

COMMITTEE REPORTS

EXECUTIVE DIRECTOR'S REPORT



Executive Director's Report

For the Month

Of

June, 2015

**Joseph A. Bella
July 15, 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

~ Attachments (4)

1. FINANCE AND ACCOUNTING OPERATIONS

The total flow from the Plant increased from 2,619 million gallons in June, 2014, to 2,662 million gallons in June, 2015, by 43 million gallons. This equals an increase of 1.4 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to \$102,732 in revenues for the month.

The total flow from the Plant for the prior reporting period of May, 2015, was 2,804 million gallons. June, 2015, has seen a decrease of 4.6 million gallons per day which is equivalent to \$339,255 in revenues for the month.

2. CUSTOMER SERVICE/DISTRIBUTION OPERATIONS

- Total Customer Service calls for June, 2015, were 10,762; the call-rate abandonment for June, 2015, was eight percent for a total of 548 abandoned calls.
- Total Customer Service calls for May, 2015, were 8,049; total call-rate abandonment was five percent for a total of 305 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 60,989; the call-rate abandonment year-to-date for year 2015 is 2,323.

Customer Information System

- Training is ongoing.

Distribution Operations

- Total work orders for 2014 were 15,033. Year-to-date work orders for 2015 are 6,910.
- For the month of June, 2015, there were 888 work orders and 40 radio reads were installed on large, monthly commercial accounts.
- For the month of May, 2015, there were 1,242 work orders. No radio reads were installed on large, monthly commercial accounts.
- There were 11 main breaks in May, 2015, and nine-main breaks in May, 2014.
- There were also 11 main breaks in June, 2015, and six-main breaks in June, 2014
- Year-to-date total main breaks for 2015 are 160.
- A total of 175 main breaks occurred in 2014; 165 main breaks occurred during 2013.
- Fifty Employees worked 675 overtime hours in June, 2015.
- Fifty Employees worked 989 overtime hours in May, 2015.

3. ENGINEERING DEPARTMENT

Current Projects

- The construction contract for the seismic retrofit of New Street Reservoir Dam is nearing completion. A recent underwater inspection by divers has revealed that portions of the upstream faces of the dam require extensive repairs. Contract 15-B-38 entitled "Upstream Rehabilitation of New Street Reservoir Dam" to address completion of the necessary repairs will be advertised for public bidding shortly.
- As part of Passaic Valley Water Commission'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 summer of 2015. Two additional pipe replacement projects have been added, with design and subsequent bidding to follow shortly after release of the first two projects.
- The Request for Proposal (RFP) for the previously approved professional services project for design and construction administration services for improvements to the residuals storage and handling facilities is nearing completion. This Request for Proposal will be advertised under the Fair and Open process as soon as it is completed.
- The public bid contract for furnishing and delivering water meters and for providing a turnkey fixed base radio meter reading system for a selected portion of Passaic Valley Water Commission's distribution system will be advertised in July, 2015. The fixed base system will be furnished, installed and placed in successful service by the Contractor as one of the first items to be completed under the contract. Passaic Valley Water Commission's in-house personnel will then order and install the meters. Experience gained from that contract will be utilized to guide Passaic Valley Water Commission in finalizing the approach for Passaic Valley Water Commission's long-term water meter replacement and fixed base radio meter reading program throughout Passaic Valley Water Commission's Distribution System.
- The main interconnecting valve to replace the existing broken valve in the Main Pumping Station has been procured by Passaic Valley Water Commission and installation has been re-scheduled to take place in the fall when system demands permit.
- The remote sites Supervisory Control and Data Acquisition (SCADA) project continues to progress forward. Installation of new equipment under the Supervisory Control and Date Acquisition contract is underway.
- The cleaning and lining project in Clifton and Paterson is nearing completion.
- Rehabilitation of the Great Falls Pedestrian Bridges: The consultant has completed the bid documents for structural and other necessary repairs to these pedestrian bridges. This public bid Contract is anticipated to be advertised in August, 2015.

- Rehabilitation of Passaic Valley Water Commission's Hydroelectric Generators:

The Request for Proposals (RFP)'s for professional services to assist Passaic Valley Water Commission with the design (including feasibility study and design, preparation of bid documents and services during construction) for rehabilitation of Passaic Valley Water Commission's hydroelectric generators and related facilities, is being finalized by the Engineering Department and is anticipated to be advertised in September, 2015.

Following incorporation of several modifications to the conceptual approach, this Request for Proposal 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 November, 2015. Sequential rehabilitation of the pumps will take place, either under a separate publically bid contract following completion of the valve rehabilitation contract, or under a combined contract to rehabilitate the valves as well as the pumps. Following a decision as to the most appropriate approach, the bid documents for the separate (or combined) project will be prepared and issued for public bidding.
- The Contract for construction of the new Verona Water Storage Tank No. 2 has been awarded and this contract is continuing. Following completion of new Tank No. 2 and design of the rehabilitation of the existing adjacent Verona Water Storage Tank No. 1, the Contract to rehabilitate Tank No. 1 will be issued for bids with the timing coordinated so the existing tank can be taken out of service as soon as the new tank has been completed and placed in service.
- Grant/Loan/NJEIT Funding: Passaic Valley Water Commission's Engineering Department continues coordination with New Jersey Environmental Infrastructure Trust regarding upcoming projects and future, loan-forgiveness opportunities.
- Departmental Support: Assisted other Passaic Valley Water Commission 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

- Levine Water Storage Improvements Project

The re-solicited project for professional services to assist Passaic Valley Water Commission with public outreach and workshop activities for the Levine Water Storage Improvements project has been awarded and the project is now underway.

- Standby Power Generation System at the Plant, Levine, Great Notch and New Street Water Storage Improvements

In accordance with discussions with New Jersey Department of Environmental Protection (NJDEP), and as authorized by the Commission, Passaic Valley Water Commission's requested schedule extension from the New Jersey Department of Environmental Protection to delay the advertising of the generators for approximately 90 days while HUD/Sandy/SRF financing options are pursued has been granted.

- 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 their impact on Passaic Valley Water Commission facilities.

4. INFORMATION TECHNOLOGY SERVICES

Yitzchak Weiss will report.

5. PLANT OPERATIONS

MAINTENANCE AND CONSTRUCTION

Executive Summary

- Started Assistant General Counsel's Offices
- Waiting for final inspection on new Maintenance Locker Room

MAINTENANCE

- Working on reverse osmosis system for Laboratory
- Working on turbidimeter for CFE
- Install new Boiler controls in Clifton as per insurance company
- Worked with Fire Extinguisher contractor on inspections
- Replaced actuator in crossover pit

- Cleaned dry-polymer spill that went over the entire floor.
- Replace handles on ball valves
- Paint floor in Dry Polymer room
- Repair louvers at Manchester Pump Station

LFWTP MAINTENANCE

- Contactors
- Clarifier
 - Start replacing apex tips on clarifiers
- Dewatering Station
- Dry Polymer System
- Equalization Basin
- Filters
 - Replace turbimeter filter B-3
 - Replace turbimeter filter B-4
 - Replace old turbimeter on filter B-1
 - Replace turbimeter on filter C-1
 - Replace turbimeter on filter C-3
- LOX Facility
- Microsand Transfer Tank
- Ozone System –
 - Completed Quarterly Ozone PM inspection
 - Replace Ozone monitor
- PACL System
- Residual Treatment Facility –
 - Work on Moyno Pump #3
 - Remove failed Moyno pump #2
 - Work on Moyno pump #1
 - Wash throughs on the residual thickener tanks
- Sand Recirculation Pumps –
 - Check/Repair sand recirculation pump # 203
- Travelling Screens – waiting for contractor to start repairs
- Trash Rake
- Wash Water Pumps

Transmission

- Airport Pump Station - Repair check valve on airport pump #2
- Industrial Pump Station -
- Morris County Pump Station -
- Totowa Pump Station
 - Repair check valves on Totowa pumps
- Transfer Pumps
 - Check bearing on T-2 Pump

- Check/remove Babbit bearing on T-2
- Verona Pump Station
- Wanaque Pump Station –
 - Open valves Wanaque #5
 - Rebuild seal (inboard) on Wanaque pump #5
- Wanaque South Pump Station

Chemical Feed System

- Replaced leaking polyvinyl chloride (PVC) ball valve on the suction line for caustic pump #3
- Drained down the 12 caustic calibration cylinders to the sump pit and pumped caustic to an outside tote
- Pressure washed the caustic containment floor and all the piping and pumps
- Removed the gears on hypo pumps 2 & 3 cleaned the Gears and reinstalled into the pumps
- Replaced the plunger on the dry polymer dispenser on system #2
- Replaced leaking O-rings on the PVC ball valves to pumps 7 & 12 on the caustic system
- Replaced the leaking caustic ball valve on the truck unloading fill line
- Transported 2800 gallons of corrosion control to Botany, Great Notch and Burhans Avenue for the month
- Flushed out the hydrogen peroxide pump #4 check valves and cleaned the oil bleeder valve
- Repaired backflow preventer for outside contractor

