hereinafter defined) as defined in each of that certain Loan Agreement (the "Trust Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Environmental Infrastructure Trust (the "Trust") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the Trust Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the 2015 New Jersey Environmental Infrastructure Trust Financing Program (the "Program"); and

**WHEREAS,** the Commission has determined to issue its bonds pursuant to the General Bond Resolution, as amended and supplemented, in the principal amount of not to exceed $23,000,000 to provide for, among other things, (1) the financing of costs of renovations, additions and improvements to the System; including specifically acquiring and installing four 3,000-kW diesel generators, generator building, fuel storage and related appurtenances to add 81 MGD of backup power capacity for treatment and pumping at Little Falls WTP.; (2) to provide security for loan(s) from the New Jersey Environmental Infrastructure Trust; and (3) the payment of the costs associated with the issuance of such bonds (together, the "Project"); and

**WHEREAS**, the Commission has heretofore applied to the Trust for a loan or loans in order to finance the aforesaid improvements; and

**WHERAS**, in accordance with the provisions of the General Bond Resolution and the laws of the State of New Jersey, including the Act, the Commission desires to authorize the issuance and delivery of bonds to the Trust and the State in the aggregate principal amount of not to exceed $23,000,000 allocated and to be designated as not to exceed $6,900,000, "Water Supply System Revenue Bonds, Series 2015A" (the "2015A Bonds" or the "Trust Loan Bonds") and not to exceed $18,400,000 to be designated "Water Supply System Revenue Bonds, Series 2015B" (the "2015B Bonds" or the "Fund Loan Bonds")(collectively the 2015A Bonds and the 2015B Bonds are sometimes referred to as the "Series 2015 Bonds") and to provide terms and conditions with respect to such Series 2015 Bonds, in addition to those which have been previously established by the General Bond Resolution, and

**WHEREAS**, the Trust and the State have expressed their desire to close in escrow the making of one or more of the Loans, the issuance of one or more of the Local Unit Bonds and the execution and delivery of one or more of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the Trust, the State, the Local Unit and the escrow agent named therein.

**NOW THEREFORE, BE IT RESOLVED, BY PASSAIC VALLEY WATER COMMISSION, in the County of Passaic, New Jersey that:**

## ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

*SECTION 101.* SHORT TITLE. This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as "Series 2014 Supplemental Resolution No. 2."

*SECTION 102.* AUTHORIZATION FOR SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2. This Series 2014 Supplemental Resolution No. 2 is authorized by and adopted pursuant to the provisions of Sections 802(7) and 806 of the General Bond Resolution.

*SECTION 103.* CERTAIN DEFINITIONS. Terms that are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in the General Bond Resolution.

## ARTICLE II. AUTHORIZATION AND ISSUANCE OF SERIES 2015 BONDS

*SECTION 201.* AMOUNT AND TITLE OF SERIES 2015 BONDS.

An amount not to exceed $6,900,000 principal amount of 2015A Bonds and an amount not to exceed $18,400,000 principal amount of 2015B Bonds (with a total aggregate principal amount not to exceed $23,000,000) are authorized to be issued pursuant to the terms of the General Bond Resolution by the commission in accordance with the provisions of the General Bond Resolution and this Series 2014 Supplemental Resolution No. 2. The 2015A Bonds shall be designated "Water Supply System Revenue Bonds, Series 2015A" and the 2015B Bonds shall be designated "Water Supply System Revenue Bonds, Series 2015B". The Commission reserves the right to change the designation and/or title of the Series 2015 Bonds in order to reflect the security under the General Bond Resolution and to reflect the nature of the Bonds as taxable or Tax-Exempt Obligations.

*Section 202.* DESCRIPTION OF SERIES 2015 BONDS.

(1) Term. The Series 2015 Bonds shall be dated and shall bear interest from their dated date and shall mature, subject to prior redemption, on August 1 in each year until the final maturity commencing August 1, 2016, or as may be provided by one or more award certificates of the Commission and in the respective principal amounts as shall be set forth in such award certificates of the Commission (the "Maturity Date").

(2) Interest Rates Per Annum and Interest Payment Dates. The Series 2015 Bonds shall bear interest at the interest rate per annum amounts as shall be set forth in such award certificate of the Commission, provided that if determined by award certificate, the final interest rate shall not exceed 7.0% . Interest on the Series 2015 Bonds shall be payable on the each February 1 and August 1, commencing August 1, 2015, until the Commission's obligation with respect to the Series 2015 Bonds shall be discharged.

(3) Denomination and Place of Payment. The Series 2015 Bonds shall be issued in fully registered form, without coupons, and are issuable in the denomination of $5,000 each, or any amount in excess thereof. The principal of and interest on the Series 2015 Bonds shall be payable to the Registered Owner thereof, or registered assigns, on the Maturity Dare or on the applicable date fixed for redemption, upon presentation and surrender of the Series 2015 Bonds at the principal corporate trust office of the Paying Agent. All other terms and conditions with respect to the payment of the principal and interest on the Series 2015 Bonds shall be as provided in the General Bond Resolution.

(4) Form of Series 2015 Bonds. The Series 2015 Bonds shall be in substantially the form described in Section 1209 of the General Bond Resolution with such adjustments and modifications as shall be necessary to complete the issuance and delivery of such Series 2015 Bonds.

*SECTION 203*. REDEMPTION OF SERIES 2015 BONDS.

The Series 2015 Bonds are subject to optional redemption prior to maturity under such conditions and on such terms as may be set forth in a supplemental resolution of the Commission.

The Series 2015 Bonds are also subject to extraordinary redemption in accordance with the terms of the General Bond Resolution and as may be set forth in supplemental resolutions of the Commission.

*SECTION 204*. APPOINTMENT OF TRUSTEE PAYING AGENT AND REGISTRAR.

