EXECUTIVE DIRECTOR'S REPORT



Executive Director's Report

For the Month

Of

January, 2015

Joseph A. Bella February 18, 2015 Board Meeting

- 1. Finance and Accounting
- 2. Customer Service/Distribution Operations
- 3. Engineering
- 4. Information Technology Services
- 5. Plant Operations
- 6. Purchasing
- 7. Addendum
- 8. Attachments

1. FINANCE AND ACCOUNTING OPERATIONS

The total flow from the Plant decreased from 2,383 million gallons in January, 2014 to 2,332 million gallons in January, 2015, by 51 million gallons. This equals a decrease of 1.6 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to \$121.845 in revenues for the month.

The total flow from the Plant for the prior reporting period of December, 2014, was 2,132 million gallons. January, 2015, has seen an increase of 6.5 million gallons per day which is equivalent to \$477,824 in revenues for the month.

2. <u>CUSTOMER SERVICE/DISTRIBUTION OPERATIONS</u>

- Total Customer Service calls for December, 2014, were 10,201; the call-rate abandonment for December, 2014, was four percent for a total of 312 abandoned calls.
- Total Customer Service calls for January, 2015, were 10,048; total call-rate abandonment was five percent for a total of 369 abandoned calls.
- Year-to-date Customer Service calls for 2014 were 119,442; the call-rate abandonment for the year 2014 was five percent (4,744 calls).
- Year-to-date Customer Service calls for 2015 are 10,048.

Customer Information System

• Training is ongoing.

Distribution Operations

- Total work orders for 2014 were 15,033.
- For the month of December, 2014, there were 920 work orders and 69 radio reads were installed on large, monthly commercial accounts.
- For the month of January, 2015, there were 787 work orders and 103 radio reads were installed on large, monthly commercial accounts.
- There were 12 main breaks in December, 2014.
- There were 57 main breaks in January, 2015, and 48 main breaks in January, 2014.
- Year-to-date total main breaks for 2014 are 175.
- A total of 165 main breaks occurred during 2013.
- Fifty Employees worked 999.7 overtime hours in December, 2014.
- Fifty Employees worked 1,986 overtime hours in January, 2015.

3. ENGINEERING DEPARTMENT

Current Projects

• As part of Passaic Valley Water Commission's (PVWC's) long-term initiative to increase replacement of existing, failing piping, while continuing the current cleaning and lining program, several pipe replacement projects have been identified and are currently in the

planning and design phase. Following completion of design, it is anticipated that both of these projects will be advertised for bids in early summer of 2015.

- Liquid Oxygen Ambient Air Vaporizers: The Contractor has completed piping up the new ambient air vaporizers. Following successful startup and de-bugging of the new system, the temporary ambient air vaporizer units will be removed from the project site and the permanent units will be placed in service.
- The main interconnecting Wanaque to Industrial Systems valve, to replace the existing broken 85-year-old valve in the Main Pumping Station, has been procured by PVWC and is anticipated to be installed within the next several weeks.
- The construction contract for the new, tube-settler bypass piping and appurtenances is nearing completion. The Engineering Department is coordinating with Plant Operations Personnel in the preparation of an Standard Operating Procedure (SOP) for operation of the modified system.
- The construction contract for the seismic retrofit of New Street Reservoir Dam is currently underway. The contractor continues to submit shop drawings for review and approval.
- PVWC's project representatives continue to coordinate responses to Requests for Information (RFI's) from the Vendor while the remote sites Supervisory Control and Data Acquisition (SCADA) project continues to progress forward.
- This cleaning and lining project in Clifton and Paterson is continuing on schedule and within budget; and as planned, the construction activity will re-commence when weather permits following the winter months.
- The design phase of the pipe replacement project is continuing and bid documents continue being prepared. The design and completion of bid documents is scheduled to be advertised for bidding as soon as possible following completion of the design.
- Rehabilitation of the Great Falls Pedestrian Bridges: The consultant has completed the bid documents for structural and other necessary repairs to these pedestrian bridges. Following incorporation of PVWC's final review comments, this Contract will be advertised for public bidding.
- Rehabilitation of PVWC's Hydroelectric Generators: The Request for Proposals (RFP) for
 professional services to assist PVWC with the design (including feasibility study and design,
 preparation of bid documents and services during construction) for rehabilitation of PVWC's
 hydroelectric generators and related facilities is being finalized by the Engineering
 Department.

Following incorporation of several modifications to the conceptual approach, this RFP will be advertised under the Fair and Open Process. This rehabilitation project will consist of two separate bid contracts, the first to rehabilitate the penstock and penstock bypass valves and

isolation stop-logs, and the second to sequentially rehabilitate the hydroelectric generators. An initial feasibility analyses will be conducted to determine the number of hydroelectric generator units that should be included for rehabilitation. Following award of the contracts, the rehabilitation phases of the project are anticipated to take place in stages over at least a two-year period with each of the contracts staggered but anticipated to be implemented concurrently.

- Horizontal, Split-Case Pump Rehabilitation Contract: Bid documents will be prepared to replace the existing valves that will be needed to individually isolate those pumps for the future pump rehabilitation project. This valve rehabilitation contract is anticipated to be advertised for bids in year 2015. Sequential rehabilitation of the pumps will take place under a separate publically bid contract following completion of the valve rehabilitation contract.
- PVWC's new website has recently been activated and the training of PVWC's designated Personnel has been completed. The new website is now being maintained by PVWC.
- The Contract for construction of the new Verona Water Storage Tank No. 2 has been awarded and this contract is currently underway. The contractor is in the process of submitting shop drawings for review and approval.
- Grant/Loan/NJEIT Funding: PVWC's Engineering Department continues coordination with New Jersey Environmental Infrastructure Trust regarding upcoming projects and future loanforgiveness opportunities.
- Departmental Support: Assisted other PVWC Departments (Purification, Distribution, Maintenance, and Legal) on Engineering-related matters such as wholesale billing, allocation-related issues, interconnecting testing, regulatory interfacing related to the dams, the DPCC program and other regulatory-related issues.

Long-Term Ongoing Projects

• <u>Standby Power Generation system at the Plant, Levine, Great Notch and New Street Water Storage Improvements</u>

PVWC anticipates receiving a schedule extension from New Jersey Department of Environmental Protection (NJDEP) to retain an outside consultant to assist PVWC with public outreach and workshop activities for the Levine Water Storage Improvements project.

In accordance with discussions with NJDEP, and as authorized by the Commission, PVWC has requested a schedule extension from NJDEP to delay the advertising of the generators for approximately 90 days while HUD/Sandy/SRF financing options are pursued.

Geographical Information Systems (GIS)-Customer Account Validation

The refined customer account database continues being checked by PVWC's Engineering and Distribution Departments to verify reconciliation of all account discrepancies.

NJDOT: Coordinated with officials from the New Jersey Department of Transportation regarding ongoing projects and the impact on PVWC facilities.

4. INFORMATION TECHNOLOGY SERVICES

Yitzchak Weiss will report.

5. PLANT OPERATIONS

MAINTENANCE AND CONSTRUCTION

Executive Summary

- New, Maintenance-Locker Room sheet rock, spackle and install garage lights.
- Started maintenance and repair on Industrial Pump #4.
- Repaired blown out link seal on Contactor pipe line from Actflo train.
- Setup emergency generators for potential storm.
- Replaced flooded-out actuator for McBride Crossover Valve.
- Changed two-sample faucets for Lab in Lodi.

Maintenance

- Worked on annual oil changes and greasing.
- Poured concrete for stairs to the Corrosion Control trailer at Great Notch.
- Worked at Nosenzo Pond Well House repairing site glass.
- Worked at Prospect Park Pump Station coating sump pit area to prevent water from leaking into basement storage area.
- Moved mixers on Residual Tank #3

Little Falls Water Treatment Plant Maintenance

- Contactors
- Clarifier
 - o Replaced check valve on Wet Well Pump 104.
 - Yearly inspection on Clarifier #1 & #3 are completed.
 - o Unclogged Clarifier #1 hydrocyclone 102.
- Dewatering Station
- Dry Polymer System
- Equalization Basin Repaired broken Victaulic-T on fire line
- Filters
 - o Check filter A-1 influent valve and appears to be working.
- LOX Facility –

- Microsand Transfer Tank
- Ozone System
 - o Replaced oil pump on Ozone Generator #3 PSU cabinet.
 - o Installed new Ozone monitors for Contactor #3.
 - o Installed new plates on heat exchanger on CLCW System #3.
 - o Repaired bow-off on upper CLA-VAL regulator for the CLCW system.
- PACL System
- Residual Treatment Facility
 - o Repaired one Moyno Pump, the other one was un-repairable due to sand.
- Sand Recirculation Pumps
 - o Repaired pump #202.
 - o Repaired pump #403.
- Travelling Screens Scheduled repair for month of November. (Completed; needs more work after the leaf season).
- Trash Rake
- Wash Water Pumps

Transmission

- Airport Pump Station
- Industrial Pump Station
- Morris County Pump Station
- Totowa Pump Station
- Transfer Pumps
- Verona Pump Station
- Wanaque Pump Station Outside contractor repaired lid and reinstalled with seal.
- Wanaque South Pump Station

Chemical Feed System

- Started new Corrosion Control System at Burhan's Ave.
- Installed new injector checks on Residual Polymer System 1680 & 1681.
- Installed two new PVC ball valves on Caustic Pump #10 due to leaks.
- Removed leaking Hypo backpressure valve on the injector rod at High Crest Pump Station.
- Removed and cleaned the Dry Polymer dispenser and replaced the plunger on system #2.
- Installed a new air actuated water valve on Dry Polymer System #2.
- Installed two y-strainers on the suction of the Residual Polymer systems.
- Installed a new 1-inch suction line from the Residual Polymer totes to the polymer.
- Installed two new, seepex-polymer pumps and relief valves on Residual Systems 1680 & 1681.
- Brought out 20 Gallons of Hypo to High Crest Pump Station System.
- Cleaned out the Hypo injector rod at Botany Pump Station
- Brought out 750 Gallons of Corrosion Control to Hepburn Avenue, Botany Pump Station and Great Notch.

• Cleaned out the lines to the sewer treatment plant sink and pH probe.

Distribution/Remote Facilities

- Point View
- Post Brook Public Water System
- Burhan's Avenue Pump Station
- High Crest Public Water System
- Bloomingdale/Riverdale/Mathews Avenue Pump Station
- Great Notch Facilities
- Dixon Avenue
- Garret Heights Pump Station
- Lodi
- New Street Pump Station
 - o Installed repaired pump.
- Levine Reservoir
- Lincoln Park Pump Station
- Botany Pump Station repaired leaks on Pumps #3 & #4.
- Pressure Regulators/Air Release Valves
- Sunset Pit
- Prospect Park Pump Station repaired leaking ASCO valve.
- Hepburn Rd.
- Jackson Ave Pump Station
- East Side Pump Station
- Wanaque South
- Great Falls installed repaired motor on pump #3.

Service Contracts

• Electrical Service Contract: New contract did not start yet.

HVAC Service Contract – In good standing

WATER QUALITY AND TREATMENT OPERATIONS

Little Falls Water Treatment Plant (LFWTP) performance:

- All LFWTP treatment regulatory requirements were met in January, 2015.
- All LFWTP chemical disinfection requirements were met in January, 2015.
- Potassium permanganate was not used for source water treatment in January.
- Primary disinfection with ozone:
 - 1. The required Inactivation Ratios (IR = 1.0) for virus and *Giardia* disinfection with ozone were met all of the time for all active contactors during January.
- Filtration:

- 1. There were no regulatory violations in January for either individual filter effluent or combined filter effluent.
- 2. The maximum CFE turbidity in January was 0.17 NTU. Due to plant shutdown on January 23th,

• Residual disinfection with chlorine:

- 1. There were no regulatory violations for the chlorine residual concentrations.
- 2. The target residual in January was 2.0 mg/L (1.6 to 2.0 mg/L). The range during January for CFE chlorine residual was 0.33 to 2.66 mg/L well within the target range.
- 3. The CFE chlorine residual varied outside of a range of 1.6 to 2.0 mg/L on the following occasion:
 - January 23th the chlorine residual dropped to a 0.33 mg/L due to plant shutdown.

• Finished water (LFWTP) pH:

1. Finished water pH was usually within the target range of 7.9 to 8.1, and was always between 6.6 and 9.8. Fluctuations due to many plant shutdowns.

External Activities:

 Operators holding their T-1 – T-3 licenses are attending classes at Rutgers to obtain their credits for the deadline of September 2015.

Source Water:

• There was no source water need for permanganate oxidation in January.

LFWTP Treatment Processes:

- A-2 filter still out of service (influent valve).
- Generator #2 closed loop system leaking waiting on parts.
- Mixer #2 out of service for Tank 3.
- Having issue with residual polymer systems clogging. Ordered new polymer to try.

Remote Chemical Feed Stations:

• All remote station chlorine disinfection requirements were met in January 2015.

Distribution Systems:

Consultant Projects:

- A. Treatment Process Optimization (Black & Veatch):
- B. Residuals Process Optimization (Environmental Engineering & Technology, Inc.):
- C. Ozone System and Tracer Study Review (Kennedy-Jenks Consultants add West Yost Associates):
- D. Ozone System Optimization (Process Applications Inc.)

• The primary reason for overtime was filling in shifts as needed (for vacation, sick days, etc.). Summaries of overtime are shown below for all instances of > 1 hour:

Week Starting Date	Standby OT Hours	Emergency OT Hours
1/04/14	30	56.80
1/11/14	30	52.00
1/18/14	30	54.50
1/25/14	30	89.50
Total hours:	120.00	253.10

Cost Factors:

2015 Monthly	Data:				
Month	Volume Produced (MG)	Water Treatment Cost	Residuals Treatment & Disposal Cost	Total Monthly Cost*	Total Cost per MG
January'15	1,592	\$291,168	\$148,062	\$447,174	\$281.00
February '15					
March '15					
April '15					
May '15		11			
June '15					
July '15					
Aug '15					
Sept '15					
Oct '15					
Nov '15					
Dec '15					

^{*} Total monthly costs also include the chemical treatment costs for the three reservoirs, Hepburn Rd. and Botany Pump Station.

^{*} January 2015 cost totals include preliminary estimates for the costs at Hepburn Rd., Levine Reservoir, New St. Reservoir, Great Notch Reservoir, and Botany Pump Station.

WTP Shutdowns:

- 1/9/15 Shutdown due to electrical spike.
- 1/15/15 Planned shutdown to install the some GOX connections for new ambient vaporizers.
- 1/23/15 Shutdown due to contactor #2 draining (ambient ozone monitor) activated in destruct room.
- 1/24/15 Shutdown due to train #3 link seal.
- 1/30/15 Shutdown due to generator #1 air conditioner.

Summary of Outstanding or Compliance Issues by system:

- Main System:
 - o Ongoing exceedance of the New Jersey recommended upper limit (RUL) for sodium.
 - o The State secondary level for odor exceeded the recommended upper limits of five.
 - O Correction: The October State secondary level for total dissolved solids (TDS) exceeded the recommended upper limit of 500 mg/L. As of the January, 2015, sampling event the TDS level is now within the recommended limit for this parameter.
 - Administrative Consent Order with NJDEP to address the uncovered drinking water reservoir requirements of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR).
- Post Brook:
 - o On-going exceedance of the Manganese State RUL.