Distribution/Remote Facilities

- Point View
- Nosenzo Pond -
- Burhan's Ave PS
 - Rebuild electric check valve on Burhans Avenue pump #1
 - Rebuild electric check valve on Burhans Avenue pump #2
 - Replace ASCO valve on Burhans Ave pump #2
- High Crest Public Water System –
 - Isolate High Crest Lake Tank #2 and start draining
 - Pump out High Crest Lake tank #2 and replace pump
- Bloomingdale/Riverdale/Mathews Avenue Pump Station – Rebuild electric check valve at Bloomingdale pump station
- Great Notch Facilities
- Dixon Ave
- Garret Heights Pump Station
- Lodi
- New Street Pump Station -
- Levine Reservoir
- Lincoln Park PS
- Botany Pump Station
- Pressure Regulators/Air Release Valves –

- Rebuild blow off Cape May Street
- Install pilot valves in Center Street and Fairfield pits
- Sunset Pit
- Prospect Park Pump Station
- Hepburn Road
- Jackson Ave Pump Station
- East Side Pump Station
- Wanaque South
- Great Falls –

Adjust/add packing at Great Falls Pump #3

WATER QUALITY AND TREATMENT OPERATIONS

Little Falls Water Treatment Plant (LFWTP) performance:

LFWTP performance for June 1 - 30, 2015:

- All LFWTP treatment regulatory requirements were met in June, 2015.
- All LFWTP chemical disinfection requirements were met in June, 2015.
- Potassium permanganate was not used for source water treatment in June.
- 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 June.
- Filtration:
 1. There were no regulatory violations in June for either individual filter effluent or combined filter effluent.
 2. The maximum CFE turbidity in June was 0.19 NTU.
- Residual disinfection with chlorine:
 1. There were no regulatory violations for the chlorine residual concentrations.
 2. The target residual in June was 2.0 mg/L (1.8 to 2.0 mg/L). The range during June for CFE chlorine residual was 0.84 to 2.62 mg/L.
 3. The CFE chlorine residual varied outside of a range of 1.8 to 2.0 mg/L on the following occasion:
 - 6/13 – 6/18 - Due to gear pumps clogging.
- Finished water (LFWTP) pH:
 1. Finished water pH was usually within the target range of 7.9 to 8.1, and was always between 7.8 and 8.2.

Management/Personnel:

- Three-title changes from Water Treatment Plant Operator to Senior Water Treatment Plant Operator.

Source Water:

- There was no source water need for permanganate oxidation in June.

LFWTP Treatment Processes:

- A-2 filter still out of service (influent valve).
- Generator #2 closed loop system leaking waiting on parts.
- Generators failing on inverter fault due to current issues – waiting on Bob / Ralph to place a meter on main breaker.
- Hypo Tank #1 out of service due to integrity testing.
- March – Stated performing Filter evaluations once a week until all 24 filters are completed.

Remote Chemical Feed Stations:

- All remote station chlorine disinfection requirements were met in June, 2015.

Consultant Projects:

- A. Treatment Process Optimization (Black & Veatch):
- B. Residuals Process Optimization (Environmental Engineering & Technology, Inc.):
- C. 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
6/07/15	30	77.55
6/14/15	30	49.0
6/21/15	30	79.0
6/28/15	31	82.0
Total hours:	121.00	287.55

NOTE: The Totowa Sewerage bill is less in 2015 than in 2014. The charge is \$8,125.42 per quarter (\$32,501.74 per year), down from the 2014 charge of \$14,451.91 per quarter (\$57,807.62 per year). This amounts to an annual savings this year of \$25,305.88 compared to 2014.

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	\$149,794	\$448,907	\$282.00
February '15	1,465	\$319,765	\$192,901	\$520,436	\$355.17
March '15	1,569	\$307,486	\$153,184	\$469,432	\$299.13
April '15	1,282	\$238,739	\$131,275	\$377,027	\$294.00
May '15	1,874	\$465,351	\$130,081	\$601,955	\$321.21
June '15	1,828	\$396,396	\$117,864	\$531,420	\$290.77
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, Great Notch Rd. and Botany Pump Station.

* June 2015 cost totals include preliminary estimates for the costs at Levine Reservoir, New St. Reservoir, Great Notch Reservoir, and Botany Pump Station.

WTP Shutdowns:

- 6/08/15 Plant Shutdown due to Generator inverter fault. Plant was back up and running within an hour.
- 6/18/15 on generator 1&3 - Inverter fault on generator 3 but no shutdown (generator 1 stayed on line and generator 2 kicked in).

Summary of Outstanding or Compliance Issues by system:

- Main System:
 - Ongoing exceedance of the New Jersey recommended upper limit (RUL) for sodium. State certification for completing the required public notification within the recently distributed consumer confidence report (CCR) was completed.
 - Administrative Consent Order with New Jersey Department of Environmental Protection (NJDEP) to address the uncovered drinking water reservoir requirements of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR).
- Post Brook:
 - On-going exceedance of the State Manganese RUL. State certification for completing the required public notification within the recently distributed consumer confidence report (CCR) was completed.

General Regulatory Compliance Update:

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

- All systems are in compliance with the TCR for the month of June.
- All samples collected in June in the High Crest, Lodi, North Arlington, and Wallington systems were absent for total coliform and absent for E. coli.
- Four out of 231 coliform samples collected in the PVWC main system were positive for total coliform bacteria; all were absent for E. coli. bacteria.
- One out of 10 samples collected in June in the Post Brook system was positive for total coliform and absent for E. coli bacteria.
- Work continued on updating the coliform sampling plans. This is an ongoing project.

Consumer Confidence Report (CCR) Rule (Annual Water Quality Report)

- The Post Brook and High Crest CCRs were mailed to their respective customers on May 19th. CCRs for the remaining PVWC water systems (Lodi, North Arlington and PVWC main system) were delivered to customers of those systems on June 23rd and June 24th. The news ads announcing the availability of the CCRs appeared in the newspapers on June 26th and June 28th. CCRs for the PVWC main system, High Crest, Lodi, North Arlington and Post Brook systems were submitted to NJDEP before June 30th as required.

Lead and Copper Rule

- All systems are currently in compliance with the Lead and Copper Rule.
- Lead and copper tap sample monitoring started in June within the main system. Water quality parameter (WQP) monitoring will continue in the main system at the frequency, locations and parameters that was agreed to with NJDEP during the May conference call.
- Tap sampling in the High Crest, Lodi, North Arlington and Post Brook systems is scheduled to start in July. These systems are on triennial monitoring schedule and were last sampled in 2012. Additional water quality parameter monitoring is being conducted in these systems so that in the event of an action level exceedance we will already have started to fulfill the compliance requirement to sample for WQPs in these systems.
- Compliance determination with the lead and copper action levels will be made after the end of the monitoring period once all data results have been reported.

Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

- The second round of source water monitoring for Cryptosporidium, E. coli bacteria and turbidity, began in April and is ongoing with bi-monthly sampling which will continue through April 2017.
- The sampling schedule has been extended an extra month into April 2017 because the first crypto sample was invalidated due to a laboratory QC failure. Apparently this issue was fairly widespread among laboratories in the country performing this method and appears to have been resolved.
- Results of this monitoring will be used to determine if additional treatment for removal/inactivation of Cryptosporidium is required at the Little Falls Water Treatment Plant.

Stage 2 Disinfection Byproduct Rule (DBPR)

- Second quarter compliance monitoring was completed during the first week of May 2015.
- All PVWC systems are in compliance with total trihalomethane and haloacetic acid levels for the second quarter of 2015.
- The next sampling events are scheduled for August. This will include the annual sampling in the Post Brook system.

Unregulated Contaminant Monitoring Rule 3 (UCMR3)

- The third of four UCMR3 monitoring events for the Lodi system was completed in early May. The final required event is scheduled for August, 2015.
- UCMR3 monitoring requirements were completed for the PVWC, North Arlington and Wallington systems.
UCMR3 monitoring was NOT required for the High Crest and Post Brook water systems.

6. PURCHASING

Contracts

Contract # 15-B-13 - "Corrosion Inhibitor" – recommendation to award to Shannon Chemical Corporation – two (2) years - \$300,300.

Contract # 15-B-20 - " Rental Uniforms" – bids to be received July 21, 2015.

Contract # 15-B-30 - "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" bids received May 19, 2015 – protest hearing held June 30, 2015 – bidder's replies due July 17, 2015.

Contract # 15-B-31 - "Water Main Cleaning and Lining" – recommendation to award to J. Fletcher Creamer and Son, Inc. – one (1) year - \$2,328,943.76

Contract # 15-B-34 - "Filter Bay Exhaust Fan Replacement" – recommendation to award to C. Dougherty & Company, Inc. – six (6) months - \$74,000.

Contract # 15-B-35 - "Dump Truck and Appurtenances" – recommendation to reject and re-bid.

Contract # 15-B-37 - "Residuals Thickening Aid Polymer" – bids to be received July 28, 2015.

State Contract Purchases

Dell Marketing, L.P. – replace desk tops in the Lab and Guard House running on Windows XP and Windows 2000 and have spares on hand.

NEC Corporation of America – up-date UCB IVR system and add Electronic Funds Transfer (EFT) payment option.