Manufacturer's and Trader's Trust Company, N.A. ("M & T Bank, N.A."), New York New York, is hereby appointed Trustee, Bond Registrar and Paying Agent for the Series 2015 Bonds. The Trustee, Bond Registrar and Paying Agent shall signify its acceptance of the trusts and duties hereunder and under the General Bond Resolution by its execution of the Escrow Agreement and Loan Agreements.

*SECTION 205*. SYSTEM RESERVE AND OPERATING FUND RESERVE ACCOUNT REQUIREMENTS.

As determined by the Chief Financial Officer of the Commission, the System Reserve Requirement (aka the Renewal and Replacement Reserve) is $3,000,000 and the Operating Fund Reserve Account Requirement is $7,782,000, or such amount as determined from time to time by the Chief Financial Officer of the Commission.

*SECTION 206*. DEBT SERVICE RESERVE REQUIREMENTS.

The Debt Service Reserve Requirement for the Series 2015 Bonds shall be determined in accordance with the requirements of the Resolution, at the time of issuance thereof, based on a Certificate of an Authorized Officer. Such requirement may be satisfied with other funds of the Commission or a surety bond.

## ARTICLE III. SALE OF SERIES 2015 BONDS

*SECTION 301.* EXECUTION OF THE SERIES 2015 BONDS.

The President, Vice President or Executive Director of the Commission (herein "Authorized Officers") are each hereby authorized to execute the Series 2015 Bonds in the name and on behalf of the Commission, and the Secretary shall cause the corporate seal of the Commission to be affixed thereto or reproduced thereon, and the Secretary is hereby authorized to attest to said corporate seal.

*SECTION 302.* SALE OF SERIES 2015 BONDS.

The Commission has determined that the Series 2015 Bonds shall be sold at private sale to the New Jersey Environmental Infrastructure Trust and/or the State of New Jersey, including any instrumentality thereof.

*SECTION 303.* AUTHENTICATION AND DELIVERY OF THE SERIES 2015 BONDS.

The President, Vice President or Executive Director of the Commission is hereby authorized, after the execution of the Series 2015 Bonds, to cause the same to be issued and delivered in accordance with the terms of the General Bond Resolution.

*SECTION 304.* PRIOR ACTION.

All action which has been taken prior to the date hereof by the officers, employees, and agents of the Commission with respect to the sale of the Series 2015 Bonds is hereby approved and ratified.

*SECTION 305.* PAYMENT OF COSTS OF ISSUANCE.

The President, Vice President or Executive Director of the Commission is authorized and directed to pay or cause to be paid all of the approved costs associated with the sale and issuance of the Series 2015 Bonds.

*SECTION 306.* ADDITIONAL ACTS AND AUTHORIZATION OF DOCUMENTS.

The President, Vice President or Executive Director and any other officer of the Commission (collectively, the "Authorized Officers"), and the staff and consultants of the Commission (the "Local Consultants") are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the General Bond Resolution in connection with the issuance, sale and delivery of the Series 2015 Bonds, including but not limited to, the preparation and distribution of a preliminary and final offering document.

The Commission is also authorized to enter into any additional agreements and/or investments necessary in order to provide for the issuance of the Series 2015 Bonds.

The Authorized Officers are hereby severally authorized and, after satisfaction of all conditions precedent thereto as the Executive Director, in his sole discretion, after consultation with the Local Consultants, shall determine, are hereby severally directed to execute and deliver an award certificate, the Trust Loan Agreement, the Fund Loan Agreement, the Escrow Agreement and such other documents, instruments or certificates as the bond counsel and financial advisor to the Commission deem necessary, convenient, useful or desirable in order to issue the 2015 Bonds (together with this Resolution and 2015 Bonds, collectively, the "Financing Documents") to which the Commission is an execution or acknowledgement party, as the case may be, in substantially the forms attached as Exhibit A, B and C, respectively hereto (and with respect to the 2015 Bonds, substantially in the forms set forth in the General Bond Resolution), with such changes thereto as the Executive Director or President, in his sole discretion after consultation with the Local Consultants and after further consultation with the Trust, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine to be necessary, desirable, useful or convenient in order to effect the financing of the 2015 Water Project or any other transaction contemplated hereby and thereby, which changes shall be dispositively evidenced by the Authorized Officer's execution or acknowledgement, as the case may be, and delivery thereof, which changes shall include, at a minimum, the incorporation of the terms of the sale of the 2015 Bonds, all within the parameters set forth herein.

The Authorized Officers are severally authorized and, after satisfaction of all conditions precedent thereto as the Executive Director, in his sole discretion, after consultation with the Consultants, shall determine, are hereby severally directed to execute or acknowledge, as the case may be, or cause to be executed or acknowledged such other Financing Documents, and other certificates, notices, instruments and other documents in such form as the Executive Director or President, in his sole discretion after consultation with the Consultants, shall determine to be within the parameters herein and of any Financing Document attached hereto and to be necessary, desirable, useful or convenient in order to effect the financing of the 2015 Water Project or any other transaction contemplated hereby and thereby, which respective forms thereof shall be dispositively evidenced by the Authorized Officer's execution or acknowledgement, as the case may be, and delivery thereof or with respect to such documents of a party other than the Commission, shall be evidenced by an authorized officer's execution thereof.

The Secretary and Assistant Secretary of the Commission are hereby severally authorized and to the extent the Executive Director, in his sole discretion, after consultation with the Consultants, shall determine to be necessary, desirable, useful or convenient to effect the financing or refinancing of the 2015 Water Project or any other transaction contemplated hereby or thereby, are severally directed to affix the corporate seal of the Commission to and attest to the execution and acknowledgement, as the case may be, of all Financing Documents referred to herein and any other Financing Document, certificate, notice, instrument or other document referred to herein.