General Regulatory Compliance Update:

Total Coliform Rule (TCR)/ Revised Total Coliform Rule (RTCR)

- All systems are in compliance with the Total Coliform Rule.
- All samples collected in the PVWC, High Crest, Lodi, North Arlington, Post Brook and Wallington systems in January were absent for total coliform and absent for E. coli.
- Work continues on updating coliform sampling plans. This is an ongoing project.

Lead and Copper Rule

O All systems are currently in compliance with the Lead and Copper Rule. The lead and copper 90th percentile levels from the most recent tap sampling events were just below the action levels. The next sampling events are scheduled for the summer of 2015.

Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

The second round of source water monitoring is scheduled to begin in April, 2015, and continue through March, 2017. Results of this monitoring will be used to determine if additional Cryptosporidium treatment is at the treatment plant is required.

Stage 2 Disinfection Byproduct Rule (DBPR)

- All systems are in compliance for total trihalomethane and haloacetic acid levels for the fourth quarter of 2014.
- The next round of compliance monitoring is scheduled for to be completed during the first week of February, 2015.

Unregulated Contaminant Monitoring Rule 3 (UCMR3)

- The first of four UMCR3 monitoring events for the Lodi system was completed in November with the next event scheduled for February, 2015. This monitoring will continue on a quarterly basis through August, 2015.
- UMCR3 monitoring requirements are complete for the PVWC, North Arlington and Wallington systems. UCMR3 monitoring is not required for the High Crest and Post Brook water systems.
- The Safe Drinking Water Act regulatory compliance summary for the month of January, 2015, is provided in the attached table.

6. PURCHASING

Contract # 14-B-10 - "Water Meter Reading and Related Services" - recommendation to award to Severn Trent Environmental Services - two years - \$1,612,900.00 - Hearing Scheduled for February 6, 2015.

Contract # 14-B-11 - "Water Meters and Appurtenances" – bids to be received (Re-Bid) February 24, 2015.

Contract # 14-B-35 - "Dump Truck" – recommendation to reject and re-bid.

Contract # 15-B-03 - "Flocculation Aid Dry Polymer" – bids to be received February 24, 2015.

Contract # 15-B-05 - "Makeup Filter Media" - bids to be received March 3, 2015.

Contract # 15-B-10 - "Bituminous Materials" recommendation to award to Tilcon, New York, two years - \$317,110.

Contract # 15-B-24 - "Electronic Payment System" - bids to be received February 10, 2015.

Competitive Contracting

Contract # 13-C-01 - "Procurement of Customer Service Information System (CIS) and Related Professional Services" – Advanced Utility Systems - in the process of configuring various interfaces between the two systems (Sungard and Advanced). Once completed, testing will take place to assure accuracy. The tentative go-live date is the end of March, 2015. This could be delayed by a few weeks if the interfaces do not progress smoothly. Training of Customer Service and Distribution Staff is on-going.

State Contract Purchase

Hertrich Fleet Services, Inc. – one-time purchase – one Jeep Patriot @ \$20,494.

db

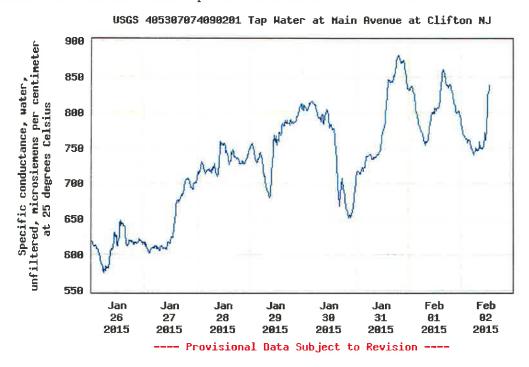
ADDENDUM

Laboratory Data Summary

1. Distribution System Dissolved Salts

Conductivity in our water rises in the winter months, when roads and highways upstream of our intake are salted during winter storms. The dissolved salts can reach our customers and provoke taste complaints. Throughout January and into the beginning of February the conductivity has been rising and is now $800-850~\mu\text{S/cm}$ at the Main Ave. monitoring point (representative of 300' gradient distributed water). If it rises to $1200-1500~\mu\text{S/cm}$ we can expect to begin receiving customer complaints.

We also monitor LFWTP intake and effluent daily, as well as the Wanaque-North supply, in order to recommend mixture optimization to minimize this effect.



2. Long-Term-2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

We are on track to begin our second round of EPA-mandated LT2 sampling in April, 2015, sampling twice monthly over a two-year period for Cryptosporidium, Giardia, turbidity and *E.* coli. The Crypto, Giardia and E. coli testing will be performed by Eurofins lab (formerly Underwriters Laboratory) in Indiana. We will conduct the turbidity analyses ourselves. The results of this study will be sent directly to the NJDEP and compiled by the USEPA. They will be used to determine whether PVWC must install additional Crypto removal/inactivation technology at our treatment plant. By internal agreement the sampling will include the Pompton River at Wanaque-South (our location 612A), our headgates (101) and the Passaic River above Two Bridges (110).

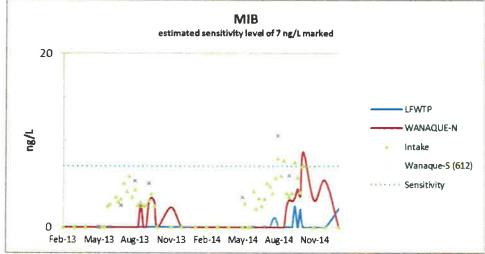
In the first round of LT2 testing, which sampled locations 612 and 101, the two sources appeared roughly comparable for Crypto occurrence, averaged over the two-year sampling

period. If this new round determines that local Crypto occurrence is somewhat higher than before, LFWTP may be allocated into a higher "bin" per the LT2 regulation. That determination would compel us, by Federal regulation, to implement steps towards an additional Log-removal credit for Crypto.

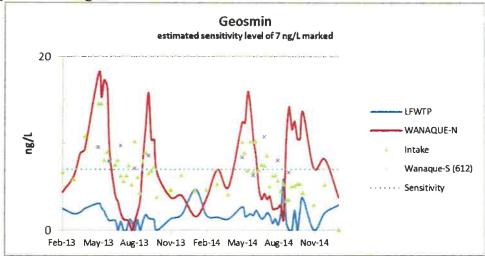
3. MIB/Geosmin Trends - January 2013 to Present

Weekly sampling May – September; Monthly sampling October – April

MIB levels in January remain low at all sampling points.



Geosmin readings in January were measureable but not up to our estimated customer sensitivity level of 7 ng/L at our intake or in our finished LFWTP water.



4. Unregulated Contaminants Monitoring (UCMR-3)

Lodi began its UCMR3 sampling in November, and will continue with the three remaining quarterly samples (February, May and August) in 2015. That will close out our UCMR3 sampling requirements. The PVWC main system and the North Arlington system have each completed their four quarterly samplings. Following is a summary of our test results to date.

• Chlorate. The Lodi entry-point (L40) chlorate reading from November was received this month and was somewhat lower than the Lodi maximum RT sample (L3). Results in µg/L are shown in the following table.

UCMR3 Chlorate (ug/L):

			201	3				2014	
Row Labels	Feb	May	Jul	Aug	Oct	Nov	Jan	Apr	Nov
PVWC-LFWTP PVWC-			320		430		140	93	
WANAQUE-N			130		130		51	36	
NA#12			260		360		81	71	
NA#18			280		340		83	67	
PVWC-D32			250		290		70	71	
WALL-W12	280	250		370		250			
WALL-W7	190	310		380		260			
LODI-L3									210
LODI-L40									140

o For reference –

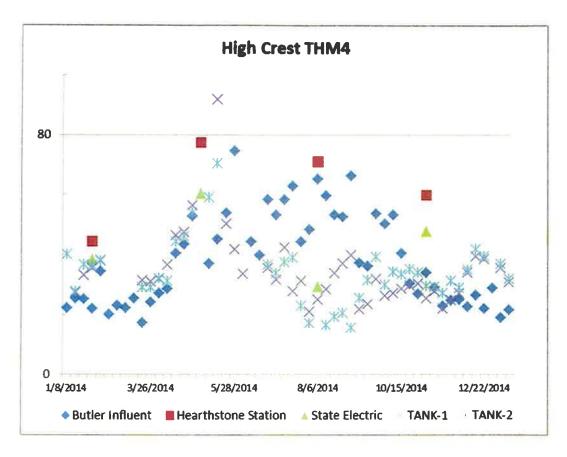
- Chlorate was not among the contaminants on which EPA issued a Regulatory Determination in October. However, EPA did state they will be including chlorate in their overall review of Disinfection Byproducts, expected to be complete by the end of 2015.
- EPA is currently estimating a Health Reference Level (HRL) of 200 μg/L for chlorate.
- Nationwide, based on EPA's published UCMR3 data collected so far (July 2014), about 15 percent of all water samples collected by then exceeded the 200 μg/L HRL. Nearly 50 percent of all PWS's engaged in UCMR3 testing for chlorate exceeded this HRL in at least one sampling. As shown above, most of our samples, including Wallington's, exceed the current estimated HRL.
- California has a notification limit (not an MCL) of 800 μg/L.
- The Canadian Guidelines for Drinking Water Quality (updated 2012) give an upper limit of 1000 μg/L.
- WHO drafted an upper limit of 700 μg/L around 2005.
- The Lab is setting up one of our IC instruments so we may monitor our own distribution and plant finished water for chlorate as needed after UCMR3 is over.
- **Hexavalent Chromium (Cr-6).** The Cr-6 found in Lodi's entry-point sample at L40 was among the lowest readings seen to date in our systems during 2013/14. Following is a summary of results observed in our systems and Wallington, plus our NJDWSC supply (results in μg/L):

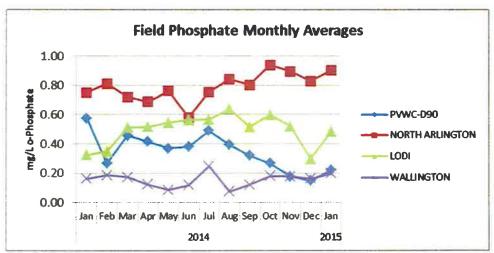
			2013	3				2014	
Row Labels	Feb	May	Jul	Aug	Oct	Nov	Jan	Apr	Nov
PVWC-LFWTP PVWC-			0.047		0.12		0.093	0.060	
WANAQUE-N			0.045		0.034		< 0.030	0.035	
NA#12			0.044		0.066		0.048	0.045	
NA#18			0.051		0.061		0.05	0.042	
PVWC-D32			0.047		0.078		0.04	0.066	
WALL-W12	0.061	0.085		0.10		0.050			
WALL-W7	0.051	0.093				0.061			
LODI-L3									0.072
LODI-L40									0.038

- o Neither hexavalent chromium, nor total chromium, was addressed in the EPA preliminary regulatory determination of October.
- It does not appear from our data collected in this project that there is significant net formation of Cr-6 occurring within the distribution system itself: the data in North Arlington, Wallington, Lodi and at PVWC-D32 are not significantly higher than the water leaving the LFWTP.
- o Effective July 1, California's state MCL for hexavalent chromium is 10 μg/L.
- O Because our Total Chromium levels are all below 0.3 μg/L (see Metals, below), our typical Hexavalent Chromium cannot typically be higher than that. This means for routine exploratory monitoring going forward, the simpler and less expensive Total Chromium survey testing will suffice to keep an eye on our maximum potential Hexavalent Chromium levels.

5. High Crest THM Removal

The impact of the aerators, circulators and ventilators now installed in the High Crest Tanks is evident in the trend shown below. The THM levels in the tanks are now somewhat higher than in the incoming Butler influent (although still well below regulatory limits), in contrast to the warmer months, because the treatment was turned off in December in anticipation of freezing temperatures during the winter. This change mirrors the reductions seen in July after these systems were put in operation, and these observed differences provide empirical evidence of the effectiveness of these corrective actions.



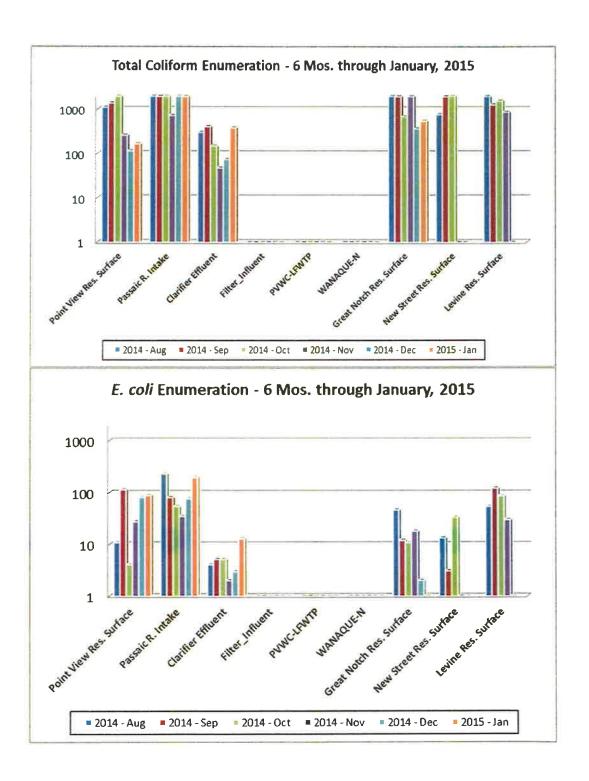


6. Coliform Profiling

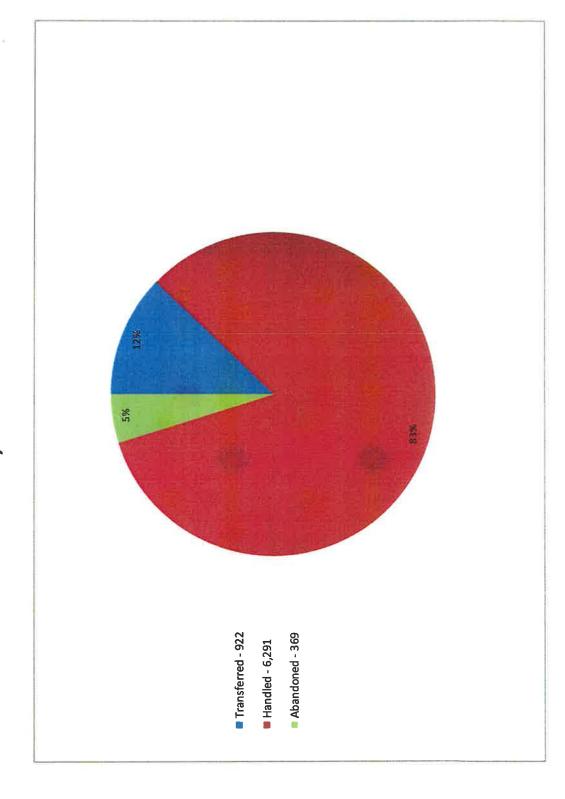
We sample various points monthly for Coliform enumeration, including E. coli enumeration. Raw-water sampling locations include Point View Reservoir and the LFWTP intake. Plant process locations include Clarifier Effluent and Filter Influent. Finished water at the plant (LFWTP and NJDWSC) is sampled and also the surfaces of each Finished Water Reservoir. These monthly studies reveal how bacteria present in raw water are removed through the plant treatment process to the extent that finished water is virtually coliform-free on a consistent

basis. However, after this disinfected water is stored in open reservoirs, it regains its bacterial contamination such that it becomes, from a coliform contamination standpoint, nearly indistinguishable from the raw water before treatment. This effect is particularly pronounced in the warm summer months. In the cooler weather of recent months we can see the bacteria population decreasing again.