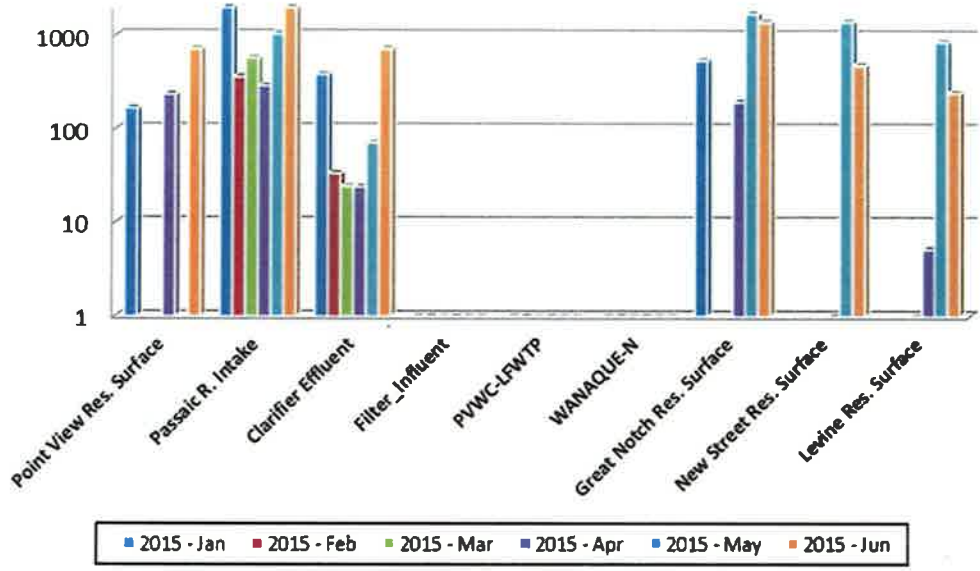
ADDENDUM

- **Coliform Profiling**

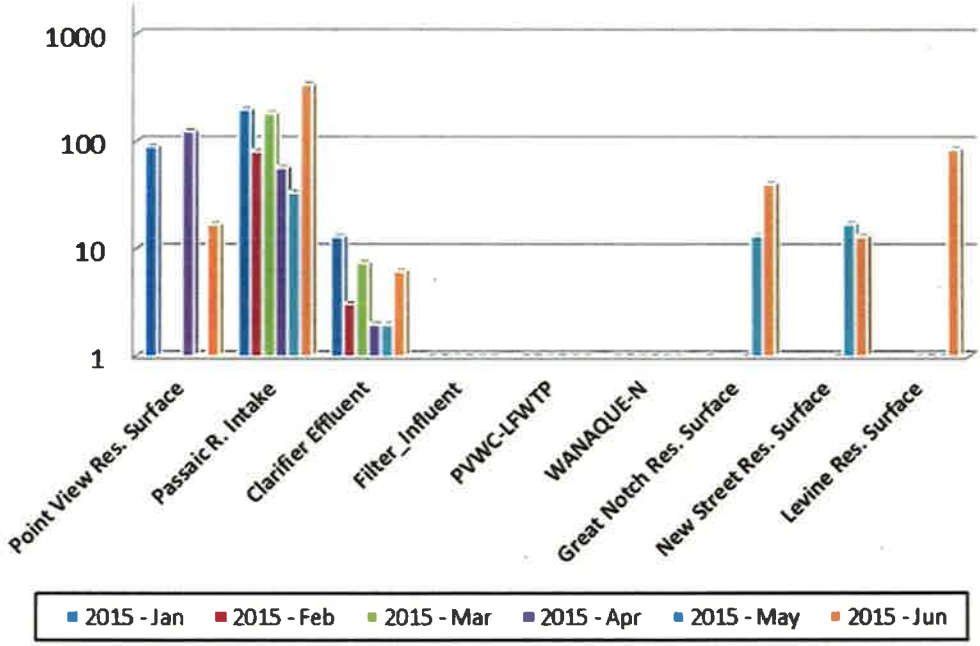
We continue to sample raw, process and finished water monthly for Coliform enumeration, including E. coli enumeration. Raw-water sampling locations include Point View Reservoir and the LFWTP intake. Plant process locations include Clarifier Effluent and Filter Influent. Finished water at the Plant (LFWTP and NJDWSC) is sampled as are 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, while in the cold months we can see the bacteria population decreasing. We would expect to see maximum growth with the warmer summer weather.

The following charts depict these monthly studies for the six-month period ending June, 2015, for Total Coliform and E. coli enumerations. Some of the cold-weather data points are missing from the Reservoir trends because they were frozen over during those times:

Coliform Bacteria Enumeration - 6 Mos. through June, 2015



***E. coli* Enumeration - 6 Mos. through June, 2015**



- 1. Laboratory Revenue
Billing for May, 2015: \$16,777.00
Total billing 2015 to date: \$58,996.50

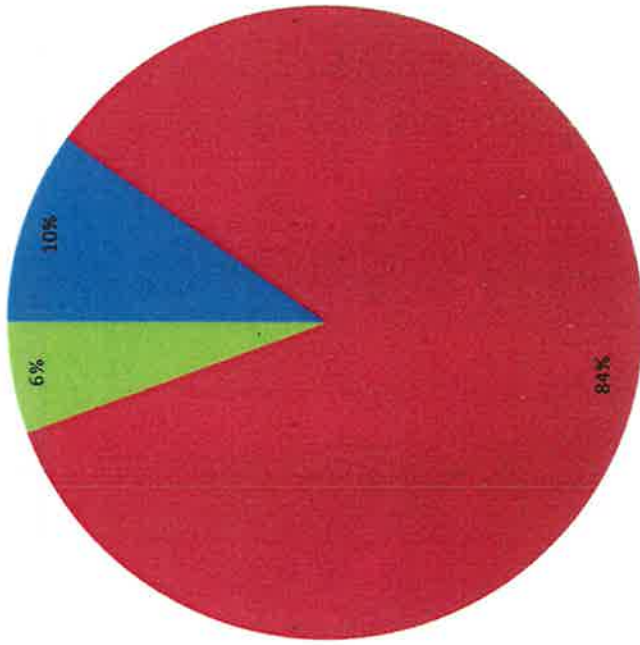
2. Time Summary (5/31 – 6/27/2015)

Category	Regular	Standby	OT1	Sick	Absent (Vac, Jury, etc.)	No Pay
Total Hours	2218	63	78	72	182	40

db

Attachments (4)