After the execution and, if applicable, the sealing and attestation of any document contemplated by this Resolution, the Executive Director is hereby authorized and shall deliver any such document in such manner or take such other action as the Executive Director in his sole discretion shall determine, after consultation with the Consultants, to be necessary, desirable, useful or convenient to effect the financing or refinancing of the 2015 Water Project or the consummation of any other transaction contemplated hereby or thereby. In connection with the execution or acknowledgement, as the case may be, of any documents referred to or contemplated by this Resolution or the other Financing Documents, the Authorized Officers are hereby designated to be the authorized representatives of the Commission, charged by this Resolution with the responsibility for issuing the 2015 Bonds, and further, are severally authorized to take such other action as the Executive Director, in his sole discretion, after consultation with the Consultants, shall determine to be necessary, convenient, useful or desirable in order to effect the financing or refinancing of the 2015 Water Project or any other transaction contemplated hereby or thereby.

## ARTICLE IV. MISCELLANEOUS

*SECTION 401.* EFFECTIVE DATE

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Series 2014 Supplemental Resolution No. 2 shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Series 2014 Supplemental Resolution No. 2, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution.

*SECTION 402.* INCORPORATION OF REMAINDER OF RESOLUTON BY REFERENCE.

All provisions of the General Bond Resolution, as amended, other than those amended by the provisions of this resolution, are incorporated herein by reference as if set forth at length herein. Such provisions shall remain in full force and effect.

*SECTION 403.* COVENANT AS TO COMPLIANCE WITH FEDERAL TAX MATTERS.

The Commission hereby covenants that it will take all actins within its control that are necessary to assure that interest on the Series 2015 Bonds is excludable from gross income under the Internal Revenue Code of 1986, as amended ("Code"). The Commission will refrain from taking any action that would adversely affect the exclusion of interest on the Series 2015 Bonds from gross income under the provisions of the Code. To assist the Commission in complying with this convent, the Bond Counsel and/or Financial Consultant shall from time to time provide instructions to the Executive Director and Comptroller of the Commission concerning the application of the proceeds and investment income, if any, from the Series 2015 Bonds and the manner in which the record of expenditures and investments may be maintained.

*SECTION 404.* PUBLICATION AND FILING.

The Secretary of the Commission is hereby directed to publish the Notice of Adoption of this Series 2014 Supplemental Resolution No. 2 in the official newspaper(s) of the Commission and to file a certified copy of this Series 2014 Supplemental Resolution No. 2 with the Trustee and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

*SECTION 405.* CERTIFIED COPIES.

Upon the adoption hereof, the Secretary of the Local Unit shall forward certified copies of this resolution to Gluck Walrath LLP, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the Trust.

The appropriate officers, employees and officials of Passaic Valley Water Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

A copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Sanchez, R. | X | | | |
| Levine, J. | | | X | |
| Graddy, R. | X | | | |
| Cleaves, C. | X | | | |
| Bazian, M. | X | | | |
| De Vita, T. | X | | | |
| Kolodziej, G. | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**

Chantel Chaves
**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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

# 2015 ADOPTED BUDGET RESOLUTION

## Passaic Valley Water Commission
(Name)
## AUTHORITY

**FISCAL YEAR: FROM:** January 1, 2015 **TO:** December 31, 2015

WHEREAS, the Annual Budget and Capital Budget/Program for the Passaic Valley Water Commission for the fiscal year beginning January 1, 2015 and ending, December 31, 2015 has been presented for adoption before the governing body of the Passaic Valley Water Commission at its open public meeting of December 17, 2014; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of $ 88,946,644, Total Appropriations, including any Accumulated Deficit, if any, of $ 79,199,178 and Total Unrestricted Net Position utilized of $ 0; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of $ 33,664,000 and Total Unrestricted Net Position planned to be utilized of $ 9,621,000; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Passaic Valley Water Commission, at an open public meeting held on December 17, 2014 that the Annual Budget and Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2015 and ending December 31, 2015 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

(Secretary's Signature)

December 17, 2014
(Date)

| Governing Body Member: | Recorded Vote Aye | Nay | Abstain | Absent |
|---|---|---|---|---|
| **Sanchez, Rigo** | **X** | | | |
| **Levine, Jeffrey** | **X** | | | |
| **Graddy, Russel** | **X** | | | |
| **Cleaves, Chrystal** | **X** | | | |
| **Bazian, Menachem** | **X** | | | |
| **DeVita, Thomas P.** | **X** | | | |
| **Kolodziej, Gloria** | **X** | | | |

# PASSAIC VALLEY WATER COMMISSION

**RESOLUTION #14-117**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: December 17, 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: BAZIAN 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/McManimon & Scotland /PVWC 2015 NJEIT Financing/ Beirut Restaurant **Personnel:** Title Change-Lisa Bresemann; New Hire: Yaacov Brisman-Attorney: Nancy Rivera-Keyboarding Clerk: **Administration:** 15-P-11 "Risk Manager Services" 15-P-12 "Insurance Agent Services Property, Casualty, Auto and Excess Liability": Garfield & Elmwood Park Agreements
   **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: DE VITA AYES: 6 Time: 12:40 PM Comm. Levine 12:41**

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **RIGO SANCHEZ** | X | | | |
| **JEFFREY LEVINE** | | | | |
| **RUSSELL GRADDY** | X | | | |
| **CHRYSTAL CLEAVES** | X | | | |
| **MENACHEM BAZIAN** | X | | | |
| **THOMAS P. DE VITA** | X | | | |
| **GLORIA KOLODZIEJ** | X | | | |

# 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 December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

**RESOLUTION: 14-125**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**DATE OF ADOPTION: December 17, 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: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** on November 18, 2014 two (2) bids were received by PVWC for Contract No. 14-B-29 "Liquid Ferric Sulfate"; and

**WHEREAS,** said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated December 3, 2014 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; 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 lowest responsible bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, based on the estimated quantity of 1,000 dry tons, in the amount of $1,448,000.00; 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-29 "Liquid Ferric Sulfate" in the total amount of $1,448,000.00, in connection with the above described goods and services, is hereby awarded to the Awardee.