The following charts depict these monthly studies for the six-month period ending January, 2015, for Total Coliform and E. coli enumerations.

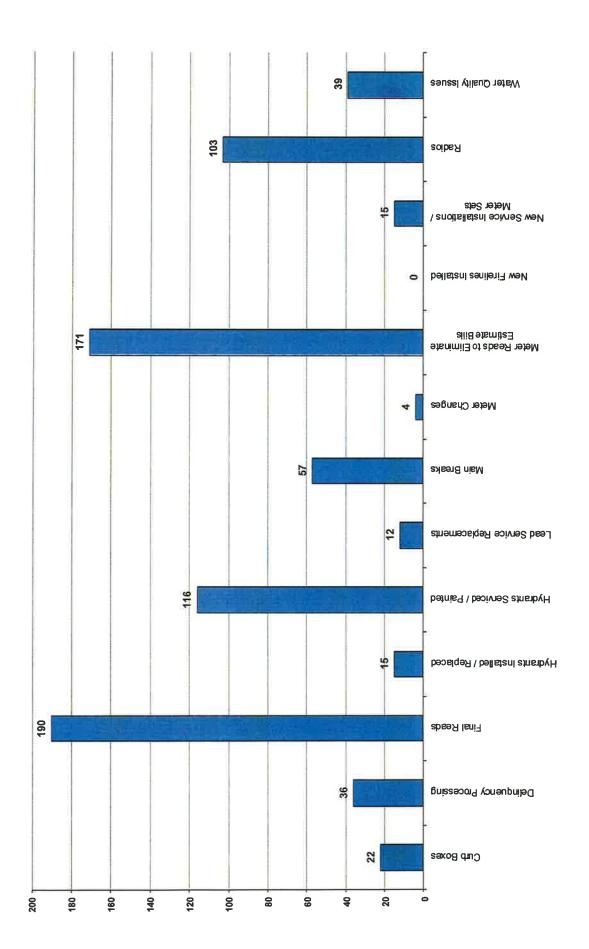


January 2015 10,048 Calls

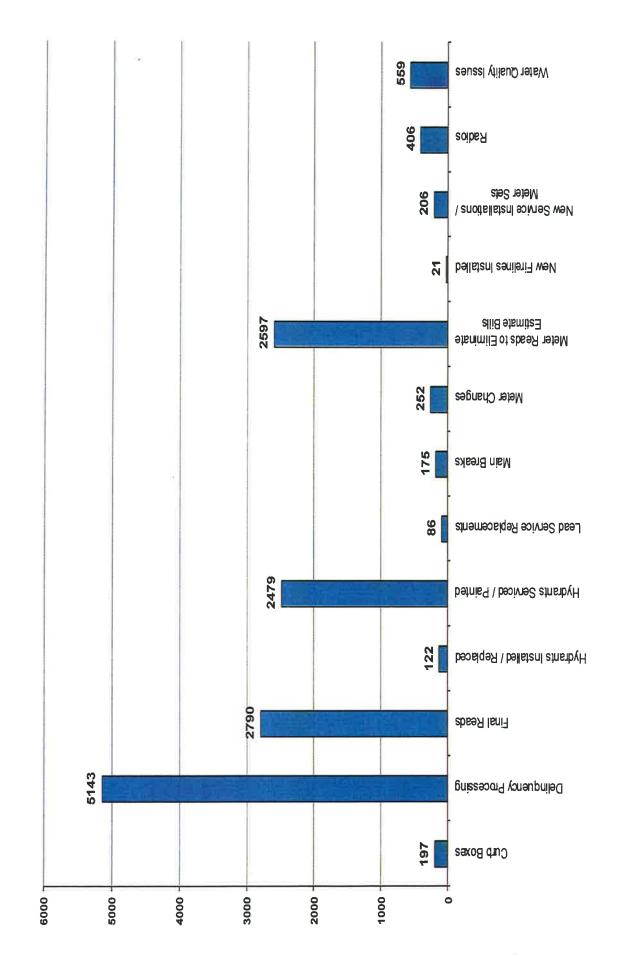


January 2015 – Work Orders

7 hydrants need to be replaced



2014 – Work Orders Total: 15,033



January 2015: Top 20 Largest Amounts Delinquent

								-	
Name	Address	Total Amount Due	Total Amount Delinquent	Cut Off Date	Aging 30	Aging 60	Aging 90	Aging 120	Notes
EAST NEWARK CENTER, LLC	255 GRANT AVE, EAST NEWARK	\$73,056.18	\$70,587.27	3/13/2015	\$0.00	\$2,390.61	\$2,390.61	\$12,023.31	Off at meter
FDR SERVICE CORP OF NJ	179 LAFAYETTE ST, PATERSON	\$82,971.73	\$68,483.12	2/20/2015	\$14,609.37	\$20,105.77	\$10,295.97	\$21,916.94	Not 67 days delinguent yet
CORAL DYE & FIN. CORP.	555 E 31ST ST, PATERSON	38,117.67	37,360.71	2/19/2015	\$1,143.97	\$1,089.37	\$1,198.57	\$29,220.86	Working on payment plan with new owner
MARCAL PAPER COMPANY	1 MARKET ST, ELMWOOD PARK	\$94,383.14	\$37,028.49	2/20/2015	\$36,329.10	\$0.00	\$0.00	\$0.00	Not 67 days delinquent yet
TRYANOWSKI,KEVIN	181 PASSAIC ST, GARFIELD	\$36,012.16	\$35,351.04	12/19/2014	\$0.00	145	\$61.12	\$32,580.98	Off at curb
ST. JOSEPH'S REGIONAL MED CNTR	703 MAIN ST, PATERSON	\$96,192.83	\$34,518.67	3/2/2015	\$26,512.13	9	\$8,006.54	3	Not 67 days delinquent yet
CAMILO, VICTOR	380 -400 RIVER DR, PASSAIC	\$37,054.80	\$29,020.25	2/23/2015	\$6,764.30	\$6,468.74	\$6,226.59	\$8,523.78	Off at curb
INTERNATIONAL VEILING COMPANY	244 HAZEL ST, CLIFTON	\$29,583.51	\$23,567.80	3/2/2015	\$4,719.69	\$6,534.23	\$5,156.49	\$6,523.41	Not 67 days delinquent yet
WALKER REALTY GROUP	196 21ST AVE FIREL, PATERSON	\$24,905.32	\$23,102.32	3/11/2015	\$308.69	\$308.69	\$308.69	\$3,659.31	Off at curb
HELLER, ALFRED	388 GETTY AVE, CLIFTON	\$21,951.76	\$20,522.04	2/23/2015	\$304.17	\$304.17	\$304.17	\$3,277.83	Off at curb
CRUZ, MICHAEL	4 GARIBALDI AVE, LODI	\$28,651.72	\$20,091.01	3/2/2015	\$0.00	\$0.00	\$8,373.50	\$11,360.51	Needs to be dug
GREEN UNION, LLC.	47 PASSAIC ST, PASSAIC	\$20,697.46	\$19,923.80	3/2/2015	\$19,923.80	\$0.00	\$0.00	\$0.00	Needs to be shut off once weather warms up
GALAXIE CHEM CORP	6 -34 PIERCY ST FIREL, PATERSON	\$21,310.56	\$19,815.56	3/11/2015	\$308.69	\$308.69	\$308.69	\$3,334.50	Off at curb
ALFRED HELLER HEAT	5 WELLINGTON AVE FIREL, CLIFTON	\$21,027.05	\$19,612.05	3/11/2015	\$308.69	\$308.69	\$308.69	\$3,139.25	FL off at curb
TRINITY PARTNERS LLC	663-667 MAIN AVE FIREL, PASSAIC	\$20,739.98	\$19,517.25	3/11/2015	\$463.26	\$463.26	\$463.26	\$3,067.43	Needs to be dug
LAVALAS, LLC	47 -49 WALL ST FIREL, PASSAIC	\$20,455.60	\$19,000.60	3/11/2015	\$308.69	\$308.69	\$308.69	\$2,944.49	Off at curb
MORGAN PROPERTIES- ELMWOOD VILL	84 ELMWOOD TER, ELMWOOD PARK	\$18,894.34	\$18,894.34	3/4/2015	\$125.19	\$0.00	\$0.00	\$0.00	Not 67 days delinquent yet
CENTRAL BERGEN PROPERTIES	950 RIVER RD, GARFIELD	\$26,454.97	\$18,238.07	2/23/2015	\$7,264.28	\$9,084.28	\$1,367.61	\$0.00	Not 67 days delinquent yet
EZEQUIL, COMACHO	44 – 46 WALL ST FIREL, PASSAIC	\$17,987.67	\$16,692.67	3/11/2015	\$308.69	\$308.69	\$308.69	\$2,523.65	Verifying if domestic & fireline is on or off
W & S REALTY CO.	926 MARKET ST FIREL, PATERSON	\$17,481.23	\$16,378,49	3/11/2015	\$463.26	\$463.26	\$463.26	\$2,513.81	WO for Delinquency Turn Off 2/10/2015

Safe Drinking Water Act Regulatory Compliance Executive Summary - Submitted on February 2, 2015

Ongoing sodium exceedance in the main PVWC system, and ongoing manganese exceedance in the Post Brook system.

Work is in progress under an Administrative Consent Order with NJDEP to address the open finished water reservoir requirements of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR).

	SAFE DRINKING WAT	TER ACT REGULATO	ORY COMPLIANCE C	ER ACT REGULATORY COMPLIANCE OVERVIEW - JANUARY 2015	7 2015	
DATE: 61 IDANITTED EED 2 2045	PVWC	HIGH CREST	ГООІ	NORTH ARLINGTON	POST BROOK	WALLINGTON
DATE: SUBMITTED FEB 4, 2013	NJ1605002	NJ1615003	NJ0231001	NJ0239001	NJ1615008	NJ0265001
Microbiological Contaminants - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Coliform Detections	None	None	None	None	None	None
E.coli/Fecal Coliform Detections	None	None	None	None	None	None
Asbestos	IN COMPLIANCE	WAIVER	WAIVER	WAIVER	WAIVER	WAIVER
Bromate	IN COMPLIANCE					
Disinfection Byproducts: Trihalomethanes and Haloacetic Acids - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Disinfection Byproduct Precursors (TOC Removal)	PENDING VALIDATION OF JANUARY RESULTS					
Inorganics Contaminants- General	IN COMPLIANCE				IN COMPLIANCE	
Lead	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Copper	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Nitrate, mg/L	IN COMPLIANCE				IN COMPLIANCE	
Radiological Contaminants	IN COMPLIANCE				IN COMPLIANCE	
Secondary Contaminants - General	IN COMPLIANCE EXCEPT FOR ODOR				IN COMPLIANCE EXCEPT FOR: HARDNESS AND TOTAL DISSOLVED SOLIDS	
Secondary Manganese	IN COMPLIANCE		IN COMPLIANCE	IN COMPLIANCE	OUT OF COMPLIANCE ONGOING EXCEEDANCE	IN COMPLIANCE
Secondary Sodium	OUT OF COMPLIANCE ONGOING EXCEEDANCE				IN COMPLIANCE	
Volatile Organic Compounds	PENDING VALIDATION OF JANUARY RESULTS				IN COMPLIANCE	

PASSAIC VALLEY WATER COMMISSION MONTHLY CHEMICAL COST SUMMARY Jan-15

CHEMICALS	LBS USED	S/LB	TOTAL COST (\$)	COST/MG	
LIQUID FERRIC SULFATE	313481	\$0,202	\$63,356	\$39.81	
COAGULANT POLYMER (Clarifloc A-3333P)	3360	\$1,290	\$4,334	\$2,72	
MICROSAND	29000	\$0.096	\$2,782	\$1.75	
POTASSIUM PERMANGANATE	0	\$2,217	\$0	\$0.00	
POLYALUMINUM HYDROXYCHI OROSULFATE (Filter Aid)	28171	\$0,359	\$10,124	\$6,36	
LIQUID OXYGEN	169876	\$0,0380	\$6,462	\$4,06	
RESIDUAL POLYMER (Clarifloc A-6320)	3902	\$0,860	\$3,355	\$2,11	
CORROSION INHIBITOR (HEPBURN RD.)	7806	\$0.427	\$3,335	\$2,10	
CORROSION INHIBITOR (BOTANY)	3286	\$0,427	\$1,404	\$0.88	
CORROSION INHIBITOR (Airport, Ver, Tot)	5513	\$0.427	\$2,355	\$1,48	
CORROSION INHIBITOR (Morris County)	4733	\$0,427	\$2,022	\$1,27	
	GALS USED	S/GALS	TOTAL COST (S)	COST\MG	
RESIDUAL MANAGEMENT	1712500	\$0.085	\$144,706	\$90.92	Made change Jan 2015 from 0.035 to 0.037
PVSC SEWER FEES (INCL. TANK #3 DECANT)	cost per month (base	d on 2013 parameters) =	\$4,817	\$3.03	This will change next month Andrea
HYDROGEN PEROXIDE	8473	\$3,089	\$26,171	\$16.44	10-10-10
SODIUM HYDROXIDE (CAUSTIC)	66293	\$1,7635	\$116,907	\$73,45	
SULFURIC ACID	20056	\$1,430	\$28,679	\$18.02	
15% SODIUM HYPOCHLORITE (PRE)	24323	\$0,670	\$16,296	\$10.24	
15% SODIUM HYPOCHLORITE (POST)	23961	\$0,670	\$16,054	\$10.09	
(NaOCL) LEVINE RESERVOIR	1558	\$0.670	\$1,044	\$0.66	
(NaOCL) NEW ST. RESERVOIR	1519	\$0,670	\$1.018	\$0.64	
(NaOCL) GREAT NOTCH RESERVOIR	1381	\$0.670	\$925	\$0,58	
(NaOCL) BOTANY	329	\$0,670	\$220	\$0.14	
			TOTAL COST	COST\MG	
	WATE	R TREATMENT COST	\$291,168	\$182.94	7
	RESIDUAL	TREATMENT COST	\$148,062	\$93.03	1
RESERVOIR +	BOTANY + HEPBURN	TREATMENT COST	\$7,945	\$4.99	Added Botany & GN evenually Removed Hepburn
	TOTAL MONTHLY	TREATMENT COST	\$447,174	\$280.96	
	TOTAL TO	EATED WATER (MG)	1592		

SUPERVISOR OF WATER TREATMENT WENDY A. SIMONE

DATE

PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date:

January 23, 2015

To:

Hon. Commissioners

From:

J. Bella & J. Duprey

cc:

G. Hanley

L. Amodio
L. Beckering

Re:

Request-Permission to Advertise Contract 15-B-27 "Furnish and Deliver

Utility Vehicle and Appurtenances"

Permission is requested to advertise Contract 15-B-27 "Furnish and Deliver Utility Vehicle and Appurtenances" for bids.