June 2015 10,762 Calls

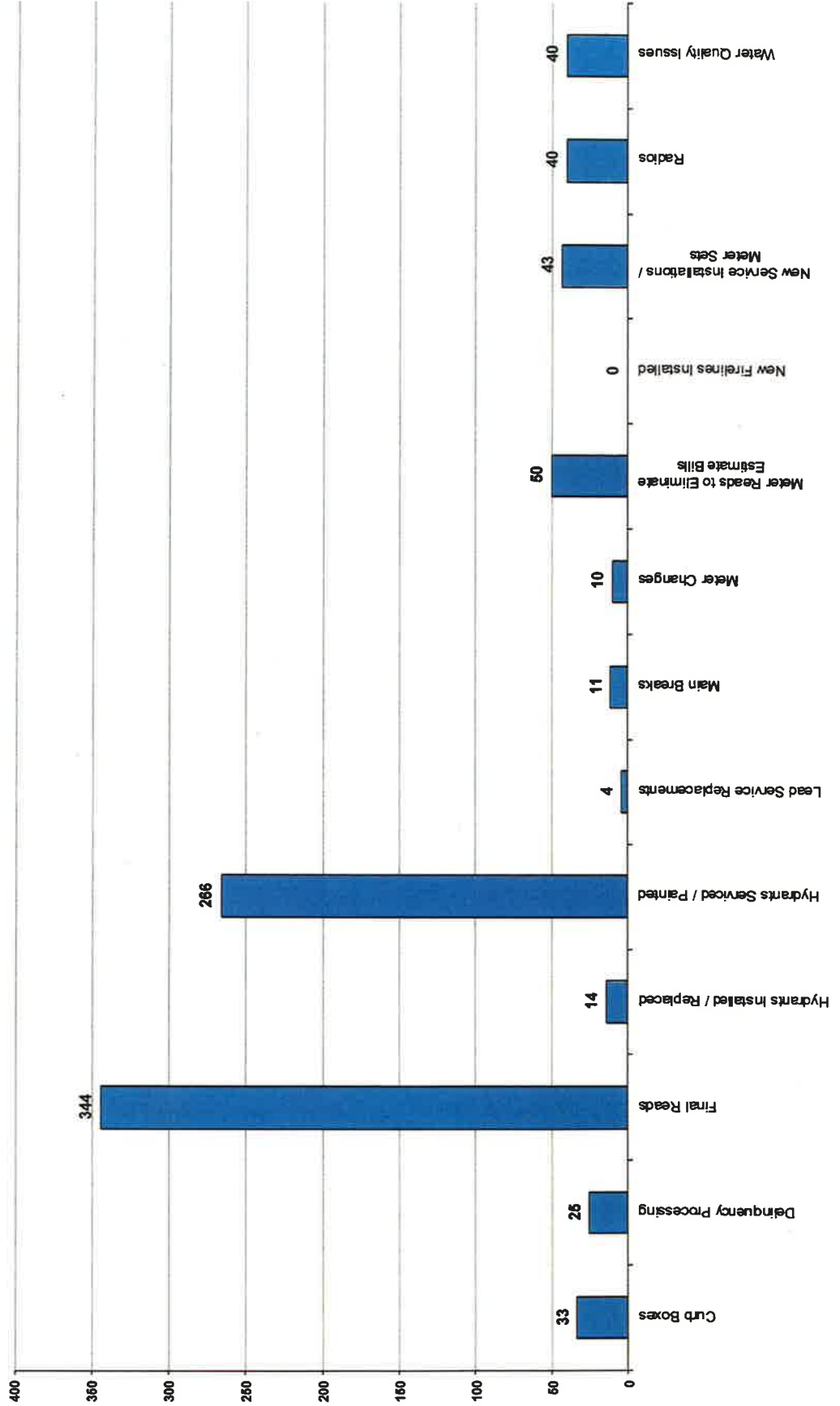


■ Transferred - 950
■ Handled - 8,114
■ Abandoned - 548

June 2015 – Work Orders

Total: 888

8 hydrants need to be replaced



Safe Drinking Water Act Regulatory Compliance Executive Summary - Submitted on July 1, 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 WATER ACT REGULATORY COMPLIANCE OVERVIEW - JUNE 2015						
	PVWC	HIGH CREST	LODI	NORTH ARLINGTON	POST BROOK	WALLINGTON
	NJ1605002	NJ1615003	NJ0231001	NJ0239001	NJ1615008	NJ0265001
Microbiological Contaminants - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Coliform Detections	4	None	None	None	1	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)	IN COMPLIANCE PENDING COMPLETION OF JUNE 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 2nd QUARTER ODOR				IN COMPLIANCE EXCEPT FOR ANNUAL: HARDNESS AND TOTAL DISSOLVED SOLIDS	
Secondary Manganese (Mn)	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	IN COMPLIANCE				IN COMPLIANCE	
Synthetic Organic Compounds	2011-2013 WAIVER				2011-2013 WAIVER	

**PASSAIC VALLEY WATER COMMISSION
MONTHLY CHEMICAL COST SUMMARY
6/1/2015**

CHEMICALS	LBS USED	\$ /LB	TOTAL COST (\$)	COST/MG
LIQUID FERRIC SULFATE	536509	\$0.202	\$108,432	\$59.33
COAGULANT POLYMER (Clarifloc A-3333P)	3817	\$1.227	\$4,683	\$2.56
MICROSAND	15000	\$0.096	\$1,439	\$0.79
POTASSIUM PERMANGANATE	0	\$2.217	\$0	\$0.00
POLYALUMINUM HYDROXYCHLOROSULFATE (Filter Aid)	39644	\$0.359	\$14,248	\$7.80
LIQUID OXYGEN	283640	\$0.0380	\$10,790	\$5.90
RESIDUAL POLYMER (Clarifloc A-6320)	2932	\$0.860	\$2,521	\$1.38
CORROSION INHIBITOR (Great Notch)	25778	\$0.427	\$11,012	\$6.03
CORROSION INHIBITOR (BOTANY)	4226	\$0.427	\$1,805	\$0.99
CORROSION INHIBITOR (Airport, Ver, Tot)	9258	\$0.427	\$3,955	\$2.16
CORROSION INHIBITOR (Morris County)	10919	\$0.427	\$4,665	\$2.55
	GALS USED	\$ /GALS	TOTAL COST (\$)	COST/MG
RESIDUAL MANAGEMENT	1365000	\$0.085	\$115,343	\$63.11
PVSC SEWER FEES (INCL. TANK #3 DECANT)	cost per month (based on 2014 parameters) =		\$2,708	\$1.48
HYDROGEN PEROXIDE	0	\$3.089	\$0	\$0.00
SODIUM HYDROXIDE (CAUSTIC)	101215	\$1.7635	\$178,493	\$97.66
SULFURIC ACID	25480	\$1.430	\$36,437	\$19.94
15% SODIUM HYPOCHLORITE (PRE)	25019	\$0.670	\$16,763	\$9.17
15% SODIUM HYPOCHLORITE (POST)	37480	\$0.670	\$25,112	\$13.74
(NaOCL) LEVINE RESERVOIR	2720	\$0.670	\$1,823	\$1.00
(NaOCL) NEW ST. RESERVOIR	1357	\$0.670	\$909	\$0.50
(NaOCL) GREAT NOTCH RESERVOIR	1802	\$0.670	\$1,207	\$0.66
(NaOCL) BOTANY	603	\$0.670	\$404	\$0.22
			TOTAL COST	COST/MG
			\$396,396	\$216.89
			\$117,864	\$64.49
			\$17,160	\$9.39
			\$531,420	\$290.77
			1828	

Removed Hepburn added GN

**SUPERVISOR OF WATER TREATMENT
WENDY A. SIMONE**

DATE

RESOLUTION 15-81
SERIES 2015 SUPPLEMENTAL RESOLUTION NO. 1 SUPPLEMENTING
THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND
RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND
SUPPLEMENTED, AND PROVIDING FOR THE ISSUANCE AND SALE
OF NOT TO EXCEED \$12,500,000 PRINCIPAL AMOUNT OF WATER
SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2015 IN
ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING
VARIOUS MATTERS PERTAINING THERETO

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

ADOPTED: JULY 15, 2015

WHEREAS, on May 27, 1992, the Passaic Valley Water Commission (the "Commission") adopted a resolution entitled, "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution"), providing for, among other things, the issuance of Bonds in order to finance the Costs of the Commission's System, including the acquisition, construction or improvement thereof and the funding of any deposits into any fund or account established and created under the General Bond Resolution; and

WHEREAS, the Commission has determined to issue one or more Series of its Bonds, pursuant to the General Bond Resolution, in the aggregate principal amount not to exceed \$12,500,000 to provide for, among other things: (1) the current refunding of all or a portion of the Commission's outstanding Water Supply System Revenue Refunding Bonds, Series 2005; (2) the advance refunding of all or a portion of the Commission's outstanding Water Supply System Revenue Bonds, Series 2007C; (3) deposits to the Commission's Bond Reserve Fund (or the purchase of a surety bond with respect thereto), to increase the amounts therein to amounts equal to the Bond Reserve Requirement; and (4) the payment of the costs associated with the issuance of such Bonds (together, the "Project"); and

WHEREAS, in accordance with the provisions of the General Bond Resolution, the Commission desires to authorize the issuance and delivery of one or more Series of its Bonds in the aggregate principal amount not to exceed \$12,500,000, to be designated "Water Supply System Revenue Refunding Bonds, Series 2015" (the "Series 2015 Bonds") and to provide terms and conditions with respect to such Series 2015 Bonds, in addition to those which have been previously established by the General Bond Resolution,

NOW THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

SECTION 101. SHORT TITLE.

This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as "Series 2015 Supplemental Resolution No. 1."

SECTION 102. AUTHORIZATION FOR SERIES 2010 SUPPLEMENTAL RESOLUTION NO. 2.

This Series 2015 Supplemental Resolution No. 1 is authorized by and adopted pursuant to the provisions of Sections 802(6), 802(7) and 806 of the General Bond Resolution.

SECTION 103. CERTAIN DEFINITIONS.

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

ARTICLE II. AUTHORIZATION AND ISSUANCE OF SERIES 2015 BONDS

SECTION 201. AMOUNT AND TITLE OF SERIES 2015 BONDS.

An aggregate principal amount not to exceed \$12,500,000 of Series 2015 Bonds are hereby authorized to be issued pursuant to the terms of the General Bond Resolution by the Commission in accordance with the provisions of the General Bond Resolution and this Series 2015 Supplemental Resolution No. 1. The Series 2015 Bonds shall be designated "Water Supply System Revenue Refunding Bonds, 'Series 2015'", consisting of one or more series of obligations.

SECTION 202. DESCRIPTION OF SERIES 2015 BONDS.

(1) Term. The Series 2015 Bonds shall be dated and shall bear interest from their dated date and shall mature at the respective principal amounts, subject to prior redemption, at such rates, on such dates and in such amounts, and at such Redemption Price(s), if applicable, as may be provided by one or more supplemental resolutions of the Commission (or certificate of the President, Vice President or Executive Director of the Commission (the "Certificate") in furtherance of this Series 2015 Supplemental Resolution No. 1)(such supplemental resolutions or Certificate are hereinafter referred to as "Details Resolutions"); provided that if determined by Certificate, the final maturity of the Series 2015 Bonds shall not be later than December 31, 2027 and the interest rate shall not exceed 6.50%. Principal of the Series 2015 Bonds shall mature commencing on December 1, 2015 or such other date as is determined by the Details Resolution.

(2) Interest Rates Per Annum and Interest Payment Dates. The Series 2015 Bonds shall bear interest at the interest rate per annum as shall be set forth in the Details Resolution. Interest on the Series 2015 Bonds shall be payable on each December 1 and June 1, commencing December 1, 2015 (or such other dates as are determined by the Details Resolution) until the Commission's obligation with respect to the Series 2015 Bonds shall be discharged.

(3) Denomination and Place of Payment. The Series 2015 Bonds shall be issued in fully registered form, without coupons, and are issuable in the denomination of \$5,000 each, or any integral multiple thereof, except than an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in the denominations of \$1,000, or any integral multiple thereof. The principal of and interest on the Series 2015 Bonds shall be payable to the Registered Owner thereof, on the May 15 or November 15 next preceding the applicable payment date of the 2015 Bonds or 15 days next preceding the applicable date fixed for redemption, upon presentation and surrender of the Series 2015 Bonds at the principal corporate trust office of the Paying Agent. All other terms and conditions with respect to the payment of the principal and interest on the Series 2015 Bonds shall be as provided in the General Bond Resolution or in the Details Resolution.