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 solicitation for bids made in connection with Contract 14-B-29 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | X | | | |
| **LEVINE, J.** | | | | X |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 2014.

Louis Amodio
**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**
**INTEROFFICE MEMORANDUM**

Date: December 3, 2014

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Contract 14-B-29 "Liquid Ferric Sulfate"-Two Bids Received for this Contract

Notwithstanding solicitation of bids to potential bidders, two (2) bids were received by PVWC on November 18, 2014 for Contract 14-B-29 "Liquid Ferric Sulfate".

The Law Department has requested that an explanation be provided regarding why only two (2) bids were received for the above-referenced Contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized goods and services are provided by a relatively limited number of vendors, thereby limiting the number of bidders qualified and capable of meeting the requirements of the contract, and which appear willing to satisfy PVWC's public entity bidding requirements.

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: December 3, 2014

FROM: Purchasing Department

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

RE: **Contract # 14-B-29**
**Liquid Ferric Sulfate**

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 two (2) bids received, the lowest responsive and responsible proposal was submitted by **Kemira Water Solutions, Inc.**, of Lawrence, Kansas, in the amount of **$1,448,000.00**.

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-29 - Kemira Water Solutions, Inc.**

Amount of Project or Contract: $ 1,448,000.00
1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

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

Other comments: Two Year Contract Commencing: December 2014
Liquid Ferric Sulfate

Date of Certification: 12/03/2014 Certified: $ 1,448,000.00

**Yitzchak Weiss**
Comptroller and Chief Financial Officer

YW:lb

Contract # 14-B-29
Liquid Ferric Sulfate

Bids Received: November 18, 2014

| BIDDERS | BID DEPOSIT<br>CC- Certified Check<br>CA- Cashier's Check<br>BB- Bid Bond | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|---|---|
| Chemtrade Chemicals<br>90 East Halsey Road<br>Parsippany, New Jersey 07054<br>mculver@chemtradelogistics.com | _____ Certified Check<br>_____ Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>$20,000.00 | $2,162,170.00 | X Business Registration Cert.<br>X PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| Kemira Water Solutions<br>4321West 6th Street<br>Lawrence, Kansas 66049<br>judy.lafond@kemira.com | _____ Certified Check<br>_____ Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>$20,000.00 | $1,448,000.00 | X Business Registration Cert.<br>X PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| Main Pool & Chemical Company<br>110 Commerce Road<br>Dupont, Pennsylvania 18641<br>sandy@mainpoolchemical.com | _____ Certified Check<br>_____ Cashier's Check<br>_____ Bid Bond<br>Not to Exceed<br>$ | | _____ Business Registration Cert.<br>_____ PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| Pennco, Inc.<br>831 Bartlett Road<br>Sealy, Texas 77474<br>sarah@pennco.com | _____ Certified Check<br>_____ Cashier's Check<br>_____ Bid Bond<br>Not to Exceed<br>$ | | _____ Business Registration Cert.<br>_____ PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| George S. Coyne Chemical Company<br>3015 State Road<br>Croydon, Pennsylvania 1920<br>bidadministration@coynechemical.com | _____ Certified Check<br>_____ Cashier's Check<br>_____ Bid Bond<br>Not to Exceed<br>$ | | _____ Business Registration Cert.<br>_____ PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |

**RESOLUTION: 14-124**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**STATE CONTRACT #T437 07-x-37986**
**PROCUREMENT OF COMPUTER EQUIPMENT**

**DATE OF ADOPTION: DECEMBER 17, 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: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** PVWC requires the procurement of two (2) desktop copier/printer/facsimile machines for PVWC's Personnel 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 computer equipment in the total amount of $6,861.60 from Xerox Corporation of Fairfield, New Jersey (the "Awardee") under State Contract # T437 07-x-37986 (herein the "State Contract"), and a copy of a memorandum dated December 8, 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 procurement of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of $6,861.60; 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.** | X | | | |
| **LEVINE, J.** | | | | X |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT # T437 07-x-37986**
**PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT**
**MEMORANDUM DATED DECEMBER 8, 2014**
**PVWC's FINANCIAL CERTIFICATION SHEET**
**AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: December 8, 2014

FROM: Purchasing Department

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

RE: **State Contract Purchase**
**Contract # T437 07-x-37986**

The Personnel Department in need of two (2) desk top copier/printer/facsimile machines to replace old printers. The Finance Department has certified the availability of funds (see attached).

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 owns d at the end of the lease. The lease will be through **Xerox Corporation** of Fairfield, New Jersey.
Two (2) Xerox WC6655X – 36 months @ $95.30 = $3,430.80 – total - $6,861.60

Respectfully submitted,

L. Beckering

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 T437C-07-x-37986**
**Xerox Corporation (68053)**

Amount of Project or Contract: $ 6,861.60
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: December 2014
Copiers - Lease

Date of Certification: 12/08/2014 Certified: $ 6,861.60

**Yitzchak Weiss**
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION: 14-123**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**STATE CONTRACT #M0483-08-r-39975 70256**
**PROCUREMENT OF COMPUTER EQUIPMENT**

**DATE OF ADOPTION: DECEMBER 17, 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: **DE VITA**

**WHEREAS,** PVWC requires the procurement of a new server for PVWC's Laboratory Information Management System (LIMS) for PVWC's Laboratory 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 computer equipment in the total amount of $7,692.84 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 December 8, 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 $7,692.84; 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.** | X | ___ | ___ | ___ |
| **LEVINE, J.** | X | ___ | ___ | ___ |
| **GRADDY, R.** | X | ___ | ___ | ___ |
| **CLEAVES, C.** | X | ___ | ___ | ___ |
| **BAZIAN M.** | ___ | ___ | X | ___ |
| **DE VITA, T.** | X | ___ | ___ | ___ |
| **KOLODZIEJ, G.** | X | ___ | ___ | ___ |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 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 DECEMBER 8, 2014**
**PVWC's FINANCIAL CERTIFICATION SHEET**
**AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: December 8, 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 PVWC Laboratory requires a new LIMS Server.