The new utility vehicle will be utilized by PVWC's Maintenance Department for maintenance activities, and to deliver portable generators and treatment chemicals to the remote sites during emergencies.

The total cost for the new utility vehicle is anticipated to be on the order of \$65,000. Monies have been set aside and are available under the 2015 Capital Budget under the heading "Vehicles/Equipment, Trucks, Cars, Backhoes, etc."

Subject to approval by the Board, this publicly bid contract will be advertised following the February 2015 Commission Meeting.

PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date: February 11, 2015

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley

L. Amodio L. Beckering

Re: Request to Advertise a Request for Proposals (Under the Fair and

Open Process) for Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage

Improvements"

Permission is requested to prepare and advertise a Request for Proposals (under the Fair and Open Process) for Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements"

The NJDEP previously issued an extension to the Amended Administrative Consent Order (AACO) to allow PVWC to explore alternative sites for the Levine Reservoir tanks and to solicit additional community input at multiple public meetings. There is a consensus for a constructive dialogue through a workshop-type setting where the public would have the opportunity to present their ideas, comments, questions and concerns on a detailed, one-to-one basis. Public/public officials would be able to relay their ideas, comments, questions and concerns in separate, stand-alone workshops.

The RFP would be prepared to solicit and retain an independent consultant to provide these specialized professional services to help facilitate this public outreach and participation process. The Project would involve the preparation of professional quality, dynamic visual time-lapse renderings of the Levine project site, and aerial photography of the Levine storage alternative sites, to enable the public to clearly see what the project site will look like "before" and "after" from various vantage points interactively selected by the user.

The Consultant would participate at workshops and at meetings with EPA/NJDEP and representatives from PVWC's three (3) Owner Cities. The consultant would submit a draft formal report to PVWC to document the entire process, discuss and evaluate input received, provide recommendations to PVWC, and to finalize the report summarizing agreed-to recommended changes to the Levine Water Storage Improvement Project, for subsequent incorporation, through PVWC, into bid documents for the said project.

The not-to-exceed amount for these specialized professional services would be set at \$130,000 with an additional \$10,000 to be set aside for any required additional meetings and related goods and services, for a total not-to-exceed amount of \$140,000 recommended to be set aside for this Project.

PASSAIC VALLEY WATER COMMISSION

PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS

PROJECT 15-P-56

SUMMARY OF RFP

Purpose:

To help facilitate PVWC's public outreach and participation process at workshops, at

meetings with EPA/NJDEP and public/public officials

Approach:

PVWC follows the Fair and Open process in advertising, reviewing, and selection

PVWC conducts pre-proposal conference/site visit

Sealed proposals are received and opened by PVWC staff

Using the weighted evaluation criteria in the RFP, PVWC staff reviews & short-lists the three most qualified firms.

(within 2 weeks from receipt of proposals)

PVWC staff interviews each short-listed firm and makes recommends for award (within 1-1/2 to 2 weeks following shortlisting)

Resolution to award is submitted to Commission for approval

Following award, PVWC & consultant sign and execute the agreement

Project kick-off meeting with consultant

PVWC provides existing available information to Consultant and meets with them to discuss the project and to develop project criteria to meet PVWC's objectives

Consultant prepares advertisements to announce date, time and location of workshops and designed to encourage public participation (individually tailored for posting in PVWC's newspapers, on PVWC's website, and on other social media). PVWC pays advertising costs.

Workshops to be broken down into 4 or 5 subcategories to be developed by PVWC in consultation with Consultant (i.e.):

- -Regulatory/public health and safety
- -Qualitative & quantitative aspects of project scope & alternatives
- -Aesthetics
- -Historic aspects
- -Project schedule

Consultant prepares dynamic visual time-lapse renderings of the Levine project site, and aerial photography of the Levine storage alternative sites.

Renderings to be state-of-the-art to enable the public to clearly see what the project site will actually look like "before" and "after" from various vantage points interactively selected by the user.

Consultant prepares all workshop material handouts (electronic plus hard copies)

Project T&M not-to-exceed total \$140,000 (\$130,000 plus \$10,000 for any required additional Work)

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

PVWC'S ADDITIONAL TECHNICAL AND OTHER REQUIREMENTS

APPENDIX D

PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS PROJECT NO. 15-P-56 (THE "PROJECT")

1.01 OVERVIEW

- A. The Passaic Valley Water Commission ("Commission" and/or "PVWC" and/or the "Owner") owns, operates and maintains the Little Falls Water Treatment Plant, located in Totowa, New Jersey, as well as remote facilities, including multiple pumping stations, chemical feed stations, water storage tanks, reservoirs and dams. These facilities enable the Commission to provide potable drinking water to an equivalent population of over 750,000. The Commission also owns, operates and maintains the distribution system piping infrastructure located in Prospect Park and North Arlington as well as the three owner cities of Clifton, Paterson and Passaic and operates and maintains the distribution system of the Borough of Lodi.
- B. As a large public potable water purveyor, the Commission is committed to providing our customers with safe, high quality water and service. To achieve these goals, the Commission recognizes that assistance through the procurement of professional services provides a valuable service to the Commission.
- C. The Request for Proposals (RFP) for this Project is being advertised and issued under the Fair and Open Process to solicit competitive responses from qualified and capable consulting firms based on the specifically defined scope of work as set forth herein. All responses will be solicited, received, and evaluated by PVWC in accordance with the evaluation criteria set forth herein.
- D. The NJDEP previously issued an extension to the Amended Administrative Consent Order (AACO) to allow PVWC to explore alternative sites for the Levine Reservoir tanks and to solicit additional community input at multiple public meetings. There is a consensus for a constructive dialogue through a workshop-type setting where the public would have the opportunity to present their ideas, comments, questions, and concerns on a one-to-one basis. Public/public officials would be able to relay their ideas, comments, questions and concerns in separate, stand-alone workshops.
- E. PVWC is seeking proposals for a qualified, experienced, independent consultant (the "Consultant") to provide highly specialized professional services to help facilitate PVWC's public outreach and participation process at workshops, at meetings with NJDEP and public/pubic officials, and with performing other Work related to this Project. The Consultant is also referred to herein as the "Professional".

1.02 PRE-PROPOSAL SUBMISSION QUESTIONS AND SITE VISITS

- A. Any questions regarding this Request for Proposals can be directed to Mr. Kevin Byrne of PVWC at 973-340-4323 (kbyrne@pvwc.com) during normal business hours, but no later than one week prior to the date and time for receipt of Proposals set forth in the Public Notice for the Project. Questions, clarifications, and modifications that may have a substantial impact on the Proposal will be addressed in writing to all recipients of this RFP.
- B. A Pre-Proposal Conference and site visit has been scheduled as indicated in the Public Notice for the Project. The Pre-Proposal Conference will include a presentation of key project concerns by PVWC staff. Consultants will be allowed to raise any questions or comments as they pertain to the Project.

1.03 SHORT-LISTING AND INTERVIEWS

- A. Within two (2) weeks after receipt of the Proposals, PVWC will evaluate the submittals and will select the three most qualified consultants. These three "short listed" consultants will then be invited to separate interviews with PVWC staff to present their proposals in greater detail and afford PVWC the opportunity to clarify any questions or clarifications.
- B. The tentative dates for these separate interview meetings will be about 1 week to 1-1/2 weeks following selection of shortlisted firms, with each interview contemplated to be about 3 hours in length. PVWC will coordinate with each of the selected short-listed consultants to finalize the actual dates and time of their specific interview. PVWC plans to award the project after the interview process is complete.

1.04 PROJECT SCOPE

- A. Existing available information pertaining to the Project will be provided by PVWC to the Consultant, including PVWC's feasibility study, alternative sites analyses, information pertaining to previous public meetings, information posted on PVWC's website, and other available relevant information pertaining to the Project. The Consultant shall review all of the information provided. The Consultant's team shall meet with representatives of PVWC to understand PVWC's objectives and requirements, and develop project criteria to meet those objectives. Consultant shall assume one (1) 8-hour meeting with representatives of PVWC for this purpose.
- B. Consultant shall assume six (6) separate workshops with the public/public officials. The Consultant shall assume that each workshop will be eight (8) hours in length, not concurrent, and with specific dates, times, and locations of the workshops to be determined by PVWC.
- C. The consultant shall prepare notices that PVWC will utilize for advertisement and posting in PVWC newspapers, on PVWC's website, and on other social media sites designated by PVWC, to announce the upcoming public workshops. The notices shall be designed by the Consultant to encourage public participation at the workshop, and shall be individually tailored by the Consultant for the newspaper publication, for the website posting, and for posting to the social media sites. The consultant shall prepare the notices in draft form and shall submit same to

PVWC for review and approval. The consultant shall incorporate any modifications required by PVWC and shall re-submit the notices to PVWC in final form. PVWC will then post and distribute all notices and will pay for the costs of advertising.

- D. The consultant shall prepare all workshop materials in electronic form and, following review by PVWC and incorporation of PVWC's changes, the Consultant shall print and deliver to PVWC up to one hundred (100) collated color copies of the workshop material handouts. In addition, the Consultant shall prepare professional quality, dynamic, visual time-lapse renderings of the Levine project site, and aerial photography of the Levine storage alternative sites. The consultant shall ensure that all presentation materials and renderings shall be state-of-the-art, and shall utilize the latest architectural graphic and other software programs such that the accuracy and the visual quality of the renderings will enable the public to clearly see what the project site will actually look like "before" and "after" from various vantage points interactively selected by the user.
- E. Each workshop will be broken down into various sub-categories, or topics, to be developed by PVWC in consultation with the Consultant. It is anticipated that there will be approximately four (4) or five (5) of these separate topics, each involving a specific aspect of the Project. For example, topics may include: project need (regulatory and public health and safety), qualitative and quantitative aspects of the project scope and alternatives, aesthetics, historic aspects, and project schedule. Separate areas, one for each topic, will be set aside by PVWC so that, on the meeting date, representatives of the public/public officials will be able to meet one-on-one with a representative from PVWC and the Consultant that will be present in each topic area to discuss the Project with a focus on the said specific topic. The Consultant shall design individualized presentation and distribution materials, each specifically tailored to the individual topic. The Consultant shall take detailed meeting notes to capture dialog and discussions raised and input received from the public/public officials.
- F. The Consultant shall submit a draft formal report to PVWC which documents the process, discusses and evaluates input received. recommendations to PVWC, and summarizes agreed-to recommended changes to the Levine Water Storage Improvement Project. In addition, there will be a subsequent meeting with EPA/DEP and representatives from PVWC's three (3) Owner Cities of Paterson, Clifton, and Passaic. Then, after incorporating additional agreed-to changes, recommendations from the finalized report will be subsequently incorporated, through PVWC, into bid documents for the said project.
- G. The Proposal should reflect that all services will be provided in accordance with the scope of services presented in this RFP. Exceptions to the scope presented are strongly discouraged and will detract from your proposal. Feel free, however, to recommend alternative approaches that PVWC may wish to pursue at a future date.

1.05 PROJECT SCHEDULE

- A. The Consultant shall anticipate a 1-month period from the date the Consultant is authorized by PVWC for Consultant to complete its review of existing available information and to prepare deliverables associated with upcoming workshops.
- B. This will be followed by a 2-month period during which workshops are held and information compiled, followed by another 2-month period for evaluation of concerns and ideas raised at the various workshops, preparation of a summary report, and attending a meeting with NJDEP to discuss ideas and alternatives presented in the summary report.

1.06 PROJECT NOT-TO-EXCEED AMOUNTS

Reimbursement by PVWC to the Consultant for the original scope of work as set forth herein, or which can be reasonably inferred therefrom, will be on a Time-and Materials basis, not to exceed \$130,000. An additional not-to-exceed amount of \$10,000 will be set aside by PVWC for this Project for supplementary additional services, for a total not-to-exceed amount of \$140,000 to be set aside for this Project.

1.07 SUPPLEMENTARY SERVICES

- A. To assist PVWC the Professional will, upon specific written authorization by the Commission, perform certain supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not included in the original scope of work included herein, or which can be reasonably inferred therefrom. Such additional services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization from the Executive Director or Director of Engineering of PVWC.
- B. Reimbursement for supplementary services, not included in the original scope of work, and which, if any, are pre-authorized in writing by PVWC, will be reimbursed to the Consultant on a Time-and-Materials basis, not to exceed the amount set aside for supplementary services as stipulated in Article 1.06 above.

1.08 PROFESSIONAL'S QUALIFICATIONS AND PROPOSAL REQUIREMENTS

The Professional shall provide, at a minimum, the following information with the proposal:

- A. In PVWC's evaluation of Proposals received by PVWC, Consultants having demonstrable, relevant, and adequate experience, and who specialize in public outreach as their primary or exclusive focus of services offered will be given preference by PVWC over Consultants who primarily offer civil/environmental engineering services but also have professional planners on staff.
- B. The completed Qualifications Response Package shall include descriptions of previous projects performed by your firm and by members of the Project team that were similar to the scope of services requested herein. Provide references with updated contact information as applicable.
- C. Identify one single point-of-contact Program Coordinator for this Project; all project communication with PVWC will be managed by this person. The Program Coordinator must demonstrate strong management and communication skills as

demonstrated through past project management. The Professional shall provide adequate detail on the lead Project participants, including resumes. The lead Project participants and their sub-contractor(s), if any, must demonstrate strong technical skills as demonstrated through past and applicable project assignments specific to public outreach and participation projects. No Project staff substitutions shall be made without *prior* written Commission approval.

- D. The Professional shall provide a <u>detailed</u> description and their proposed tasks broken down for the approach they propose to complete the Project. Workshops, meetings, site visits, field visits, etc. frequencies and durations shall be defined (i.e. 9 meetings, 8 hours in length, will be held and attended by both the Project Manager and the Project Task Leader, etc.). The Responder shall include detailed work descriptions and associated costs for any alternate approaches that are recommended, separate and apart from the Tasks and breakdowns set forth herein.
- E. The Proposal shall include a tabular breakdown of labor (hours and cost) and expenses for each Task and totals for the entire Project. Consultant shall distribute hours/costs for items such as administrative or OOP expenses into the appropriate Tasks set forth herein. Responders who fail to tabulate their total pricing and total hours, by task, and for the Project overall, will significantly detract from their Proposals. PVWC will consider the total price submitted by the Responder for the Project as a "not-to-exceed" total price, regardless of whether or not the Responder lists their pricing as "budgetary". Proposals that include additional line item tasks not set forth hereinabove, or modify the Tasks as set forth herein will significantly detract from the Professional's Proposal and will likely result in rejection of the said Proposal.
- F. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. The Proposal should address the scope of work as presented herein. Except where specifically prohibited herein, additional tasks or work recommended by your firm, if any, should be identified and presented separately from the base task items. Reimbursement for authorized services will be on a Time-and Materials basis, not to exceed the agreed-to amounts.
- G. The Proposal shall include a bar-chart type schedule for performing each Project and showing each of the Tasks included herein. In particular, the schedule shall identify plan and report completion dates which properly coordinate the two projects as well as allow sufficient review time for Commission staff.
- H. Enclosed as Appendix B of the "Instructions for Responding to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services)" is a sample contract entitled "Form of Agreement" which is similar to the contract the selected Professional will be expected to execute, sign and return to the Commission prior to starting the work. The schedule of rates and expenses referred to hereinabove shall be included as part of the Proposal.
- I. Professionals who would not be willing to sign and execute the Commission's "Form of Agreement", as written, are requested to clearly indicate specific reasons concerning their decision in writing and include same in the sealed package responding to the "Instructions for Responding to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services)" and submitted

to the Commission. Professionals are advised, however, that the Commission considers it's Agreement for Professional Services, and the terms and conditions included therein, as being non-negotiable and that requests for any substantive changes will most likely result in rejection of Professional's Proposal.