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

SECTION 203. REDEMPTION OF SERIES 2015 BONDS.

The Series 2015 Bonds are subject to optional and sinking fund redemption prior to maturity under such conditions and on such terms as may be set forth in the Details Resolution.

SECTION 204. APPOINTMENT OF TRUSTEE, ESCROW AGENT, PAYING AGENT AND REGISTRAR.

Manufacturer's and Trader's Trust Company, N.A. ("M & T Bank, N.A."), Jersey City, New Jersey is hereby appointed Trustee, Escrow Agent, Bond Registrar and Paying Agent for the Series 2015 Bonds. The Trustee, Bond Registrar and Paying Agent shall signify its acceptance of the trusts and duties hereunder and under the General Bond Resolution by its execution of the Escrow Agreement and closing certificates. The Executive Director is authorized to appoint a verification agent.

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

The System Reserve Requirement and the Operating Fund Reserve Account Requirement shall be set forth in the Details Resolution.

SECTION 206. BOND SERVICE RESERVE REQUIREMENT.

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

ARTICLE III. SALE OF SERIES 2015 BONDS

SECTION 301. EXECUTION OF THE SERIES 2015 BONDS.

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

SECTION 302. SALE OF SERIES 2015 BONDS.

The Commission has determined that the Series 2015 Bonds shall be sold by private sale to Raymond James & Company, Inc. (the "Purchaser"). The President, Vice President or Executive Director of the Commission is hereby authorized to execute a bond purchase agreement on behalf of the Commission with the Purchaser provided such terms are consistent with this Series 2015 Supplemental Resolution No. 1 and provided further that the underwriter's discount for the Series 2015 Bonds shall not exceed \$3.21 per \$1,000 per bond, exclusive of counsel fees not to exceed \$20,000, plus disbursements.

SECTION 303. AUTHENTICATION AND DELIVERY OF THE SERIES 2015 Bonds.

The President, Vice President or Executive Director of the Commission is hereby authorized, after the execution of the Series 2015 Bonds, to cause the same to be issued and delivered in accordance with the terms of the General Bond Resolution and this Series 2015 Supplemental Resolution No. 1.

SECTION 304. PAYMENT OF COSTS OF ISSUANCE.

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

SECTION 305. ADDITIONAL ACTS REGARDING SERIES 2015 BONDS.

The President or any other Commission Officer, and the staff and consultants of the Commission are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the General Bond Resolution in connection with the

issuance, sale and delivery of the Series 2015 Bonds, including but not limited to, the preparation and distribution of a preliminary and final offering document. The Commission is also authorized to enter into any additional agreements and/or investments necessary in order to provide for the issuance of the Series 2015 Bonds.

SECTION 306. APPROVAL OF FORM OF ESCROW DEPOSIT AGREEMENT AND AUTHORIZATION REGARDING ESCROW INVESTMENTS.

The President or any other Commission Officer shall be and they are hereby authorized and directed to execute and deliver, for and on behalf of the Commission the preparation and distribution of a final Official Statement, and the execution and delivery of an Escrow Deposit Agreement (the "Escrow Deposit Agreement") in connection with the refunding of the Refunded Bonds, a copy of which is attached hereto as **Exhibit A** and which by this reference is made a part hereof as if set forth in full herein on behalf of the Commission, and the execution of closing documents. All such actions heretofore taken are hereby ratified and confirmed.

The Escrow Deposit Agreement shall be in substantially the form attached hereto as **Exhibit A** with such adjustments and modifications as shall be necessary to complete the issuance and delivery of the Series 2015 Bonds and to provide for the Escrow requirements of the Refunded Bonds, including, but not limited to, the execution of one or more subscriptions for the purchase of U.S. Government Obligations, State and Local Government Series ("SLGS"). The Escrow Agent, the financial advisor to the Commission, bond counsel to the Commission and the Underwriter are specifically authorized to file any necessary applications relating to the SLGS, and all actions heretofore taken by any such persons on behalf of the Commission are hereby ratified and confirmed. The financial advisor to the Commission is hereby authorized to act as bidding agent to procure other authorized investments to the extent necessary or desirable.

SECTION 307. AUTHORIZATION FOR OFFICIAL STATEMENT.

The distribution by the Commission, and its financial advisor, of one or more Preliminary Official Statements relating to the Series 2015 Bonds (a draft of which is attached hereto as **Exhibit B** and shall be filed with the records of the Commission) is hereby authorized in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the Commission officer executing the same may approve, such approval to be evidenced by such Commission officer's execution thereof. The President or Executive Director Finance is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The President or Executive Director is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned notes in substantially the form of the Preliminary Official Statement. The President or Executive Director is hereby authorized to sign such Official Statement on behalf of the Commission, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the Commission officer executing the same may approve, such approval to be evidenced by such Commission officer's execution thereof.

SECTION 308. BOND INSURANCE

The Executive Director of the Commission is hereby authorized to negotiate the purchase of a municipal bond insurance policy with respect to the Series 2015 Bonds, upon such terms as he determines, with the advice of the Commission's financial advisor, as prudent, and that will result in debt service savings.

SECTION 309. BOND PURCHASE AGREEMENT

The Bond Purchase Agreement in substantially the form attached hereto as **Exhibit C** is hereby approved, with such revisions, modifications, and insertions as may be approved by the officers of the Authority executing the Bond Purchase Agreement, such approval to be evidenced by the execution thereof, and the President, Vice President, Secretary, Treasurer and/or Executive Director of the Commission is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the Commission.

SECTION 310. CONTINUING DISCLOSURE.

The Continuing Disclosure Agreement in substantially the form attached hereto as **Exhibit D** is hereby approved, with such revisions, modifications, and insertions as may be approved by the officers of the Authority executing the Continuing Disclosure Agreement, such approval to be evidenced by the execution thereof, and the President, Vice President, Secretary, Treasurer and/or Executive Director of the Commission is hereby authorized to execute and deliver the Continuing Disclosure Agreement on behalf of the Commission. The Commission hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

SECTION 311. DEPOSITORY TRUST COMPANY

The Depository Trust Company ("DTC") will serve as securities depository for the Series 2015 Bonds. The Series 2015 Bonds will be issued as fully registered securities in the name of Cede & Co., as nominee of DTV. One fully registered bond certificate will be issued for each maturity of the Series 2015 Bonds, and will be deposited with DTC. The Commission shall comply with all requisite terms and conditions of DTC in order to qualify the series 2015 Bonds for book-entry-only system. The Commission reserves the right to terminate the book-entry-only system for the Series 2015 Bonds if, in its sole discretion, it determines that such termination is for the benefit of the holders of the Series 2015 Bonds.

SECTION 312. PRIOR ACTION.

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

ARTICLE IV. MISCELLANEOUS

SECTION 401. EFFECTIVE DATE.

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Series 2015 Supplemental Resolution No. 1 shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Series 2015 Supplemental Resolution No. 1, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution, and if applicable, the consent of any Bond Insurer or provider of any Credit Facility.

SECTION 402. INCORPORATION OF REMAINDER OF RESOLUTION BY REFERENCE.

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

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

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

SECTION 404. PUBLICATION AND FILING.

The Secretary is hereby directed to publish the Notice of Adoption of this Series 2015 Supplemental Resolution No. 1 in the official newspaper(s) of the Commission and to file a certified copy of this Series 2015 Supplemental Resolution No. 1 with the Trustee and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
Bazian, M.	—	—	—	—
DeVita, T.	—	—	—	—
Kolodziej, G.	—	—	—	—
Levine, J.	—	—	—	—
Rodriguez, I.	—	—	—	—
Sanchez, R.	—	—	—	—
Vannoy, R.	—	—	—	—

The foregoing is a true and complete copy of a resolution of the Passaic Valley Water Commission adopted at a meeting thereof duly called and held on June 15, 2015.

Louis Amodio, Administrative Secretary

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

Exhibit A

Exhibit B

Exhibit C

Exhibit D

ESCROW DEPOSIT AGREEMENT

by and between

PASSAIC VALLEY WATER COMMISSION

and

MANUFACTURERS AND TRADERS TRUST COMPANY, N.A., as Escrow Agent

Dated September __, 2015

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Agreement"), dated September __, 2015, by and between PASSAIC VALLEY WATER COMMISSION (the "Commission") and MANUFACTURERS AND TRADERS TRUST COMPANY, N.A., a national banking association duly created and validly existing under the laws of the United States of America, as Escrow Agent hereunder (the "Escrow Agent").