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **$7,692.84**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

L. Beckering

Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey
D. Pranitis

## 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:

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

Amount of Project or Contract: $ 7,692.84
1. Acct: # 001-0604-416-65-03 Computer Equipment

Specific Appropriation to which expenditures will be charged: Budget 2014

Other comments: Single Purchase: December 2014
Computer Equipment

Date of Certification: 12/08/2014 Certified: $ 7,692.84

**Yitzchak Weiss**
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION: 14-122**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**DATE OF ADOPTION: DECEMBER 17, 2014**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 15-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

**WHEREAS,** the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process Law require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

**WHEREAS,** following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** the response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the response received, the firm of Anthony S. Cupo Agency of Clifton, New Jersey [the "Awardee"] was determined to be professionally qualified and capable of performing the required services with respect to the Project and its response received December 2, 2014 (hereinafter the "Response"); and

**WHEREAS,** the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, the form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

**WHEREAS,** the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

**WHEREAS,** the said response, or responses, to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, for services related to the Project; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | x | | | |
| **LEVINE, J.** | | | | x |
| **GRADDY, R.** | x | | | |
| **CLEAVES, C.** | x | | | |
| **BAZIAN M.** | x | | | |
| **DE VITA, T.** | x | | | |
| **KOLODZIEJ, G.** | x | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**Solicitations for Professional Services**
**(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

**EXHIBIT A**

**FORM OF AGREEMENT**

**PASSAIC VALLEY WATER COMMISSION**
**FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of_____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and _____ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at _____
_____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 15-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 2, 2014, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc.,

which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than $1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than $1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

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

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

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

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

-Letter of Federal Affirmative Action Plan Approval
-Certificate of Employee Information Report
-Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall

have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Administrative Secretary, or the Director of Engineering, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**PROFESSIONAL FIRM**

Witness or Attest

By: _____ By: _____
Secretary Authorized Signatory

(Seal)

**PASSAIC VALLEY WATER COMMISSION**

By: _____ By: _____
LOUIS AMODIO GLORIA KOLODZIEJ
Administrative Secretary President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

Project # 15-P-12
Insurance Agent Services

Proposals Received: December 2, 2014

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|---|---|
| Anthony S. Cupo Agency<br>50 Mount Prospect Avenue - Suite 100<br>Clifton, New Jersey 07013<br>973-778-7770<br>[redacted] | | See Attached | X Ownership<br>X EEO<br>X Insurance<br>X BRC |
| | | | Ownership<br>EEO<br>Insurance<br>BRC |
| | | | Ownership<br>EEO (Signed no cert)<br>Insurance<br>BRC |
| | | | Ownership<br>EEO<br>Insurance<br>BRC |
| | | | Ownership<br>EEO<br>Insurance<br>BRC |

**RESOLUTION: 14-121**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**DATE OF ADOPTION: DECEMBER 17, 2014**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 15-P-11 entitled "Risk Manager Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

**WHEREAS,** the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process Law require that notice, with respect to contracts for professional services (or extraordinary unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

**WHEREAS,** following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the two (2) response(s) received, the firm of Brown & Brown, Metro, Inc. of Florham park, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their response received November 25, 2014 (hereinafter the "Response"); and

**WHEREAS,** the Response, copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, the form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

**WHEREAS,** the services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law; and

**WHEREAS,** in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto; and

**WHEREAS,** the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-

20.7, and in accordance with said Response, for services related to the Project; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | x | | | |
| **LEVINE, J.** | | | | x |
| **GRADDY, R.** | x | | | |
| **CLEAVES, C.** | x | | | |
| **BAZIAN M.** | x | | | |
| **DE VITA, T.** | x | | | |
| **KOLODZIEJ, G.** | x | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej

**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves

**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 December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**Solicitations for Professional Services**
**(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**
**FORM OF AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and _____ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at _____
_____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 15-P-11 entitled "Risk Manager Services" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 25, 2014, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the Agreement shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, PVWC and PROFESSIONAL are desirous of entering into a consulting agreement to cover the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises herein, PVWC and PROFESSIONAL agree that the terms and conditions of this AGREEMENT are the following:

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT

which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed the annual amount of $_____. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than $1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.

7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than $1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

c) Professional Liability in the amount of not less than $1,000,000 for legal obligations arising out of PROFESSIONAL'S failure to meet the STANDARD OF CARE or other items covered under such Professional Liability policy.

PROFESSIONAL shall provide to the PVWC certificates of insurance as to each of the above which evidence that the policies are in effect.

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.

13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

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

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the

contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

-Letter of Federal Affirmative Action Plan Approval
-Certificate of Employee Information Report
-Employee Information Report Form AA302

j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.