1.09 PROPOSAL SUBMISSION REQUIREMENTS

A. Four (4) separately bound sets of the Response to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services) shall be properly filled out, signed and executed, and, along with three (3) bound copies and one (1) unbound copy of the Proposal, shall be submitted in a sealed opaque envelope/package, properly identified on the outside with the name of the professional services responder and the name of the Project, by no later than the date and time set forth in the Public Notice for the Project to:

Attn: Louis Amodio, Administrative Secretary Passaic Valley Water Commission 1525 Main Avenue Clifton, New Jersey 07011

PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS PROJECT NO. 15-P-56

B. Following the receipt of proposals at the date and time set forth in the Public Notice for the Project, one set of the submitted Response to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services) will be internally distributed by the Commission to the Commission's Executive Director, General Counsel, and Director of Engineering and the copies of the submitted Proposal will also be distributed as deemed appropriate by the Commission for internal evaluation in accordance with the criteria set forth below.

1.10 EVALUATION CRITERIA

- A. Responses to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services) are being solicited and will be evaluated through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. based on that which is most advantageous to the Commission taking into account experience and reputation in the field, knowledge of the subject matter, availability to attend all required meetings and workshops, availability of personnel, facilities, equipment and other resources to provide such services, qualifications and experience of personnel, and any other factors demonstrated to be in the best interests of the Commission. Refer to Appendix E for any additional information in this regard.
- B. As indicated elsewhere herein, Consultants having demonstrable, relevant, and adequate experience, and who specialize in public outreach as their primary or exclusive focus of services offered will be given preference by PVWC over Consultants who primarily offer civil/environmental engineering services but also have professional planners on staff.
- C. The Commission reserves the right to reject any and all Responses to Requests for Professional Services (or Extraordinary Unspecifiable Services). If you decline

to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services), a courtesy letter indicating the basis for your decision is requested. Your decision not to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services) will not adversely affect your standing regarding possible future solicitations.

D. The Passaic Valley Water Commission looks forward to receiving your Response to Request for Professional Services (or Extraordinary Unspecifiable Services) for this Project.

Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements-Project No. 15-P-56

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

APPENDIX E

Professional Evaluation and Ranking Methodology shall include, but not be limited to, the following:

- A. All Responders shall have the qualifications and experience to perform the type of assignments required by this Request for Responses. Documentation of qualifications and experience of the firm's staff are required to be included in their response to this Request for Responses.
- B. PVWC will utilize the criterion that forms the framework of the Respondent's submission as set forth in the Request for Proposals and instructions herein and the enclosed attachments hereto for evaluation and ranking. Experience, reputation, knowledge, availability and other factors, if demonstrated by the Respondent, will form the basis for PVWC's award, if any. General weighted criteria that will be utilized by PVWC to evaluate and score Responses will be as follows:
 - 1. The overall background, qualifications, skills, and experience of the firm and its staff (20%).
 - 2. Specialized relevant experiences of the firm, including exposure to issues likely to be of assistance in the successful implementation and completion of the Project, such as the firm's degree of expertise concerning the specific nature and scope of the Project (30%).
 - 3. PVWC's prior experience with the firm (5%).
 - The firm's familiarity with the work, requirements, and systems of PVWC (5%).
 - 5. The firm's Proposal and Project approach (20%).
 - 6. The firm's references (10%).
 - 7. Other factors if demonstrated to be in the best interests of PVWC (10%).

PVWC will rank and score each criteria listed above using a sliding scale of 1 to 10 with 1 being the lowest (worst) score and 10 being the highest (best) score. Scheduled interviews, if any, with Responders may or may not become a part of the overall criteria for evaluation.

Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements-Project No. 15-P-56

PASSAIC VALLEY WATER COMMISSION REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

SCHEDULES OF FEES AND/OR METHODS OF PROPOSED COMPENSATION

APPENDIX F

- I. A copy of the Responder's schedule of hourly rates and charges (the "Schedule of Hourly Rates and Charges") that will utilized for the project and that will remain in effect for the duration of the Project shall be attached to this Appendix F by the Responder.
- II. Total Projected Annual Project Costs:
 - A. In cases where the scope of work stipulated by PVWC in the RFP is specific enough to enable the Responder to breakdown and apportion labor effort and related costs to required tasks, the Responder shall submit a detailed breakdown by task with appropriate labor categories and with total labor hours and total labor dollars broken down for each task (utilizing the Schedule of Hourly Rates and Charges referenced in I above) and with the resulting total hours and labor dollars for the Project as a whole (the "Total Not-To-Exceed Labor Cost") listed separately. PVWC will then add the Total Not-To-Exceed Labor Cost for the Project to the total not-to-exceed dollar amount anticipated by the Responder for Out-of-Pocket expenses and the resulting total (the "Total Not-To-Exceed Project Cost") which will then be considered by PVWC, for purposes of comparing Responses, as the total not-to-exceed dollar amount submitted by the Responder for the Project.
 - B. In cases where the scope of work stipulated by PVWC in the RFP is not specific enough to enable the Responder to specifically apportion labor effort and related cost by individual specific tasks, the Responder's rates and charges for the Project (utilizing the Schedule of Hourly Rates and Charges referenced in I above) which are deemed by PVWC as being applicable to the Project, will be used by PVWC in PVWC's evaluation. In general, for purposes of comparing proposals, PVWC will apportion labor approximately as follows: 10% for management, 10% for administration, 40% for senior technical staff, and 40% for junior technical staff. The resulting total projected dollar amounts (the "Total Projected Labor Cost for the Project") will be added by PVWC to the total dollar amount anticipated by PVWC for Out-of-Pocket expenses and the resulting not-to-exceed total (the "Total Projected Annual Project Cost") which will then be considered by PVWC for purposes of comparing Responses, as the total not-to-exceed dollar amount submitted by the Responder for the Project.
 - C. Reimbursement under this project will be on a Time-and Materials Basis as ordered in writing by PVWC, not exceed the total amount set forth in Appendix D.
- III. Reimbursement for Additional Services related to the Project, which are not included under Article II above, and which are ordered in writing by PVWC, will be in accordance with the Schedule of Rates and Charges referenced in Article I above.

Resolution on Entering Executive Conference

RESOLUTION #15-

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: February 18, 2015

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.

I ublic Meetil	igo Acci,			
COMMISSIO	ONER:offers	the following R	esolution for adoption:	
the public fro	Section 8 of the Open Public Meeting om a meeting in certain circumstances the public body is of the opinion that	: and		of
NOW, THER Commission:	REFORE, BE IT RESOLVED, by the	Commissioners	of Passaic Valley Water	
1.	The public shall be excluded from d Matters; the general nature of the s Personnel, Contracts, Negotiations, i/m/o Prismatic Settlement; Beirut Rea Administration: other matters as n	ubject matters Security, and L staurant Personn	being: Financial, Insurance, aw: LAW: Summary Aging Repel: New Hires:	orts
2.	It is anticipated at this time that the During public meeting following or Longer exists.	above-stated st as soon thereaf	abject matter will be ratified	no
3.	This Resolution shall take effect imr	nediately.		
Second by CO	OMMISSIONER:	AYES:	ABSENT: Time:	4-2
	RECORD OF COMMISSION	N VOTE ON F	INAL PASSAGE	
RIGO SANC	HEZ	AYE N	IAY ABSTAIN ABSENT	Γ
JEFFREY L	EVINE			=
RUSSELL G	RADDY			
GLORIA KO	DLODZIEJ			-
MENACHEN	M BAZIAN			
THOMAS P.	DE VITA			=
CHRYSTAL	CLEAVES	-		- 0
PRESIDE CHRYSTAL			SECRETARY HOMAS P. DE VITA	_

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 February 18, 2015.

LOUIS AMODIO Administrative Secretary

OPEN SESSION RESUMED

CONSENT ACTION

Request for Action

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION:

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:	
Seconded by Commissioner: _	

WHEREAS, on December 16, 2014 three (3) bids were received for Contract No. 14-B-10 "Water Meter Reading and Related Services"; 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, a copy of the Director of Purchasing's memorandum dated February 5, 2015, along with copies of other relevant correspondence referenced below, are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Reivax Contracting Corp. ("Reivax"), the apparent numerical low bidder for this Contract, failed to include material information with their bid to demonstrate adequate experience with projects involving reading of water meters; and

WHEREAS, notwithstanding requests from PVWC for Reivax to supplement their bid by submitting the required information to PVWC, Reivax failed to do so, which is in contravention to the requirements of the Bid Documents, and which is considered by PVWC to be a material defect in their bid; and

WHEREAS, in correspondence dated January 9, 2015 Reivax, through their attorney, asserted among other things, that they were the lowest responsible and responsive bidder, thereby resulting in PVWC scheduling, and issuing a formal notice dated January 12, 2015

to all of the bidders that a formal bid hearing would be held at PVWC pursuant to the Local Public Contracts Law; and

WHEREAS, in correspondence dated February 2, 2015, the second low numerical bidder, Severn Trent Environmental Services, Inc. ("Severn Trent") asserted that they are the lowest responsible bidder for reasons cited in their referenced letter, and that the bid should be awarded to them; and

WHEREAS, on the day before PVWC's scheduled bid hearing, Reivax, through their attorney, submitted follow-up correspondence dated February 5, 2015 in which Reivax advised that they will not contest PVWC's determination that their bid was not responsive to the solicitation, and further advised that neither Reivax, nor their attorney, would be attending the bid hearing; and

WHEREAS, Reivax's failure to submit the required material information to demonstrate adequate experience with projects involving reading of water meters, and which material defect Reivax was unwilling or unable to cure, thereby disqualifies their bid; 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, based on the above, the lowest responsive, responsible bid submitted for this contract was that of Severn Trent Environmental Services of Glencove, New York (the "Awardee") with respect to said bid in the amount of \$1,612,900.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and a copy of the 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 Contract No. 14-B-10 "Water Meter Reading and Related Services"; 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-10 as set forth hereinabove.

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R. LEVINE, J.			-	
GRADDY, R.	0			
KOLODZIEJ, G.	× 	· · · · · · · · · · · · · · · · · · ·	z :	
BAZIAN M.				
DE VITA, T.		-	-	5 1 E
CLEAVES, C.	1		 (-
)				
Adopted at a Commission.	a meeting) of	Passaic \	/alley Wate
President CHRYSTAL CLEA	VES		Secreta	ry S P. DE VITA

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 February 18, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

CONTRACT 14-B-10 WATER METER READING AND RELATED SERVICES

PVWC PURCHASING DEPARTMENT'S
MEMORANDUM DATED FEBRUARY 5, 2015
WITH ATTACHED COPY OF REIVAX (ATTORNEY)'S
LETTER DATED FEBRUARY 5, 2015

SEVERN TRENT'S LETTER DATED FEBRUARY 2, 2015

PVWC'S NOTICE OF HEARING LETTER DATED JANUARY 12, 2015 WITH REFERENCED ATTACHMENTS

AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION INTER-OFFICE MEMO

DATE: February 5, 2015

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

Contract # 14-B-10

Water Meter Reading and Related Services

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 Severn Trent Environmental Services, of Glencove, New York, in the amount of \$1,612,900.00

Respectfully submitted,

Linda Beckering Purchasing Agent

cc: L. Amodio J. Duprey

Law Office of Joseph J. Hocking LLC

8 Hillside Avenue, Suite 103 Montclair, New Jersey 07042 FAX: (866) 612-1577 jjh@jhockinglaw.com

Admitted in NJ & NY

NEW YORK OFFICE 30 Wall Street, 8th Floor New York, NY 10005-2205 (212) 859-5069

February 5, 2015

Joseph J. Ho

Via Email & Regular Mail

George T. Hanley, Esq. General Counsel Passaic Valley Water Commission 1525 Main Avenue PO Box 230 Clifton, NJ 07011

Re:

Your January 12, 2015 letter

Notice of Hearing on February 6, 2015

Contract 14-B-10 "Water Meter Reading and Related Services"

Dear Mr. Hanley:

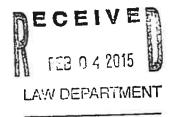
As you know we are counsel to Reivax Contracting Corp., the low numerical bidder for the subject contract. I have been instructed to advise that Reivax shall not contest the Commission's determination that its bid was not responsive to the solicitation. Neither Reivax nor I will be attending tomorrow's hearing. Apologies for the short notice and good luck with the contract.

cc: Linda Beckering

Reivax Contracting Corp.

February 2, 2015

Mr. George T. Hanley, Esq. General Counsel Passaic Valley Water Commission 1525 Main Avenue P.O. Box 230 Clifton, NJ 07011





Severn Trent Environmental Services, Inc. Suite 200 220 Gibraltar Road Horsham, PA 19044 **United States**

T: +1 215 283 3489 www.severntrentservices.com

RE:

Notice of Hearing to Consider Rejection and/or Awarding of Contract 14-B-10 "Water Meter Reading and Related services"

Dear Mr. Hanley:

I am writing in response to your letter dated January 12, 2015 in which you advised that a hearing will be held on February 6, 2015 to consider either rejecting all bids and re-bidding the contract or awarding the contract to the lowest "responsible" and "responsive" bidder. We hereby request that the subject contract be awarded to Severn Trent Environmental Services, Inc. ("STES") in accordance with its proposal dated November 17, 2014 and the requirements of the above-referenced contract bid documents issued by the Passaic Valley Water Commission ("PVWC").

As the lowest numerical bidder has been unable to cure a material defect in its proposal, STES, as the next lowest numerical bidder that has satisfied all requirements of the RFP, should be awarded the contract as the "lowest responsible bidder." The Invitation to Bidders states that, "[w]ithin the parameters established by governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder." Additionally, as STES is the incumbent and has been performing the services outlined in this contract since 2006, the PVWC can be assured that STES possesses the adequate experience with projects involving reading of water meters, documentation of which experience Reivax was purportedly unable to provide after they were given the chance to provide supplementary information.

To avoid the costs, time, efforts, and use of public resources associated with re-bidding the contract, in the interests of the PVWC, and in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), STES respectfully requests the PVWC to award the contract to STES as the lowest responsible and responsive bidder.

Thank you for your time and consideration in this regard. Should you have any questions or concerns, please do not hesitate to contact either myself or Mr. Laurence Murphy, P.E., STES Northeast Regional Manager, at (845) 245-8396.

Yours sincerely

Matthew M. Hoban, Esq.

Legal Counsel

Severn Trent Environmental Services, Inc.

CC;

Mr. Xavier Pimenta (Reviax Contracting Corp.)