WITNESSETH:

WHEREAS, pursuant to and in accordance with (i) the provisions of the New Jersey Water Commission Act, constituting Chapter 195 of the Pamphlet Laws of 1923 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-108, *et seq.*) (the "Act"), and (ii) a resolution of the Passaic Valley Water Commission adopted on May 27, 1992 entitled, "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution"), the Commission previously issued and sold its Water Supply System Revenue Refunding Bonds, Series 2005 in the original aggregate principal amount of \$10,605,000, dated February 23, 2005 (the "2005 Bonds") and its Water Supply System Revenue Bonds, Series 2007C in the original aggregate original amount of \$7,070,000, dated November 27, 2007 (the "2007 Bonds" and collectively with the 2005 Bonds, or the "Prior Bonds"); and

WHEREAS, on __, 2015, the Commission adopted a resolution entitled "Series 2015 Supplemental Resolution No. 1 Supplementing The Passaic Valley Water Commission's General Bond Resolution Duly Adopted May 27, 1992, As Amended And Supplemented And Providing For The Issuance And Sale Of Not To Exceed \$12,500,000 Principal Amount Of Water Supply System Revenue Refunding Bonds, Series 2015 In One Or More Series Of The Commission And Determining Various Matters Pertaining Thereto", as amended and supplemented by an Award Certificate dated as of __, 2015 (the "Supplemental Resolution" and collectively with the General Bond Resolution, "the Resolution"), providing, among other things, for the issuance of its Water Supply System Revenue Refunding Bonds, Series 2015 in the aggregate principal amount of \$12,500,000 to provide for the refunding of the Prior Bonds; and

WHEREAS, pursuant to the Resolution, the Commission has issued its Water Supply System Revenue Refunding Bonds, Series 2015 in the aggregate principal amount of \$_____ (the "2015 Bonds") to provide for, *inter alia*, along with other moneys of the Commission, the current refunding of all or a portion of the outstanding 2005 Bonds maturing on or after December 15, 2015 (the "2005 Bonds to be Refunded") and the advance refunding of all or a portion of the outstanding 2007 Bonds maturing after December 1, 2017, (the "2007 Bonds to be Refunded" and collectively with the 2005 Bonds to be Refunded, the "Bonds to be Refunded"), as set forth in **Exhibit A** attached hereto;

WHEREAS, pursuant to the Resolution, the Commission has authorized the deposit with the Escrow Agent of an amount from the proceeds of the sale of the 2015 Bonds that, together with other monies of the Commission and the investment income to be earned on such deposit, will be sufficient to pay the principal and redemption premium of and interest on the 2005 and

2007 Bonds to be Refunded on December 15, 2015 and December 1, 2017, respectively (the "Redemption Dates");

WHEREAS, the Commission desires to provide instructions to the Escrow Agent relative to the calling of the Bonds to be Refunded for redemption, the payment of the principal and redemption premium of and interest on the Bonds to be Refunded and the investment of the funds placed in escrow for such purposes; and

WHEREAS, the Commission and the Escrow Agent desire to enter into this Agreement to provide for the taking of certain actions so as to defease the Bonds to be Refunded and discharge the lien of the Resolution with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows (capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Resolution);

SECTION 1. (a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated "Passaic Valley Water Commission 2015 Bonds Escrow Fund" (the "Escrow Fund") to be held by the Escrow Agent as a trust fund for the benefit of the holders of the Bonds to be Refunded. The Escrow Fund shall be held by the Escrow Agent separate and apart from all other funds of the Commission and the Escrow Agent. On the dates when the Bonds to be Refunded are due to be paid, moneys necessary to make such payment will be provided for from the Escrow Fund.

(b) The Escrow Agent hereby certifies that the current outstanding principal amount of the Bonds to be Refunded is \$_____ with respect to the 2005 Bonds to be Refunded and \$___ with respect to the 2007 Bonds to be Refunded.

SECTION 2. (a) The Escrow Agent hereby represents that it currently holds or has received from the Trustee for the Bonds to be Refunded cash or investments in an amount equal to \$_____ from the Bond Service Fund established for the Prior Bonds and \$_____ \$_____ from the Bond Reserve Fund established for the Prior Bonds.

(b) The Escrow Agent hereby acknowledges receipt of a portion of the proceeds of the sale of the 2015 Bonds in the amount of \$_____.

SECTION 3. The Escrow Agent shall immediately deposit the amount set forth in Section 2 hereof in the Escrow Fund and apply \$_____ of such amount to the purchase of the Securities listed in **Exhibit B** attached hereto (the "Defeasance Obligations") and hold the balance in cash. In sole reliance on the verification report of Ferraiolli, Wielkottz, Cerullo & Cuva, P.A., independent certified public accountants (the "Accountants") as described in its verification report attached hereto as **Exhibit D** (the "Verification Report"), the Commission represents that the amounts so deposited in the Escrow Fund, together with the income from the investment thereof to be retained in the Escrow Fund pursuant to this Agreement and uninvested cash, will provide sufficient funds to pay the principal and redemption premium of and interest on the Bonds to be Refunded, as set forth in **Exhibit C** attached hereto.

SECTION 4. (a) The Bonds to be Refunded are deemed to have been paid within the meaning of, and for all purposes, of the Resolution by the purchase of the Defeasance Obligations, which mature as to principal and interest in such amounts and at such times together with the cash set aside in the Escrow Fund as will be sufficient to make payment to the holders of the Bonds to be Refunded when due (whether by reason of maturity or upon redemption as provided in the Resolution) of all principal thereof, premium, if any, and interest thereon at the times and in the manner stipulated in the Resolution and in this Agreement (in sole reliance of the parties hereto upon the computations prepared by Raymond James & Company, as verified by the Accountants), as set forth in the Verification Report for deposit in the Escrow Fund, and the Commission having caused to be paid to the Escrow Agent, for application to the Trustee, all sums of moneys due or to become due according to the provisions of the Resolution, the presents and the estate and rights granted in the Resolution to the holders of the Bonds to be Refunded shall cease and terminate. This Agreement shall constitute irrevocable written direction of the Commission to the Escrow Agent to cause the Trustee to cancel and discharge the lien with respect to the Bonds to be Refunded and execute and deliver to the Commission such instruments in writing as the Commission shall request as shall be requisite to cancel and discharge the lien thereof, and reconvey, release, assign and deliver unto the Commission any and all the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien with respect to the Bonds to be Refunded. Any Bond to be Refunded paid pursuant to this Agreement shall be canceled in accordance with the Resolution.

(b) This Agreement shall constitute the Commission's irrevocable notice and written instructions to the Escrow Agent in its capacity as the Trustee:

(i) stating the date the principal (and premium, if any) of each Bond to be Refunded is to be paid, whether at maturity or on a Redemption Date;

(ii) to give, promptly after the date hereof, a notice of refunding to all bondholders, substantially in the form of **Exhibit E**, attached hereto;

(iii) to give, at least thirty (30) days prior to the Redemption Date, in the manner prescribed by Section 406 of the General Bond Resolution, a notice of redemption, substantially in the form of **Exhibits F-1 and F-2**, attached hereto, in satisfaction of the requirements for such notice as set forth in the Resolution, stating (A) that the Bonds to be Refunded have been called for redemption as described in Section 4(c) hereof, (B) that a deposit has been made with the Escrow Agent and that the Bonds to be Refunded are deemed to have been paid in accordance with Section 1201 of the General Bond Resolution and (C) the date upon which moneys are to be available for the payment of the redemption price of the Bonds to be Refunded; and

(iii) to make due publication of the notice provided for in paragraph (ii) above in the manner provided in Section 803 of the General Bond Resolution. The Escrow Agent shall further cause copies of each such notices of refunding and redemption to be sent by registered mail, certified mail, overnight delivery service (or other similarly secure service acceptable to the

Escrow Agent) to the Municipal Securities Rulemaking Board (the "MSRB") as defined for purposes of Rule 15c2-12(b)(5) as adopted by the Securities and Exchange Commission under the Securities Act of 1934, as the same may be amended from time to time. The notices the MSRB shall be sent at least two (2) business days in advance of the date notices addressed to registered owners are deposited in the United States Mail.

(c) This Agreement shall constitute the Commission's irrevocable written instructions to the Escrow Agent in its capacity as the Trustee, pursuant to Section 403 of the General Bond Resolution to redeem the Bonds to be Refunded, in the manner prescribed, on the Redemption Date at a redemption price equal to 100% of the principal amount of the Bonds to be Refunded.

SECTION 5. The Escrow Agent agrees that the amounts deposited in the Escrow Fund pursuant to Section 3 hereof and the interest income to be earned thereon and any other moneys and investments deposited in the Escrow Fund will be held in trust for the benefit of the holders of the Bonds to be Refunded. The Escrow Agent shall apply the principal of and interest on the Defeasance Obligations, together with any other moneys available in the Escrow Fund, to the payment, when due, of the principal, redemption premium, if any, and interest due on the Bonds to be Refunded pursuant to the payment schedule attached as **Exhibit C** hereto. The Escrow Agent shall have no liability for the payment of the principal and redemption premium of and interest on the Bonds to be Refunded pursuant to this Section 5 and the Resolution, except for the application of moneys and obligations available for such purposes in the Escrow Fund. The Escrow Agent shall not be liable for any loss resulting from any investment made in accordance with the provisions of this Agreement.

SECTION 6. (a) Except as provided in Sections 3, 4 and 5 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Defeasance Obligations.