17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any

court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

22. PVWC designates the Executive Director, the Administrative Secretary, or the Director of Engineering, of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**PROFESSIONAL FIRM**

Witness or Attest

By: _____ By: _____
Secretary Authorized Signatory

(Seal)

**PASSAIC VALLEY WATER COMMISSION**

By: _____ By: _____
LOUIS AMODIO GLORIA KOLODZIEJ
Administrative Secretary President

# PASSAIC VALLEY WATER COMMISSION

## ATTACHMENT "A"

## PROFESSIONAL'S PROPOSAL

## PASSAIC VALLEY WATER COMMISSION

**Solicitations for Professional Services**
**(or Extraordinary Unspecifiable Services)**

Responses Submitted by Awardee(s)

**EXHIBIT B**

(On File in the Office of the Administrative Secretary)

Project # 15-P-11
Risk Manager Services

Proposals Received November 25, 2014

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|---|---|
| Brown & Brown Metro, Inc.<br>30A Vreeland Road<br>Florham Park, New Jersey 07932<br>[redacted]<br>dcinelli@bbmetro.com | | See Attached | X Ownership<br>X EEO<br>X Insurance<br>X BRC |
| Alamo Insurance Group<br>55 Flanagan Way - 3rd Floor<br>Secaucus, New Jersey 07094<br>[redacted]<br>tsmith@alamoinsurance.net | | See Attached | X Ownership<br>X EEO<br>X Insurance<br>X BRC |
| | | | Ownership<br>EEO (Signed no cert)<br>Insurance<br>BRC |
| | | | Ownership<br>EEO<br>Insurance<br>BRC |
| | | | Ownership<br>EEO<br>Insurance<br>BRC |

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)**

**SCHEDULES OF FEES AND/OR METHODS OF PROPOSED COMPENSATION**

**APPENDIX F**

I There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

***Brown & Brown Metro's cost for Project #15-P-11 will be $15,000. This will be billed in two, semi-annual installments of $7,500 each.***

**WHEREAS,** the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; (and General Counsel as to form and legality), all of whom have recommended the Agreement for acceptance; and

**WHEREAS,** the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by entering into said Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

**WHEREAS,** N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County or municipality, or any board, body, office, agency or authority thereof, or any subdivisions thereof; and

**WHEREAS,** the USGS, located in West Trenton, New Jersey, and PVWC are such entities; and

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (15ENNJ000000036) with USGS for the period continuing through September 30, 2015; all in accordance with the scope and PVWC's not-to-exceed contribution amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement

the terms of this Resolution and the Agreement as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | X | | | |
| **LEVINE, J.** | | | | X |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 2014.

Louis Amodio
**LOUIS AMODIO**
**Administrative Secretary**

# PASSAIC VALLEY WATER COMMISSION

## USGS CORRESPONDENCE DATED NOVEMBER 24, 2014 AND SHARED SERVICES AGREEMENT (15ENNJ000000036) WITH USGS

## EXHIBIT A

# PASSAIC VALLEY WATER COMMISSION

## SHARED SERVICES AGREEMENT (15ENNJ000000036) WITH USGS

## PVWC'S FINANCIAL CERTIFICATION SHEET

## EXHIBIT B

# PASSAIC VALLEY WATER COMMISSION

## USGS CORRESPONDENCE DATED NOVEMBER 24, 2014 AND SHARED SERVICES AGREEMENT (15ENNJ000000036) WITH USGS

## EXHIBIT A

United States Department of the Interior
U.S. GEOLOGICAL SURVEY

New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, New Jersey 08648

TAKE PRIDE IN AMERICA

November 24, 2014

James G. Duprey
Passaic Valley Water Commission
1525 Main Avenue, POB 230
Clifton, New Jersey 07011

Dear Mr. Duprey:

Attached are four original copies of Joint Funding Agreement No. 15ENNJ000000036, and to confirm our negotiations to continue water resources investigations with Passaic Valley Water Commission. Please sign all originals; return three signed originals to us and retain the other original for your records. Due to the requirements outlined in a Inspector General Report of the Federal/State Cooperative Program, work cannot be continued or started until we receive the signed agreement. Therefore, we will need to have these agreements returned to us before **December 22, 2014**. If this presents any problems for you, please contact me at your earliest opportunity.

Work performed with funds from this agreement will be conducted on a fixed-price basis. For improved fiscal management, agreements that are $25,000 and over now need to be billed at the end of each quarter, after that portion of the work is completed for approximately one-fourth of the agreement. Again, if this presents any problems for you, please contact me at your earliest opportunity.

We look forward to continuing our successful relationship during Federal fiscal year 2015. If you have questions, please call me at 609-771-3910.

Sincerely,

Nancy Gibbs

Nancy Gibbs
Administrative Officer

Enclosures

Form 9-1366
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR**
**GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

| | |
|---|---|
| Customer #: | 6000000103 |
| Agreement #: | 15ENNJ000000036 |
| Project #: | GC15LJ00001/00003 |
| TIN #: | 22-6002470 |
| Fixed Cost Agreement | YES |

FOR

WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of October, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the PASSAIC VALLEY WATER COMMISSION, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with attached workplan herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00

   (a) by the party of the first part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $5,800.00 | October 1, 2014 | | September 30, 2015 |

   (b) by the party of the second part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $56,525.00 | October 1, 2014 | | September 30, 2015 |

   (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

**9-1366 (Continuation)** Customer #: 6000000103 Agreement #: 15ENNJ000000036

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

| U.S. Geological Survey<br>United States<br>Department of the Interior | | Passaic Valley Water Commission | |
|---|---|---|---|
| **USGS Point of Contact** | | **Customer Point of Contact** | |
| Name: | Heidi L Hoppe | Name: | James G. Duprey |
| Address: | US Geological Survey<br>3450 Princeton Pike<br>Lawrenceville, NJ 08648 | Address: | Passaic Valley Water Commission<br>1525 Main Street, POB 230<br>Clifton, NJ 07011 |
| Telephone: | 609-771-3980 | Telephone: | 973-327-2073 |
| Email: | hhoppe@usgs.gov | Email: | jduprey@pvwc.com |