Mr. Stephen Clemens (Corix Utilities)

Honorable Board of Commissioners, PVWC

Page 1 of 1

Correspondence should be addressed to: Severn Trent Environmental Services, Inc. 220 Gibraltar Road, Suite 200 Horsham, PA 19044



PASSAIC VALLEY WATER COMMISSION

1525 MAIN AVENUE • P.O. BOX 230 CLIFTON, NEW JERSEY 07011 • (973) 340-4300 CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Gloria Kolodziej, President, Clifton Jeffrey Levine, Vice President, Paterson Menachem Bazian, Treasurer, Passaic Chrystal A. Cleaves, Secretary, Paterson Thomas DeVita, Commissioner, Clifton Russell Graddy, Commissioner, Paterson Rigo Sanchez, Commissioner, Passaic

VIA CERTIFIED MAIL

January 12, 2015

Mr. Xavier Pimenta Reivax Contracting Corp. 356 Thomas Street Newark, NJ 07114

Mr. Joe Covati Severn Trent Environmental Services, Inc. 100 Morris Avenue, Unit #3 Glen Cove, NY 11542

Mr. Stephen Clemens Corix Utilities (US), Inc. 11020 West Plank Court Wauwatosa, WI 53226

Re:

Notice of Hearing to Consider Rejection and/or Awarding of Contract 14-B-10 "Water Meter Reading and Related services"

Dear Bidders:

Following solicitation for bids, on December 16, 2014 Passaic Valley Water Commission (PVWC) received three (3) bids with respect to the above-referenced Contract in the bid amounts asset forth on the attached tabulation of bids received for the Contract.

Reivax Contracting corp. ("Reivax"), the apparent low numerical bidder for this Contract, has submitted a letter, through their legal counsel (Law Office of Joseph J. Hocking, LLC), dated January 9, 2015 (see attached), which asserts, among other things, that Reivax is the lowest responsive and responsible bidder and that it is their understanding that action will be taken to award the subject contract next week.

Reivax has failed to include material information with their bid to demonstrate adequate experience with projects involving reading of water meters. In addition, and notwithstanding requests from PVWC for Reivax to supplement their bid by submitting the required material information to PVWC, Reivax has failed to do so. This material defect (Reivax's failure to submit the required material information to PVWC) is considered by PVWC to be a material defect in their bid, which Reivax was unwilling or unable to cure.

In accordance with the specifications and the notice of bidding provided with respect to the above-captioned contract, PVWC proposes to consider the rejection of all bids and to re-bid the contract in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); or, in the alternative, the rejection of one or more bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the

Administrative Secretary **Louis Amodio**

Executive Director Joseph A. Bella

General Counsel
George T. Hanley

Notice of Hearing to Consider Rejection and/or Awarding of Contract 14-B-10 "Water Meter Reading and Related Services" January 12, 2015
Page 2

contract to the lowest "responsible" and "responsive" bidder. Prior to taking any action with respect to said bids, the Commission will conduct a hearing to be held on Friday, February 6, 2015, at 10:00 a.m. in the Conference Room at Passaic Valley Water Commission, 1525 Main Avenue, Clifton, New Jersey 07011. All bidders and other interested parties are hereby invited to attend, with or without counsel.

Any questions or concerns are to be directed to the undersigned General Counsel to Passaic Valley Water Commission at (973) 340-4313. You are urged to have your attorney or other authorized representatives contact us in this regard at the earliest possible opportunity. In the event that you intend to utilize an attorney, you need to immediately provide the undersigned with the name of your attorney, their firm, their telephone number and their e-mail address. Any facts or legal arguments you wish to present should be delivered, in writing, at least 72 hours prior to the hearing, with copies to all other parties. Bid documents are available for inspection, upon reasonable notice, by appointment in the Law Department of Passaic Valley Water Commission.

Sincerely

George T. Hanley, Esq.

General Counsel

Enclosures

cc:

Honorable Board of Commissioners, PVWC Joseph A. Bella, Executive Director, PVWC James G. Duprey, Director of Engineering, PVWC Linda Beckering, Director of Purchasing, PVWC Louis Amodio, Administrative Secretary, PVWC

Law Office of Joseph J. Hocking LLC 8 Hillside Avenue, Suite 103 Montclair, NJ 07042

Ph: (973) 771-5545 Fax: (866) 612-1577 jih@ihockinglaw.com Admitted in NJ & NY

NEW YORK OFFICE 30 Wall Street, 8th Floor New York, NY 10005-2205 (212) 859-5069

January 9, 2015

truly your

Joseph J. Hockir

Via Email

Louis Amodio, Administrative Secretary Linda Beckering, Purchasing Agent Passaic Valley Water Commission 1525 Main Avenue Clifton, NJ

Re:

Bids for Contract 14-B-10

Meter Reading and Related Services

Dear Mr. Amodio and Ms. Beckering:

We are counsel to Reivax Contracting Corp., the lowest responsive and responsible bidder for the above referenced contract. It is my understanding that action will be taken to award the subject Contract next week. Should there be any questions concerning Reivax's bid, or should there be any formal protests lodged against same, please forward same to my attention.

c: Patrick Porcaro, P.E. Reivax Contracting Corp.

Contract # 14-8-10 Water Meter Reading and Related Services

Bids Received: December 16, 2014

REMARKS	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
TOTAL AMOUNT OF CONTRACT	\$1,507,500.00				
BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	Certified Check Cashier's Check Bid Bond Not to Exceed	Certified Check Cashier's Check Bid Bond Not to Exceed	Certifled Check Cashier's Check Bid Bond Not to Exceed	Certified Check Cashler's Check Bid Bond Not to Exceed
BIDDERS	Reivax Contracting Corporation 46 Washington Street Harrison, New Jersey 07029 Xpimenta@reivaxcontracting.com				

Contract # 14-B-10 Water Meter Reading and Related Services

Bids Received: December 16, 2014

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Bernex, Inc. 37244 Groesbeck Highway - Suite A Clinton Township, Mi. 48036 hmello@bernexinc.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Corix Utilities 716 Jersey Avenue - Unit 414 Clouchester, New Jersey 08030 stephen.clemens@corix.xom	Certified Check Cashier's Check 10% Bld Bond Not to Exceed \$20,000.00	\$1,785,550,00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Olameter Corporation 300 Insustriel Parkway South Aurora, Onfario L4G 3T9 toletrzyk@olameter.com	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Alexander's Inc. 8655 <om road<br="">Alascadero, California 93422 billy@alexander-co.com</om>			Business Registration Cert. PVWC Consent of Surely Other Consent of Surely Public Works Cont. Cert.
Service 100 Morris Avenue - Unit 3 Glencove, New York 11542 Warley@stes.com	Cartified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,612,900.00	X Bushess Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

PASSAIC VALLEY WATER COMMISSION

CONTRACT 14-B-10 WATER METER READING AND RELATED SERVICES

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, 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-10 - Severn Trent Environmental Services

Amount of Project or Contract: \$1,612,900.00

1. Acct: # 001-0601-416-72-10 Purchases-Services / Outside Meter Reading

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

Other comments: Two (2) Year Contract Commencing: January 2015

Water Meter Reading and Related Services

Date of Certification: 01/05/2054 Certified: \$ 1,612,900.00

Yitzchak Weiss

Compiroller and Chief Financial Officer

YW:lb

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION:

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:	Y
Seconded by Commissioner:	

WHEREAS, on January 13, 2015 three (3) bids were received by Contract No. 15-B-10 "Bituminous Materials"; 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 Tilcon New York, Inc. (the "Awardee") of Wharton, New Jersey with respect to said bid in the amount of \$317,110.00; 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. 15-B-10 "Bituminous Materials" 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 15-B-10 as set forth hereinabove.

	AYE	NAY	ABSTAIN	ABSE	NT
SANCHEZ, R. LEVINE, J.	-				•
GRADDY, R.	***************************************				
KOLODZIEJ, G.					
BAZIAN M.					
DE VITA, T.				,	
CLEAVES, C.				4	2
Adopted at Commission.	a meeting	g of	Passaic \	/alley	Water
President CHRYSTAL CLEA This Resolution custody of the Admin	n, when a			S P. DE	
	CERTIFI	CATION			
I, LOUIS AMODIC					•
Water Commission in the	•	•			•
hereby certify that the fo					
of the Original Resolution	duly passed	and ado	pted by a ma	ajority of	f the full
membership of the Pas	saic Valley V	Vater Co	mmission at	its me	eting of
February 18, 2015.					
	ú	.OUIS AN	MODIO		

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 16, 2015

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

Contract # 15-B-10 Bituminous Materials

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 **Tilcon New York, Inc.**, of Wharton, New Jersey, in the amount of \$317,110.00

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: 15-B-10 - Tilcon New York, Inc.

Amount of Project or Contract: \$317,110.00

1. Acct: # 001-3002-424-43-05 R & M Materials / Street Resurface

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

Other comments: Two (2) Year Contract Commencing: February 2015

Bituminous Materials

Date of Certification: 01/16/2015 Certified: \$317,110.00

Yitzchak Weiss

Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-10 Bituminous Materials

Bids Received: January 13, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Tilcon New York, Inc. 625 Mount Hope Road Wharton, New Jersey 07885 dcmoore@tilconny.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$317,110.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Stone Industries 400-402 Central Avenue Haledon, New Jersey 07508 <u>cbruseo@braenstone.com</u>	Certified Check Cashier's Check X Bid Bond Not to Exceed	\$327,480.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Newark Asphalt Corporation Foot of Passaic Avenue Newark, New Jersey 07104 jbiggica@newarkasphalt.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$233,200.00 No Bid Items 3 & 4	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION(S)

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-SHARED (COOPERATIVE) SERVICES AGREEMENT (15 7234 8056 RA) WITH USDA FOR CANADA GOOSE DAMAGE MANAGEMENT PROJECT

DATE OF ADOPTION:
Approved as to form and legality by the Law Department on the basis of
facts and circumstances set forth by the Executive Director, Director of
Engineering, and the Purchasing and Finance Departments.
Introduced by Commissioner:
Seconded by Commissioners

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 19, 2014, and a Shared (Cooperative) Services Agreement (USDA Agreement 15 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2015 and continue through September 30, 2015; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,605.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement; and

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

WHEREAS, a copy of the Director of Engineering's memorandum dated January 22, 2015, along with a copy of the Agreement and other

relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC has determined that the public health, safety, and welfare of its Customers 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, 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, and PVWC and USDA 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:

- That the Agreement in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to USDA; 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 and intentions of this Resolution and the Agreement as set forth hereinabove.

	SSION VOTE	ON FINAL	PASSAGE
SANCHEZ, R. LEVINE, J. GRADDY, R. KOLODZIEJ, G. BAZIAN M. DE VITA, T. CLEAVES, C. Adopted at a meeting	AYE NAY	ABSTAIN Valley Wat	ABSENT er Commission.
President CHRYSTAL CLEAVES		Secreta THOMA	ry S P. DE VITA
	en adopted, ecretary.	THOMA	S P. DE VITA
CHRYSTAL CLEAVES This Resolution, who	en adopted, ecretary. CERTIFIC	THOMA must remai	S P. DE VITA

membership of the Passaic Valley Water Commission at its meeting of

February 18, 2015.

LOUIS AMODIO

PASSAIC VALLEY WATER COMMISSION

SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR CANADA GOOSE DAMAGE MANAGEMENT PROJECT

DIRECTOR OF ENGINEERING'S MEMORANDUM DATED JANUARY 22, 2015

USDA CORRESPONDENCE DATED DECEMBER 19, 2014 AND USDA AGREEMENT 15 7234 8056 RA

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date:

January 22, 2015

To:

Hon. Commissioners

From:

J. Bella & J. Duprey

cc:

G. HanleyL. AmodioL. Beckering

Re:

Cooperative Services Agreement with USDA for Canada Goose Damage Management Project

Summary:

It is recommended that the Commission authorize and approve the shared (cooperative) services agreement with The United States Department of Agriculture ("USDA") for USDSA to provide assistance to PVWC for the Canada Goose Damage Management Project.

This Project is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs.

The said Project would commence on or about February 1, 2015 and continue through September 30, 2015 with PVWC's financial contribution to USDA to be in the amount of \$11,605.00.

Background:

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 19, 2014, and a Shared (Cooperative) Services Agreement (USDA Agreement 15 7234 8056 RA), (the "Agreement") for USDA to assist PVWC in a Canada Goose Damage Management Project.

The performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2015 and continue through September 30, 2015.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,605.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement.

Subject to review and approval by the Law Department, it is recommended that the Commission authorize and approve the shared (cooperative) services agreement with USDA.



United States Department of Agriculture

Animal and Plant Health Inspection Service

Wildlife Services

350 Corporate Blvd Robbinsville, NJ 08691

P- (609) 259-5254 F- (609) 259-5241 December 19, 2014

Dear Cooperator:

We look forward to assisting with your integrated Canada goose management in 2015. Enclosed you will find the following documents for review:

- 1. Work Initiation Document for Wildlife Damage Management (WS Form 12A)
- 2. Cooperative Service Agreement (3 copies)

Please sign and date all three copies of the agreement as well as one copy of the WS Form 12A. A tax identification number must be provided on the agreement's signature page, in order for this agreement to be executed. Please also complete the financial contact information on the last page.

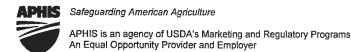
Return all <u>three</u> signed copies of the agreement and <u>one</u> signed copy of the WS Form 12A using the enclosed self-addressed envelope <u>by February 1, 2015</u> or mail to the following address:

USDA APHIS Wildlife Services Attn: Kimberly Clapper 350 Corporate Blvd Robbinsville, NJ 08691

A fully executed agreement with original signatures will be returned to you. If you have any questions, feel free to call me at (908) 623-7409.

Sincerely,

Kimberly Clapper Wildlife Biologist



According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. OMB Approved 0579-0335 UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE 12 , 19 , 2014 WILDLIFE SERVICES Work Initiation WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT MM DD YYYY Document Number 3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply): SECTION ✓ Private Property Temporary Non-Private Property Assign to These Special Groups Amendment to a Amendment to Existing Work Initiation Doc. Adjacent Landowner Passaic Valley Water Commission 4. Cooperator's Name Last First Middle 5. Cooperator's Address 800 Union Blvd. Totowa City Where will work be performed? SECTION (give address or directions, if different from above) Passaic Valley Water Commission Property 6. Business/Farm/Ranch/or Common Name 7. New Jersey 07512-2211 State ZIP Code 8. Owner's or Representative's Name Wendy Simone 973-237-2044 (If different from Cooperator's) Owner's or Representative's Address (if different from Cooperator's) Cooperator Telephone Number Street City 11. WS Employee and Work Location Information: ZIP Code 13. Adjoining Property Work Information Document Number(s): 12. Land Class Information: 14. Species Information Land Class Kimberly Clapper Canada goose WS Employee No SECTION mute swan Passaic mallard duck County New Jersey Total Acres 15. If box is checked, attachment State lists additional specie 16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), i, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices: SECTION COMPONENTS: 1. Nest and Egg Treatment Capture and Euthanasia 2. Disease Surveillance If box is marked, an attachment lists additional methods or devices 17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data. 18. In consideration of these understandings and of the benefits to be derived, I, the cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing. SPECIAL CONSIDERATIONS: SIGNATURE AND TITLE (Landowner, Lessee, or Administrator) TELEPHONE NUMBER | ADDRESS DATE 800 Union Blvd. 973-237-2044 Totowa, NJ 07512 Biologist 908-623-7409

ADDRESS

WS FORM 12A

350 Corporate Blvd. Robbinsville, NJ 08691 DATE

12/19/14

Agreement No.: 15 7234 8056 RA WBS Element: AP.RA.RX34.72.0099

COOPERATIVE SERVICE AGREEMENT between PASSAIC VALLEY WATER COMMISSION (PVWC) and

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement (Agreement) is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the PVWC mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

PVWC:

Joseph A. Bella, Executive Director

800 Union Boulevard Totowa, NJ 07512-2211

Contact: Wendy Simone Phone: (973) 237-2044 APHIS WS:

State Director

140-C Locust Grove Road Pittstown, NJ 08867-4049

(908) 735 - 5654

- 2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joseph A. Bella or his designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Joseph A. Bella and the State Director.
- 3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

The PVWC agrees:

- 1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the PVWC. The PVWC will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
- 2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The PVWC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The PVWC ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
- 3. To designate to APHIS WS the PVWC authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
- 4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
- 5. APHIS WS shall be responsible for administration and supervision of the program.
- 6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

- 1. To conduct activities at the PVWC as described in the Work and Financial Plans.
- 2. To designate to the PVWC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
- 3. To bill the PVWC for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the PVWC shall have the right to inspect and audit such records.
- 4. To coordinate with the PVWC before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.