(b) At the written request of the Commission and with the written consent of an Authorized Officer of the Commission, given not less than five (5) days before the date of the action being requested and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of or request the redemption of the Defeasance Obligations and shall substitute for such Defeasance Obligations only cash or State Local Government Series obligations ("SLGS") (the "Substitute Defeasance Obligations") which may or may not permit the redemption thereof at the option of the Trustee, but not at the option of the issuer of such Securities. The Commission hereby covenants that it will not authorize or permit the Escrow Agent to use directly or indirectly any part of the moneys or funds at any time in the Escrow Fund to acquire any investment property, the acquisition of which would cause any 2015 Bonds to be "arbitrage bonds" as defined in Section 148(a) of the Code as then in effect. The Trustee shall purchase such Substitute Defeasance Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Defeasance Obligations. The amounts realized from the disposition of Defeasance Obligations and purchase of Substitute Defeasance Obligations, together with earnings on such Substitute Defeasance Obligations not required by the Trustee to fulfill its obligations under Section 4 hereof as evidenced by the current applicable certified public accountant verification report, shall be retained in the Escrow Fund until the date all prior Bonds to be Refunded have been paid. The disposition and substitution described in this

Section may be effected only if the Commission delivers to the Escrow Agent (i) a certificate of an independent certified public accountant, or similar firm experienced in providing such opinions, stating the amounts realized in the preceding sentence for transfer to the Commission and, then, to the Commission and verifying that the principal amount of the Substitute Defeasance Obligations to be substituted, and the interest income to be earned thereon, will be sufficient without further reinvestment to permit the Escrow Agent to fulfill the obligations set forth under Section 5 hereof, (ii) an unqualified opinion of nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not (A) affect for Federal income tax purposes the tax-exempt status of interest on the Bonds to Be Refunded and (b) cause the Bonds to Be Refunded to be “arbitrage bonds” within the meaning of Section 148 of the Code and (iii) payment of all costs by the Commission. The Trustee shall incur no liability in complying with the provisions of this Section provided it meets the gross negligence standard of care in the Resolution.

SECTION 7. On December 1, 2017, after payment of the principal and redemption premium of and interest on the Bonds to be Refunded, all remaining moneys and securities in the Escrow Fund shall be deposited in the Revenue Fund established under the Resolution and the Escrow Fund shall terminate.

SECTION 8. The Escrow Fund created hereby shall be irrevocable and the holders of the Bonds to be Refunded shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, including all amounts representing principal of and interest on the Defeasance Obligations on deposit in the Escrow Fund, until used and applied in accordance herewith. The Escrow Agent and the Commission shall take or caused to be taken all action necessary to preserve the security of the holders of the Bonds to be Refunded and the right, title and interest of the Escrow Agent to all amounts deposited in the Escrow Fund and the principal and interest with respect to the Defeasance Obligations so long as the Escrow Agent holds any amounts in the Escrow Fund. Upon execution of this Agreement, the Commission shall cause to be paid to the Escrow Agent the sum of \$2,500 as a one-time acceptance fee charged by the Escrow Agent for the services to be performed hereunder.

SECTION 9. (a) Unless otherwise provided by contract, the Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including reasonable legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Commission for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim against or lien on the moneys or securities on deposit in the Escrow Fund for any such payment.

(b) The recitals of fact in this Agreement shall be taken as the statements of the Commission, and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its respective duties hereunder, except for its own gross negligence or willful misconduct.

(c) The Escrow Agent shall be entitled to rely and act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed and presented by the proper party or parties, and may consult with counsel, who may or may not be counsel to the Commission, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Agreement, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Commission, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Agreement, but in its discretion the Escrow Agent may in lieu thereof accept other evidence of such act or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Commission to the Escrow Agent shall be sufficiently executed if executed in the name of the Commission by an authorized officer thereof.

(d) The Commission, subject to the limitation of its liability under the Resolution and applicable New Jersey law, shall indemnify and save harmless the Escrow Agent against any loss, liability or expense, including legal fees, that the Escrow Agent may incur in the exercise and performance of its powers and duties hereunder and that are not due to its own gross negligence or willful misconduct. The indemnification of the Escrow Agent provided for in this Section 10(d) shall survive termination of this Agreement pursuant to Section 11 hereof.

(e) The Escrow Agent may resign at any time and be discharged of its duties hereunder; *provided*, that: (i) it has given not less than sixty (60) days' written notice to the Commission of such resignation; (ii) the Commission has appointed a successor to the Escrow Agent hereunder; (iii) the Escrow Agent has received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (iv) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, Defeasance Obligations and moneys held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) of this Section 10(e) and only if the Escrow Agent has complied with, and is not in default of any of its obligations under, this Agreement, unless the Commission consents to such resignation. Upon receipt by the Commission of the written notice described in clause (i) above, the Commission shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible.

(f) The Escrow Agent may be removed at any time by the Commission by an instrument in writing signed and acknowledged by the Commission. A copy of such instrument shall be delivered by the Commission to the Escrow Agent at least thirty (30) days prior to the effective date of the removal of such Escrow Agent. Upon such effective date, the Escrow Agent shall deliver to the Escrow Agent's successor (at the direction of the Commission) all documents, instruments and moneys listed in clause (iv) of Section 10(e) hereof.

(g) Any bank that merges with or merges into the Escrow Agent shall be deemed the successor Escrow Agent without any further action hereunder.

SECTION 10. Except as provided in Section 10(d) hereof, this Agreement shall terminate when the principal and redemption premium of and interest on all of the Bonds to be Refunded shall have been fully paid; *provided*, that moneys held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Bonds to be Refunded that remain unclaimed on a date that is one day prior to the date on which such moneys would otherwise escheat to the state in which the Escrow Agent to the Commission as its absolute property free and clear from the trust and pledge created by this Agreement. The Escrow Agent shall thereupon be released and discharged with respect hereto, and the holders of such Bonds to be Refunded payable from such moneys shall look only to the Commission for the payment of such Bonds to be Refunded.

SECTION 11. This Agreement shall not repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of the holders of one hundred percent (100%) in aggregate principal amount of the unpaid Bonds to be Refunded at the time such election is made; *provided, however*, that the Commission and the Escrow Agent may, without the consent of or notice to the holders of the unpaid Bonds to be Refunded, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Agreement; or
- (b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Bonds to be Refunded any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.
- (c) To modify or supplement this Agreement in order to meet the requirements of any rating agency for rating the 2015 Bonds in the highest category.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel with respect to the matters provided for in this Section 12, including the extent, if any, to which any change, modification, addition or elimination affects the rights of holders of the Bonds to be Refunded or that any instrument executed hereunder complies with the conditions or provisions of this Section 12. Notwithstanding anything in this paragraph to the contrary, no change shall be made to any provision of this Agreement regarding the investment or other use of the proceeds of the 2015 Bonds without an unqualified opinion of nationally recognized bond counsel to the effect that such change, and the investment or other use of the proceeds of the 2015 Bonds in accordance with such change, will not adversely affect the exclusion of interest on the 2015 Bonds from gross income provided under Section 103 of the Code.

SECTION 12. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

PASSAIC VALLEY WATER COMMISSION

By: _____
Name: _____
Title: President

**MANUFACTURERS AND TRADERS TRUST
COMPANY, N.A., as Escrow Agent**

By: _____
Name: Brooks Von Arx
Title: Vice President

EXHIBIT A

BONDS TO BE REFUNDED

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2005**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/15/2016	3.600%	655,000	12/15/2015	100%	702845FE3
12/15/2017	3.800%	685,000	12/15/2015	100%	702845FF0
12/15/2018	3.900%	715,000	12/15/2015	100%	702845FG8
12/15/2019	4.000%	740,000	12/15/2015	100%	702845FH6
12/15/2020	4.000%	775,000	12/15/2015	100%	702845FJ2
12/15/2021	4.100%	800,000	12/15/2015	100%	702845FK9
12/15/2022	4.125%	840,000	12/15/2015	100%	702845FL7
12/15/2023	4.200%	370,000	12/15/2015	100%	702845FM5
12/15/2024	4.200%	380,000	12/15/2015	100%	702845FN3
12/15/2025	4.250%	400,000	12/15/2015	100%	702845FP8
12/15/2026	4.250%	420,000	12/15/2015	100%	702845FQ6
Total		\$6,780,000			

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2007C**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/0/2018	4.000%	350,000	12/1/2017	100%	702845GD4
12/0/2019	4.000%	365,000	12/1/2017	100%	702845GE2
12/0/2020	4.000%	380,000	12/1/2017	100%	702845GF9
12/0/2021	4.000%	395,000	12/1/2017	100%	702845GG7
12/0/2022	4.100%	410,000	12/1/2017	100%	702845GH5
12/0/2027	5.000%	2,350,000	12/1/2017	100%	702845GN2
Total		\$4,250,000			

EXHIBIT B

DEFEASANCE OBLIGATIONS

EXHIBIT C

STATEMENT OF CASH FLOW

EXHIBIT D

**VERIFICATION REPORT
SEE ALSO CLOSING ITEM NO. __**

**EXHIBIT E
NOTICE OF REFUNDING**

PASSAIC VALLEY WATER COMMISSION

Notice is hereby given to the holders of the following bonds of the Passaic Valley Water Commission (the "Commission"):