**Signatures and Date**

| | | | |
|---|---|---|---|
| Signature: | Date: 11/25/14 | Signature: | Date: |
| Name: | Richard H. Kropp | Name: | Joseph A. Bella |
| Title: | Director, New Jersey Water Science Center | Title: | Executive Director, PVWC |

CUSTOMER NUMBER: 6000000103
AGREEMENT NUMBER: 15ENNJ000000036

FISCAL YEAR 2015 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
IN COOPERATION WITH THE
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

**Operation and Maintenance**

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

| | | |
|---|---|---|
| Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP) | | |
| 01389500 | Passaic River at Little Falls NJ | |
| | *DCP funded by Passaic Flood Warning System (USACE-NY) | $ 14,200 |
| | | **$ 14,200** |
| Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP) | | |
| 01389492 | Passaic River above Beatties Dam, at Little Falls NJ | |
| | *DCP funded by NJ Drought Monitoring Network (NJDEP) | $ 4,790 |
| | | **$ 4,790** |
| Continuous-Record 6-Parameter Water-Quality Monitor – Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity (with DCP) | | |
| 405307074090201 | Tap Water at main Avenue at Clifton NJ | |
| | *Data only available to cooperator, not to general public | $ 43,335 |
| | | **$ 43,335** |
| | **TOTAL** | **$ 62,325** |
| | **USGS MATCH** | **$ 5,800** |
| | **PVWC** | **$56,525** |

| **PROJECT EXPENSES** | |
|---|---|
| Labor | $23,365 |
| Supplies, Equip., Travel, Other | $3,550 |
| Lab (NWQL), HIF | $8,205 |
| Report Prep (Editing, Drafting) | $0 |
| Total Direct Cost | $35,120 |
| Total Indirect Cost (Overhead) | $27,205 |
| **TOTAL** | **$62,325** |

**Data Availability**

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at http://nj.usgs.gov. Data are quality assured and stored in the USGS National Water

Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at http://waterdata.usgs.gov/nj/nwis/sw . The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at http://waterdata.usgs.gov/nj/nwis/.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to http://water.usgs.gov/wateralert. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

# PASSAIC VALLEY WATER COMMISSION

## SHARED SERVICES AGREEMENT (15ENNJ000000036) WITH USGS

## PVWC'S FINANCIAL CERTIFICATION SHEET

## EXHIBIT B

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

---

Description of Project or Contract: Water Resources Investigations for Various Parameters (**USGS**) for the period continuing through September 30, 2015

Amount of Project or Contract: $56,525.00

Budget 2015 Acct #: 001-3501-425-72-27 Contractor-Lab Service

Other Comments:
The contract takes effect 10/1/2013 but payments will first be made in 2014.

Date of Certification: December 4, 2014

Yitzchak Weiss, CPA
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

YW:yw

**RESOLUTION: 14-129**
**PASSAIC VALLEY WATER COMMISSION**
**RESOLUTION AUTHORIZING A COOPERATIVE PURCHASE AGREEMENT THROUGH THE COUNTY OF PASSAIC**
**DATE OF ADOPTION: DECEMBER 17, 2014**

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") is a public entity engaged in the business of providing potable water to its customers and performing functions generally associated with being a water purveyor; and

**WHEREAS,** the County of Passaic ("Passaic County"), with offices in Paterson, New Jersey, is a public entity formed and functioning and legally authorized to do business within the State of New Jersey; and

**WHEREAS,** N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, or any subdivision thereof, and Passaic County and PVWC are such entities; and

**WHEREAS,** PVWC is desirous of entering into a cooperative purchasing arrangement through the County of Passaic to enable PVWC to use Millennium Communications Group, Inc. ("Millennium") of East Hanover, New Jersey (the County's vendor) to provide fiber optic cable and connections and other related goods and services to enable PVWC to enhance the reliability and security of PVWC's remote

monitoring of reservoir levels, chlorine residuals, transmission of data regarding chemical feed facilities, and security camera feeds; and

**WHEREAS,** a copy of a memorandum from the Director of Purchasing, along with a copy of Millennium's proposal outlining the necessary goods and services for the project in the not-to-exceed amount of $125,902.05 (both dated November 13, 2014), is attached hereto and made a part hereof; and

**WHEREAS,** the Executive Director, and the Director of Engineering, (and Counsel as to form and legality), have reviewed the Director of Purchasing's memorandum and concur with same; and

**WHEREAS,** the not-to-exceed amount quoted by Millennium appears to reasonable, considering the nature and scope of work involved; and

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

**WHEREAS,** it is in the best interests of PVWC, its users and constituent municipalities for PVWC to retain Millennium, through the said cooperative purchase arrangement with Passaic County, at this time;

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

1. That PVWC hereby authorizes and approves entering into a cooperative purchasing arrangement (through the County of Passaic) for Millennium to provide the goods and services necessary to complete the project in the total not-to-exceed amount of $125,902.05; all as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and

execute such documents as are consistent herewith, in order to implement the terms of this Resolution as also set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| SANCHEZ, R. | X | | | |
| LEVINE, J. | | | | X |
| GRADDY, R. | X | | | |
| CLEAVES, C. | X | | | |
| BAZIAN M. | X | | | |
| DE VITA, T. | X | | | |
| KOLODZIEJ, G. | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej

**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves

**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 December 17, 2014.

Louis Amodio

**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: November 13, 2014

FROM: Purchasing Department

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

RE: **Passaic County Co-op Purchase – Contract # 38PCCP**
**New Street, Great Notch & Levine Dam Fiber Connections**

The NJDEP has issued an Amended Administrative Consent Order regarding the fiber connection signal to our Main Pump Station and Operators' offices (see attached memo from Michael Marotta).