ARTICLE 10

The PVWC certifies that APHIS WS has advised the PVWC that there may be private sector service providers available to provide wildlife management services that the PVWC is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PVWC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

conducting business with the agency. PVWC Taxpayer Identification Number (TIN) **PVWC:** BY: Joseph A. Bella Date **Executive Director** 800 Union Boulevard Totowa, NJ 07512-2211 UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES BY: State Director Date USDA APHIS WS

140-C Locust Grove Road Pittstown, NJ 08867-4049

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the <u>Animal Damage Control Program Final Environmental Impact Statement</u> (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

<u>Purpose</u>

The wildlife damage management program at PVWC (Passaic County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on PVWC property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for nearby residents, patrons and/or employees.

PVWC has employed non-lethal Canada goose management techniques on their property(s) prior to this Agreement, and will continue to employ non-lethal techniques in the future. Non-lethal techniques include, but are not limited to: harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive management (e.g., egg addling). In addition, a "no feeding" policy exists at all PVWC sites.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at PVWC property(s) and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season (March-May). Two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and PVWC will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PVWC'S request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PVWC, summarizing Canada goose management pursuant to this Agreement, no later than September 30, 2015.

Effective Dates

This Agreement shall become effective on February 1, 2015 and shall expire on September 30, 2015.

ATTACHMENT B FINANCIAL PLAN

Personnel Costs Vehicle (Fuel & Maintenance) Travel Supplies & Equipment	\$5,938 \$1,398 \$1,604
Supplies & Equipment Subtotal (Direct Costs)	\$187 \$ <u>9,127</u>
Pooled Job Costs	\$1,004
Indirect Costs	\$1,474
TOTAL	\$ <u>11,605</u>

APHIS WS costs are not based on the number of nests found or the number of geese removed, but is instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed \$11,605.

Billing Cycle: Quarterly

		Financial Point of Contact
PVWC:		
	Name: Address:	
	Phone:	
APHIS WS:		

Lisa L. Spinelli, Budget Analyst Phone: (908) 735-5654 Ext. 10

Fax: (908) 735-0821

Email: Lisa.L.Spinelli@aphis.usda.gov

PASSAIC VALLEY WATER COMMISSION

SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR CANADA GOOSE DAMAGE MANAGEMENT PROJECT

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, 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: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) from February 1, 2015 – September 30,2015

Amount of Project or Contract: \$11,605.00

1. Acct: # 001-2002-423-40-21 Groundskeeping

Specific Appropriation to which expenditures will be charged: Budget 2015

Other comments: Eight (8) Month Contract Commencing: February 2015

Date of Certification: 01/23/2015 Certified: \$11,605.00

Comptroller and Chief Financial Officer

YW:lb

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION STATE CONTRACT #T2007 83011 PROCUREMENT OF ONE (1) VEHICLE FOR PVWC'S LABORATORY DEPARTMENT

DATE OF ADOPTION:

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:	
Seconded by Commissioner:	

WHEREAS, PVWC requires the procurement of one (1) year 2015 Jeep Patriot 4WD for PVWC's Laboratory Department; and

WHEREAS, in accordance with <u>N.J.S.A.</u> 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 vehicle in the total amount of Hertrich Fleet Services, Inc. of Milford, Delaware (the "Awardee") under State Contract #T2007 83011 in the amount of \$20,494.00; and

WHEREAS, a copy of a memorandum dated February 3, 2015 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

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

- That the purchase of the above-referenced vehicle under the referenced State Contract is hereby awarded to the Awardee in the total amount as stipulated hereinabove; 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 also set forth hereinabove.

KOLODZIEJ, G	
GRADDY, R. KOLODZIEJ, G.	
KOLODZIEJ, G	
BAZIAN M. O	
DE VITA, T	
CLEAVES, C.	
Adopted at a meeting of Passaic Valley \ Commission.	Wate

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 February 18, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

STATE CONTRACT #T2007 83011
PROCUREMENT OF ONE (1) VEHICLE FOR
PVWC'S LABORATORY DEPARTMENT

PVWC'S PURCHASING DEPARTMENT'S MEMORANDUM DATED FEBRUARY 3, 2015 PVWC'S FINANCIAL CERTIFICATION SHEET AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 3, 2015

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

State Contract Purchase - Contract T2007 83011

2015 Jeep Patriot 4WD

This purification requires a new vehicle (documentation attached).

The State Contract purchase will be from Hertrich Fleet Services, Inc., of Milford, Delaware for one (1) 2015 Jeep Patriot in the amount of \$20,494.00. Funds for this purchase have been budgeted under our 2015 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Linda Beckering Purchasing Agent

cc: L. Amodio J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: State Contract T2007 A83011

Hertrich Fleet Services, Inc.

Amount of Project or Contract: \$20,494.00

1. Acct: # 001-0901-419-95-04 Capital / Vehicles

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

Other comments: Single Purchase: February 2015

One (1) 2015 Jeep Patriot

Date of Certification: 02/03/2015 Certified: \$ 20,494.00

Yitzchak Weiss

Comptroller and Chief Financial Officer

YW:lb

MASTER NOTIFICATION 2014/2015 VEHICLE MANUFACTURER'S CUT-OFF DATES

New Jersey Procurement Bureau Page 1 of 3 FOR EPA MPG INFORMATION PLEASE VISIT: http://www.fueleconomy.gov/feg/findacar.htm

			Cut-off Data	Confract	
-	AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR	2015 FORD FIESTA SETIAN C		SALES SERVICE	Contractor
8	AUTOMOBILE, SEDAN, COMPACT, 4-DOOR	D NVOTO VIOLETTO	Not Published Yet	A86921	CHAS S WINNER INC. D/B/A WINNER FORD
က	AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR	AND FOCUS SEDAN S	Not Published Yet	AB6921	CHAS S WINNER INC. DRIA WAINED FORD
4	AUTOMOBILE, CROSSOVER, MID-SIZE 4-DOOR	2015 FORD FUSION S	1/29/2015	A88022	DAOL MANAGE COLOR
ıo	AUTOMOBILE SEDAN ELLE STATE A SECONDIA	2015 DODGE JOURNEY SE FWD	Mad Duthing Land	77enou	HER IRICH FLEET SERVICES
The state of	CECAL, TOLL-SIZE, 4-DOOR	2015 CHEVROLET IMPALA LIMITED LS	Tot rubished Yet	A86922	HERTRICH FLEET SERVICES
S COOR	IXUM VEHICLES, PASSENGER VANS, TRIZA & PASSENGER		2/5/2015	A88922	HERTRICH FLEET SERVICES
MPO of be	**************************************	lown from 2/13/15 to 5/25/15. To ensure production prior to 2/13/15, o	ders must be placed bef	OD 11/14/14.	Any orders placed after 11/14/14
2 3	MINIVAN, 7-PASSENGER	2015 DODGE GRAND CARAVAN SE*			M +) /- / / / / / / / / / / / / / / / / / /
[PASSENGER VAN, FULL-SIZE, B-PASSENGER	2015 FORD TRANSIT 150 WAGON S	Not Published Yet	A82889	HERTRICH FLEET SERVICES
g.	PASSENGER VAN, FULL-SIZE, 12-PASSENGER	2015 CHEVROLET EXPERSE SERVICES	Not Published Yet	A88228	CHAS S WINNER INC. DIBIA WINNER FORD
7-8	PASSENGER VAN, FULL-SIZE, 15-PASSENGER	ST NOOR STORY TO STOR	1/29/2015	A88229	MALL CHEVROLET INC.
9-10	PASSENGER VAN, FULL-SIZE, 15-PASSENGER HIGH POOF	AUS CHEVROLET EXPRESS 3500 WAGON LS	1/29/2015	A88230	HERTRICH FLEET SERVICES
PORT	MPORTANT NOTE: Please refer to the New Jersey Makes Validation of Published Vet	2015 FORD TRANSIT 350 WAGON XL HIGH ROOF	Not Published Yet	A88231	BEYER FORD LLC
WWW.	http://www.state.ni.us/mvz/inspections/SchoolBus.htm 77007 Venticl Est Senar Internation				
	and a first section of the section o				
1-2	SUV, SMALL, 4-DOOR, 2WD	2015 JEEP PATRIOT SPORT 2WD	Not Dublished Vot	100000000000000000000000000000000000000	
ä	SUV, SMALL, 4-DOOR, 4WD	2015 JEEP PATRIOT SPORT 4WD		A83011	HERTRICH FLEET SERVICES
2.6	SUV, MID-SIZE, 4-DOOR, 2WD	2015 FORD EXPLORER BASE 2017	INDI FUDIISHED Yet	A83011	HERTRICH FLEET SERVICES
7-8	SUV, MID-SIZE, 4-DOOR, 4WD		1/30/2015	A83012	CHAS S WINNER INC. D/B/A WINNER FORD
9-10	SUV, FULL-SIZE 12 TON A POOR A	2015 FORD EXPLORER BASE 4WD	1/30/2015	A83013	BEVER FORD I C
TAN THE	THE COLD IN THOOM, 2WD	2014 FORD EXPEDITION XL 2WD		1	
1-9	72000 TRUCKS; 25,000 LB, GWM MAX, CABOVER CHASSIS WITH VARIOUS OF BODIES. 1-9 TRUCK, 25,000 LB, GWM MAX, CABOVER CHASSIS WITH VARIOUS OF BODIES.	442014	4/4/2014	A83012	A83012 CHAS S WINNER INC, D/A/A WINNER FORD
5.	IFIGATES FRUCK, 28,000 LB, GVWR MAX, CONVENTION 11, 122, 122, 122, 122, 123, 123, 123,	2013 KENWORTH K270	Not Published Yet	A83009	GARRIETTIKENAMODITTOO
	18' BODIES & LIFTGATES	2013 HINO 288	1		TO NOTE OF NOT
7-2 T	1209 VEHICLES, RIGAS, PERGIP, CLASS 1 1-2 TRUCK, PICKUP, CLASS 1, REGULAR CAB, 9' BODY, 2WD	A83010	To Labianed Fet	100	HK TRUCK SERVICES INC.
7		2014 FORD F-150 XL REG. CAB & BODY 2WD	9/19/2014		DFFLM
29		2014 FORD F-150 XL REG. CAB & BODY 4WD	9/12/2014	A85437	CHAS S WANNED PAY DAYS
1		2014 FORD F-150 XL SUPERCAR & BODY WAYS		T	O WINNER FORD

Į

NJ State Contract #A83011 (T2007), comm. code 071-80-073153 Line #3, Section 2: SUV, Small , 4 Door 4WD

Mike Wright, Government Sales Manager Hertrich Fleet Services Inc 1427 Bay Rd Milford, DE 19963 Phone: (800) 698-9825 Fax: (302) 839-0555

Email: mwright@hertrichfleet.com

2015 Jeep Patriot 4WD 4dr Sport

SELECTED OPTIONS:

Code Description

ED3 ENGINE: 2.4L I4 DOHC 16V DUAL VVT

DA4 TRANSMISSION: 6-SPEED AUTOMATIC -inc: Autostick Automatic

Transmission, Tip Start

NAS 50-STATE EMISSIONS

2GA QUICK ORDER PACKAGE 2GA -inc: Engine: 2.4L I4 DOHC 16V Dual

VVT, Transmission: 6-Speed Automatic

HAA AIR CONDITIONING

4.12 AXLE RATIO

WDJ WHEELS: 16" X 6.5" STYLED STEEL

TLB TIRES: P205/70R16 BSW AS

STANDARD PAINT

C7DV DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS

BASE CONTRACT PRICE:

\$17093.00

STANDARD EQUIPMENT

<u>ENTERTAINMENT</u>

- Radio: Uconnect 130 AM/FM/CD/MP3
- · Radio w/Clock
- 4 Speakers
- Fixed Antenna
- Audio Jack Input for Mobile Devices

EXTERIOR

- Wheels: 16" x 6.5" Styled Steel
- Tires: P205/70R16 BSW AS
- Wheels w/Silver Accents
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- · Clear coat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels

EXTERIOR

- Body-Colored Grille
- Liftgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Roof Rack Rails Only
- Aero-Composite Halogen Headlamps
- Front Fog Lamps

INTERIOR

- Cloth Bucket Front Seats
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
- Manual Rear Windows and Fixed 3rd Row Windows
- 5 Person Seating Capacity
- Front Cupholder
- · Rear Cupholder
- Cruise Control w/Steering Wheel Controls
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Glove Box
- Driver Foot Rest
- Interior Trim -inc: Chrome Instrument Panel Insert and Chrome Interior Accents
- Full Cloth Headliner
- Chrome Gear Shift Knob
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Carpet Floor Trim
- Cargo Space Lights
- Instrument Panel Bin, Driver / Passenger And Rear Door Bins
- Manual 1st Row Windows
- Delayed Accessory Power
- Outside Temp Gauge
- Analog Display
- Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
- Sliding Front Center Armrest w/Storage
- Sentry Key Engine Immobilizer
- 1 12V DC Power Outlet
- Air Filtration

MECHANICAL

- Engine: 2.4L I4 DOHC 16V Dual VVT
- Transmission: 5-Speed Manual T355
- 4.12 Axle Ratio
- GVWR: 4,575 lbs
- Electronic Transfer Case
- Automatic Full-Time Four-Wheel Drive
- 60-Amp/Hr 525CCA Maintenance-Free Battery w/Run Down Protection
- 120 Amp Alternator
- 925# Maximum Payload
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Touring Suspension

MECHANICAL

- Hydraulic Power-Assist Steering
- Single Stainless Steel Exhaust
- 13.5 Gal. Fuel Tank
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control <u>SAFETY</u>
- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

AVAILABLE EXTERIOR COLORS:

PSC	BILLET SILVER METALLIC CLEARCOAT
PX8	BLACK CLEARCOAT
PW7	BRIGHT WHITE CLEARCOAT
PRP	DEEP CHERRY RED CRYSTAL PEARLCOAT
PAR	MAXIMUM STEEL METALLIC CLEARCOAT
PAU	GRANITE CRYSTAL METALLIC CLEARCOAT
PGX	ECO GREEN PEARLCOAT
PBU	TRUE BLUE PEARLCOAT

ADDITIONAL OPTIONS:

Code	Description	Price
DAW	TRANSMISSION: CVT W/OFF-ROAD CRAWL RATIO -inc: Tip Start,	<u>\$95.00</u>
	8.135 Axle Ratio	
WAA	WHEELS: 16" X 6.5" BLACK STEEL (With the selection of TRX,	\$118.75
	requires AD3)	
C7DV	GLEIT, I LENIE CHOTH BUCKET BEATS	\$0.00
C7DK	LT PEBBLE BEIGE/DK SLATE, PREMIUM CLOTH BUCKET SEATS	\$0.00
ACF	TIRE & WHEEL GROUP -inc: Wheels: 17" x 6.5" Aluminum, Tires:	\$850.25
	P215/65R17 OWL All Terrain	
AWL	FREEDOM-DRIVE II OFF-ROAD GROUP -inc: Transmission/	\$1187.50
	Engine Oil Pan Skid Plate, 4-Wheel Drive Off-Road Mode, Fuel Tank	
	Skid Plate Shield, 140 Amp Alternator, Tow Hooks, Brake Lock	
	Differential, All-Season Floor Mats, Trailer Tow Wiring Harness, Engine	
	Oil Cooler, Bright Exhaust Tip, Tire & Wheel Group, Wheels: 17" x 6.5"	
	Aluminum, Tires: P215/65R17 OWL All Terrain, Hill Descent Control,	
	Trail Rated Badge, Driver Seat Height Adjuster, Full Size Spare Tire	
	(requires DAW transmission)	
CBK	MOPAR KATZKIN LEATHER SEATS -inc: MOPAR Leather Seat	\$1235.00
	Group MOPAR Upfit Option.	

	TIONAL OPTIONS:	
Code	Description	Duine
_AWH	- The state of the	Price
	Entry, Speed Sensitive Power Locks, Keyless Entry Down Hooded Entry	\$1610.25
	Away Mirrors, Power Driver 1-Touch Windows, Body Color Liftgate	
	Applique Applique	
AES	MOPAR ELECTRONICS GROUP -inc: MOPAR Electronic Vehicle	
	Tracking System MOPAR Upfit Option.	\$470.25
ACX	MOPAR INTERIOR APPEARANCE GROUP -inc: MOPAR Premium	
	Floor Mats w/Logo, MOPAR Bright Door Entry Guards, MOPAR T-Grip	\$422.75
	Shifter, MOPAR Bright Pedal Kit, MOPAR Cargo Area Liner MOPAR Unfit Ontion	
	Upfit Option.	
AWS	SMOKER'S GROUP -inc: Removable Ash Tray, Cigar Lighter	
AD3	ALL WEATHER CARADILITY CROVE	\$28.50
_	ALL WEATHER CAPABILITY GROUP -inc: Engine Block Heater,	\$755.25
AHT	Daytime Running Lamp System, All-Season Floor Mats, Tow Hooks	
71111	MOPAR TRAILER TOW GROUP -inc: Class II Receiver Hitch MOPAR Upfit Option.	\$445.55
NHK		
LMX	ENGINE BLOCK HEATER	\$95.00
	DAYTIME RUNNING LAMP SYSTEM	\$38.00
REQ	RADIO: UCONNECT 230 6CD/DVD/MP3	\$565.25
CSU	SOFT TONNEAU COVER	\$75.00
RSP	UCONNECT VOICE COMMAND W/BLUETOOTH -inc: Rear View	
	Auto Dim Mirror w/Microphone, Remote USB Port, SIRIIS Satellite	\$470,25

\$47.50

Auto Dim Mirror w/Microphone, Remote USB Port, SIRIUS Satellite Radio, 1-Yr SIRIUSXM Radio Service

MANUAL DRIVER LUMBAR ADJUST

CDL

NEW BUSINESS

Passaic Valley Water Commission
Office of the Comptroller/CFO
Summary of Disbursements
For the Meeting of February 18, 2015

Total Disbursements:			Net Payroll		Cigna Acct		Cigna Acct		Zero Balance Acct		Self Insurance Acct		Cashier Acct		Payroll Tax Acct		Operating Fund	Account Name
	2/12/2015	1/29/2015	1/15/2015	to be paid 2/18/2015	checks paid through 2/10/2015	to be paid 2/18/2015	checks paid through 2/10/2015	to be paid 2/18/2015	checks paid through 2/10/2015	to be paid 2/18/2015 (cks 990653-990654)*	checks paid through 2/10/2015	to be paid 2/18/2015	checks paid through 2/10/2015	to be paid 2/18/2015	checks paid through 2/10/2015	to be paid 2/18/2015 (cks 140146-140156)*	checks paid through 2/10/2015	
					13		09		55		04		03		02		00	Bank #
4,877,198.86	317,553.58	388,192.21	302,617.93	î	•	i.	ī	Ĭ	1,727,842.36	1,110.79	Ť.	ï	4,451.88	ā	126,440.24	689,093.19	1,319,896.68	<u>Total</u>

* SEE ATTACHMENTS

It is hereby certified that the above disbursements are in line with established regulations and that there are appropriation balances to cover these payments.



The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held **February 18, 2015**

Treasurer

Adm. Secretary

Passaic Valley Water Commission Office of the Comptroller/CFO Detail of Disbursements For the Meeting of February 18, 2015

																								5					Check/Wire #	
205591 AMERICAN WEAR INC	205590 AMERICAN WEAR INC	205589 AMERICAN WEAR INC	205588 BW MECHANICAL, INC.	205587 WATER ENVIR	205586 VERIZON WIRELESS	205585 VERIZON CABS	205584 VERIZON	205583 UNIVAR USA INC	205582 UNIFORCE BUSINESS SOLUTIONS	205581 THE STAR-LEDGER	205580 STATE OF NJ PWT	205579 WENDY SIMONE	205578 RUTGERS UNIVERSITY	205577 JOHNNY RODRIGUEZ	205576 REIVAX CONT	205575 RACHLES MIC	205574 PAYCHEX	205573 NORTH ARLINGTON	205572 NEOPOST, INC.	205571 GEORGE J LEWIS	205570 KUIKEN BROTHERS COMPANY, INC.	205569 JCI JONES CHEMICALS, INC	205568 J R HAFTEK COMPANY, INC	205567 FERRARO COI	205566 CITY OF PASSAIC	205565 CITY OF CLIFTON	205564 KEVIN BOWER	205563 JOSEPH A. BELLA	Vire#	
EAR INC	EAR INC	EAR INC	CAL, INC.	205587 WATER ENVIRONMENT FEDERATION	ELESS	S		NC	SINESS SOLUTIONS)GER	TWC	ÑE .	VERSITY	RIGUEZ	205576 REIVAX CONTRACTING CORPORATION	RACHLES MICHELES MOTOR OIL CO		IGTON	Ü	NIS SIN	HERS COMPANY, INC.	EMICALS, INC.	OMPANY, INC.	205567 FERRARO CONSTRUCTION CORPORATI	AIC	ÖN	R	LLA	Vendor	
1/19/2015	1/19/2015	1/19/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	1/13/2015	<u>Date</u>	
7,889.02	<u>ā</u>	à	800.00	148.00	14,781.86	1,645.46	3,614.39	51,778.21	1,270.20	2,815.77	28,915.44	179.00	882.50	50.00	29,190.00	324.39	836.38	9,020.00	2,000.00	400.00	196.53	10,928.37	16,518.00	89,528.55	5,310.00	3,445.75	18.00	79.54	Amount	
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20562/ CABLEVISION	205626 BOROUGH OF PROSPECT PARK		205624 AWWA	205623 AIRGAS USA, LLC	205622 YITZCHAK WEISS	205621 NJ DIVISION OF MOTOR VEHICLES	205620 NJ DIVISION OF MOTOR VEHICLES	205619 NJ DIVISION OF MOTOR VEHICLES	205618 NJ DIVISION OF MOTOR VEHICLES	205617 NJ DIVISION OF MOTOR VEHICLES	205616 NJ DEPT OF LABOR	205615 DELTA DENTAL PLAN OF NJ, INC	205614 AETNA	205613 VERIZON	205612 CONNEY SAFETY PRODUCTS, LLC.	205611 LYNANN DRAGONE	205610 SALOMONE BROS, INC.	205609 IMMEDICENTER	205608 LYNANN DRAGONE	205607 CITY OF PATERSON	205606 CITY OF PASSAIC	205605 CITY OF CLIFTON	205604 BOROUGH OF LODI	205603 HONEYWELL INTERNATIONAL- ADI	205602 WAYNE WHOLESALE FERTILIZER COM	205601 POWER PLACE, INC.	205600 POSTMASTER NIAGARA FALLS	205599 PASSAIC METAL PRODUCTS COMPANY	205598 LINCOLN FINANCIAL GROUP	205597 INSTRUMENT & VALVE SERRVICES C	205596 CAPITOL SUPPLY CONSTRUCTION PR	205595 USALCO, LLC	205594 SPECTERA INC	205593 IMMEDICENTER	205592 BOTTOMLINE TECHNOLOGIES
2/2/2015	2/2/2015	2/2/2015	2/2/2015	2/2/2015	1/29/2015	1/29/2015	1/29/2015	1/29/2015	1/29/2015	1/28/2015	1/28/2015	1/28/2015	1/28/2015	1/26/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/23/2015	1/22/2015	1/22/2015	1/22/2015	1/22/2015	1/22/2015	1/22/2015	1/22/2015	1/19/2015	1/19/2015	1/19/2015	1/19/2015
72.23	1,572.50	510.00	255.00	13,943.82	434.79	18.00	135.00	135.00	135.00	135.00	3,392.00	12,388.21	29,625.76	3,191.27	660.59	1,224.00	36.00	485.00	Œ.	21,075.00	1,690.00	9,394.00	825.00	169.95	275.00	2,433.14	30,000.00	2,876.83	330.96	9,592.80	1,522.54	5,903.86	3,073.14	686.00	3,794.40
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205657 UNITED PARCEL SERVICE 205658 PINO'S GRILL 205659 LILIA NEGRETE PETTY CASH CUSTO 205660 CONSTELLATION NEW ENERGY, INC. 205661 KEER ELECTRICAL SUPPLY COMPANY 205662 MICHAEL MAROTTA 205663 BORO OF BLOOMINGDALE	205653 PASSAIC CTY OFF-DUTY SHERIFFS 205654 R S KNAPP COMPANY 205655 TILCON NEW YORK, INC. 205656 UNITED PARCEL SERVICE		205647 UNIVAR USA INC 205648 UNIVAR USA INC 205649 USALCO, LLC					205628 CITY OF CLIFTON 205629 CONSTELLATION NEW ENERGY, INC. 205630 KENNETH CZERWINSKI 205631 DIRECT ENERGY MARKETING, INC. 205632 DIRECT ENERGY MARKETING, INC.
2/3/2015 2/3/2015 2/3/2015 2/4/2015 2/5/2015 2/5/2015 2/5/2015 2/5/2015	2/3/2015 2/3/2015 2/3/2015 2/3/2015	2/2/2015 2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015	2/2/2015 2/2/2015 2/2/2015 2/2/2015 2/2/2015 2/2/2015
3,409.36 255.00 1,355.44 228,589.30 2,521.38 1,189.10 229.42	13,440.00 623.03 1,318.59	12,492.71 313.44 3,593.43	86,629.68 16.916.46	155,719.03 1,820.00 2,942.72	2,000.00	77,611.25 6,525.00	687.62 18,390.83	6,853.00 924.28 18.00
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109670 THERESA ALFONSO 109671 AGOSTO, ANA 109672 ASTA, JOSEPH & KAREN	109668 FRANCO MIGLIORE 109669 HAZEL AKERS		204014 AFLAC	204013 RELIASTAR BANKERS SEC.LIFE INS		204010 COLONIAL SUPPLEMENTAL INSURANC	204009 AFLAC NEW YORK	56326 PERS OF NEW JERSEY-CI	56325 PERS OF NEW JERSEY-SA			205680 GEORGE J LEWIS	205679 CH2M HILL	205678 IMMEDICENTER	205677 DELTA DENTAL PLAN OF NJ, INC	205676 IMMEDICENTER	205675 TWP OF WAYNE TAX COLLECTOR	205674 TWP OF NUTLEY COLL OF TXS	205673 TWP OF BLOOMFIELD COLL TXS	205672 TOWNSHIP OF WEST MILFORD	205671 TOWNSHIP OF LITTLE FALLS	205670 CITY OF PASSAIC COLL OF TXS	205669 CITY OF CLIFTON	205668 BOROUGH OF WOODLAND PARK	205667 BORO OF TOTOWA TAX COLLECTOR	205666 BORO OF RIVERDALE COLL OF TXS	205665 BORO OF POMPTON LAKES TX COLL	205664 BORO OF KINNELON COLL OF TXS
1/14/2015 1/30/2015 1/30/2015 1/30/2015 Page 5 of 6	1/8/2015 1/14/2015	ĭ	2/10/2015	2/3/2015	2/3/2015	2/3/2015	2/3/2015	2/9/2015	2/9/2015	200	r	2/10/2015	2/10/2015	2/6/2015	2/6/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015	2/5/2015
104.90 310.12 739.92	314.70 314.70	10	4,764.88	1,415.59 159.02	7,541.58	56.34	12.25	112,490.58	ı	1,319,896.68	1	1,780.72	36,684.62	687.00	Ď	10,240.00	31,158.42	8,097.42	131.43	1,215.00	2,275.45	181.90	23,818.69	27,416.70	35,808.75	683.76	166.00	8.45
03	03	02	02	02	02	02	02	02	02		00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00

342.36	1,727,842.36		
405,400.25	,co+	2/10/01/2	
123,618.82	123,6	2/10/2015	56328 CITY OF PASSAIC - SEWER DIVISI
225,785.80	225,7	2/10/2015	56327 IODI WATER DERT
508,469.61	508,	2/10/2015	56325 BOROUGH OF ELMWOOD PARK
9,345.49	9,3	1/29/2015	
685.54	_	1/29/2015	56323 MASS MUTUAL FINANCIAL GROUP
381,919.48	381,	1/28/2015	56322 AETNA
7,920.49	7,9	1/21/2015	56321 VALIC C/O CHASE BANK
688.84		1/21/2015	56320 MASS MUTUAL FINANCIAL GROUP
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99.28		1/30/2015	109681 142 MAHAR AVE HOLDINGS LLC
60.84		1/30/2015	109680 ZANATA, ESTATE OF VINCENT
114.93		1/30/2015	109679 SOTO, JOSE
510.77		1/30/2015	109678 RICO, MANUEL
418.41		1/30/2015	109677 PATERSON PUBLIC SCHOOL
810.83		1/30/2015	109676 MIDLANTIC LOST PAYMENTS
124.40		1/30/2015	109675 DOBIAS, JANET
387.35		1/30/2015	109674 CHASE BANK
140.73		1/30/2015	109673 BRANDECKER, JOHN

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RECOMMENDATIONS FROM EXECUTIVE CONFERENCE

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GOOD AND WELFARE

ADJOURNMENT

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