The Passaic County Co-op purchase will be from **Millennium Communications Group, Inc.**, of East Hanover, New Jersey, in the amount of $125,902.05 (detailed quote attached). The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

L. Beckering

Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey
M. Marotta

## 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:

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Description of Project or Contract: **Passaic County Co-op Purchase – 38PCCP**
**Millennium Communications Group, Inc.**

Amount of Project or Contract: $ 125,902.05

1. Acct: # 001-0901-419-95-27 Capital / Dam Rehabilitation

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

Other comments: Single Purchase: November 2014
New Street, Great Notch & Levine Dam Fiber Connections

Date of Certification: 11/13/2014 Certified: $ 125,902.05

**Yitzchak Weiss**
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION: 14-128**
**PASSAIC VALLEY WATER COMMISSION**

**Resolution Authorizing an Interlocal Services Agreement with the City of Paterson for Fire Hydrant Testing and Inspection Services of the Water Distribution System**
**Date of Adoption: DECEMBER 17, 2014**

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** Passaic Valley Water Commission ("PVWC") currently supplies water to its owner City of Paterson (also referred to herein as the "City"); and

**WHEREAS,** the City and PVWC are desirous of entering into a shared services agreement for fire hydrant testing and inspection services of the water distribution system and a form of agreement (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the City to provide fire hydrant testing and inspection services of the water distribution system, as set forth in the Agreement; and

**WHEREAS,** N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof, and PVWC and the City are such entities; and

**WHEREAS,** it is in the best interests of PVWC, its users and constituent municipalities for PVWC to enter into the Agreement;

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

1. That the Commission hereby authorizes and approves the Agreement between PVWC and the City of Paterson.
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | X | | | |
| **LEVINE, J.** | | | | X |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej

**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves

**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 December 17, 2014.

**LOUIS AMODIO**
**Administrative Secretary**

**RESOLUTION: 14-127**
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**
**DATE OF ADOPTION: December 17, 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: **BAZIAN**

Seconded by Commissioner: **SANCHEZ**

**WHEREAS,** on November 25, 2014 three (3) bids were received by Contract No. 14-B-39 "Maintenance of HVAC Equipment and Systems"; and

**WHEREAS,** said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality); 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 lowest responsive, responsible bid submitted for this contract was that of Powers Services Company, Inc. of Cedar Grove, New Jersey (the "Awardee") with respect to said bid in the amount of $152,000.00; 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-39 "Maintenance of HVAC Equipment and Systems"; in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to the Awardee as also set forth hereinabove, 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 solicitation for bids made in connection with Contract 14-B-39 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

| | AYE | NAY | ABSTAIN | ABSENT |
|---|---|---|---|---|
| **SANCHEZ, R.** | X | | | |
| **LEVINE, J.** | | | | X |
| **GRADDY, R.** | X | | | |
| **CLEAVES, C.** | X | | | |
| **BAZIAN M.** | X | | | |
| **DE VITA, T.** | X | | | |
| **KOLODZIEJ, G.** | X | | | |

**Adopted at a meeting of Passaic Valley Water Commission.**

Gloria Kolodziej
**President**
**GLORIA KOLODZIEJ**

Chrystal Cleaves
**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 December 17, 2014.

Louis Amodio
**LOUIS AMODIO**
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMO**

DATE: December 3, 2014

FROM: Purchasing Department

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

RE: **Contract # 14-B-39**
**Maintenance of HVAC Equipment**

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 **Powers Service Company, Inc.**, of Cedar Grove, New Jersey, in the amount of **$152,000.00**.

Respectfully submitted,

L. Beckering

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:

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Description of Project or Contract: **14-B-39 - Powers Service Company, Inc.**

Amount of Project or Contract: $ 152,000.00

1. Acct: # 001-2002-423-45-03 Outside Contractors / HVAC

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

Other comments: Two (2) Year Contract Commencing: December 2014
Furnish and Install Replacement

Date of Certification: 12/03/2014 Certified: $ 152,000.00

**Yitzchak Weiss**
Comptroller and Chief Financial Officer

YW:lb

Contract # 14-B-39
Maintenance of HVAC Equipment

Bids Received: November 25, 2014

| BIDDERS | BID DEPOSIT<br>CC- Certified Check<br>CA- Cashier's Check<br>BB- Bid Bond | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|---|---|
| Powers Service Company, Inc.<br>59 Village Park Road<br>Cedar Grove, New Jersey 07009<br>tom@powersservice.com | _____ Certified Check<br>_____ Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>$20,000.00 | $152,000.00 | X Business Registration Cert.<br>X PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| American Comm'l Equipment Repair<br>340A Stagg Street<br>Brooklyn, New York 11206<br>alvin@acerepair.net | _____ Certified Check<br>_____ Cashier's Check<br>Bid Bond<br>Not to Exceed<br>$ | | _____ Business Registration Cert.<br>_____ PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| Amco Enterprises, Inc.<br>600 Swenson Drive<br>Kenilworth, New Jersey 07033<br>mthakkar@amco-enterprises.com | _____ Certified Check<br>_____ Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>$20,000.00 | $255,440.00 | X Business Registration Cert.<br>X PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| BW Mechanical, Inc.<br>274-B Myrtle Avenue<br>Boonton, New Jersey 07005<br>bwmechanical25@yahoo.com | _____ Certified Check<br>_____ Cashier's Check<br>_____ Bid Bond<br>Not to Exceed<br>$ | | _____ Business Registration Cert.<br>_____ PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |
| GRM Facilities Management<br>188 Fries Mills Road - Floor 2<br>Turnersville, New Jersey 08012<br>sschmidt@grantfacility.com | _____ Certified Check<br>_____ Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>$20,000.00 | $156,250.00 | X Business Registration Cert.<br>X PVWC Consent of Surety<br>_____ Other Consent of Surety<br>_____ Public Works Cont. Cert. |