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2005**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/15/2016	3.600%	655,000	12/15/2015	100%	702845FE3
12/15/2017	3.800%	685,000	12/15/2015	100%	702845FF0
12/15/2018	3.900%	715,000	12/15/2015	100%	702845FG8
12/15/2019	4.000%	740,000	12/15/2015	100%	702845FH6
12/15/2020	4.000%	775,000	12/15/2015	100%	702845FJ2
12/15/2021	4.100%	800,000	12/15/2015	100%	702845FK9
12/15/2022	4.125%	840,000	12/15/2015	100%	702845FL7
12/15/2023	4.200%	370,000	12/15/2015	100%	702845FM5
12/15/2024	4.200%	380,000	12/15/2015	100%	702845FN3
12/15/2025	4.250%	400,000	12/15/2015	100%	702845FP8
12/15/2026	4.250%	420,000	12/15/2015	100%	702845FQ6
Total		\$6,780,000			

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2007C**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/0/2018	4.000%	350,000	12/1/2017	100%	702845GD4
12/0/2019	4.000%	365,000	12/1/2017	100%	702845GE2
12/0/2020	4.000%	380,000	12/1/2017	100%	702845GF9
12/0/2021	4.000%	395,000	12/1/2017	100%	702845GG7
12/0/2022	4.100%	410,000	12/1/2017	100%	702845GH5
12/0/2027	5.000%	2,350,000	12/1/2017	100%	702845GN2
Total		\$4,250,000			

There has been deposited with Manufacturers and Traders Trust Company, N.A., New Jersey, as escrow agent (the "Escrow Agent"), moneys and direct non-callable obligations of the United States of America or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United State of America (the "Government Obligations") the principal and interest on which, together with the moneys deposited with the Escrow Agent, are sufficient to pay when due the principal and of and the interest due and to become due on the Refunded Bonds on and prior to December 15, 2015 in the case of the Series 2005 Bonds and

December 1, 2017 in the case of the Series 2007 Bonds, the dates which the Refunded Bonds will be optionally redeemed at the respective Redemption Prices thereof.

Manufacturers and Traders Trust
Company, N.A,

By: _____
Authorized Officer

**EXHIBIT F-1
NOTICE OF REDEMPTION**

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2005**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/15/2016	3.600%	655,000	12/15/2015	100%	702845FE3
12/15/2017	3.800%	685,000	12/15/2015	100%	702845FF0
12/15/2018	3.900%	715,000	12/15/2015	100%	702845FG8
12/15/2019	4.000%	740,000	12/15/2015	100%	702845FH6
12/15/2020	4.000%	775,000	12/15/2015	100%	702845FJ2
12/15/2021	4.100%	800,000	12/15/2015	100%	702845FK9
12/15/2022	4.125%	840,000	12/15/2015	100%	702845FL7
12/15/2023	4.200%	370,000	12/15/2015	100%	702845FM5
12/15/2024	4.200%	380,000	12/15/2015	100%	702845FN3
12/15/2025	4.250%	400,000	12/15/2015	100%	702845FP8
12/15/2026	4.250%	420,000	12/15/2015	100%	702845FQ6

NOTICE IS HEREBY GIVEN to the holders of the above-referenced bonds (the "Bonds") that (A) the Bonds have been called for redemption on December 15, 2015 (the "Redemption Date"), at a redemption price of 100% of the principal amount thereof (the "Redemption Price"), plus interest accrued to the Redemption Date and (B) there has been deposited with Manufacturers and Traders Trust Company, N.A., New York, NY as Escrow Agent (the "Escrow Agent") moneys and investment securities the principal of and interest on which, when due, will provide moneys which will be sufficient to pay the Redemption Price, plus accrued interest on the Redemption Date. The Bonds are deemed to have been paid in accordance with Section 1201 of the Commission's General Bond Resolution, dated as of May 27, 1992.

You are hereby notified that the Bonds should be presented for redemption at the offices of Manufacturers and Traders Trust Company, N.A (the "Paying Agent"), New York, NY on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the Redemption Price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

PASSAIC VALLEY WATER COMMISSION

By: Manufacturers and Traders Trust Company, N.A,
as Escrow Agent

Dated: _____ r __, 2015

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

**EXHIBIT F-2
NOTICE OF REDEMPTION**

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2007C**

**PASSAIC VALLEY WATER COMMISSION,
WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2007C**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Par Amount</u>	<u>Call Date</u>	<u>Call Price</u>	<u>CUSIP</u>
12/0/2018	4.000%	350,000	12/1/2017	100%	702845GD4
12/0/2019	4.000%	365,000	12/1/2017	100%	702845GE2
12/0/2020	4.000%	380,000	12/1/2017	100%	702845GF9
12/0/2021	4.000%	395,000	12/1/2017	100%	702845GG7
12/0/2022	4.100%	410,000	12/1/2017	100%	702845GH5
12/0/2027	5.000%	2,350,000	12/1/2017	100%	702845GN2

NOTICE IS HEREBY GIVEN to the holders of the above-referenced bonds (the "Bonds") that (A) the Bonds have been called for redemption on December 1, 2017 (the "Redemption Date"), at a redemption price of 100% of the principal amount thereof (the "Redemption Price"), plus interest accrued to the Redemption Date and (B) there has been deposited with Manufacturers and Traders Trust Company, N.A., New York, New York, as Escrow Agent (the "Escrow Agent") moneys and investment securities the principal of and interest on which, when due, will provide moneys which will be sufficient to pay the Redemption Price, plus accrued interest on the Redemption Date. The Bonds are deemed to have been paid in accordance with Section 1201 of the Commission's General Bond Resolution, dated as of May 27, 1992.

You are hereby notified that the Bonds should be presented for redemption at the offices of Manufacturers and Traders Trust Company, N.A (the "Paying Agent"), New York, New York, on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the Redemption Price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

PASSAIC VALLEY WATER COMMISSION

By: Manufacturers and Traders Trust Company, N.A,
as Escrow Agent

Dated: ____, 2017

Special Tax Notice: Under certain circumstances, under Federal law, payments to bondholders may be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes to the payor an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such holder of the Bonds is not subject to backup withholding. Owners of the Bonds should consult their own tax advisors as to their qualification for backup withholding and the procedures for exemption.

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT ("Agreement"), dated as of _____ between the PASSAIC VALLEY WATER COMMISSION (the "Commission"), and MANUFACTURER'S AND TRADER'S TRUST COMPANY, a New York Banking Organization, New York, NY, as Trustee (the "Trustee"), is executed and delivered in connection with the issuance of the Commission's \$ _____ aggregate principal amount of Water Supply System Revenue Refunding Bonds, Series 2015 (the "Bonds"). The Bonds are being issued pursuant to a Resolution dated May 27, 1992 and entitled "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of the Passaic Valley Water Commission," as amended and supplemented, including by a Supplemental Resolution adopted by the Commission on _____ 2015 and entitled "Series 2015 Supplemental Resolution No. 1 Supplementing the Passaic Valley Water Commission's General Bond Resolution Duly Adopted May 27, 1992, as Amended and Supplemented and Providing for the Issuance and Sale of Not to Exceed \$12,500,000 Principal Amount of Water Supply System Revenue Refunding Bonds, Series 2015 In One or More Series of the Commission and Determining Various Matters Pertaining Thereto", as supplemented on _____ and an Award Certificate of the Executive Director executed on _____ (together, the "Resolutions"). The Commission and the Trustee covenant and agree as follows for the benefit of the Bondholders (as defined below):

The Commission and the Trustee are entering into this Disclosure Agreement for the benefit of Bondholders. The Commission and the Trustee covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Commission for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act"). The Commission is an Obligated Person under the Rule, as hereinafter defined.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Commission pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other

intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Commission Disclosure Representative" shall mean the Executive Director of the Commission, or its designee, or such other person as the Commission shall designate in writing to the Dissemination Agent from time to time for the purposes of this Disclosure Agreement.

"Continuing Disclosure Information" shall mean: (i) the Annual Report; (ii) any notice required to be filed with the MSRB pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the MSRB pursuant to Section 3(c) hereof.

"Dissemination Agent" shall mean the Trustee, or any successor Dissemination Agent designated in writing by the Commission and which has filed with the Commission a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B (b)(1) of the Exchange Act.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of New Jersey.

Section 3. Provision of Annual Reports.

(a) The Commission shall, or shall cause the Dissemination Agent to, not later than nine (9) months after the end of the Commission's fiscal year, commencing with the Annual Report for the fiscal year ending December 31, 2014, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Commission may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that

date. If the Commission's fiscal year changes, it shall give notice of such change to the MSRB. Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on the MSRB's Internet Web site, or that has been filed with the SEC.

(b) Not later than fifteen (15) Business Days prior to said date, the Commission shall provide the Annual Report to the Dissemination Agent. If the Commission is unable to provide to the Dissemination Agent the Annual Report by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A, in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Dissemination Agent shall file a report with the Commission certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Commission's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the Commission for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Commission's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3, the Annual Report shall contain unaudited financial statements and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. The financial information and operating data set forth in the Official Statement (including Appendices A and B thereto) dated ____, 2015 prepared in connection with the sale of the Bonds, and in the heading entitled "LITIGATION"

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Commission is an "obligated person" (as defined by the Rule), which have been made available to the public on the MSRB's Internet Web site or filed with the SEC. The Commission shall clearly identify each such other document so incorporated by reference. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Commission shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or others material events affecting the tax status of the Bonds;
7. modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar events of the Commission, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Commission in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Commission, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or

governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Commission;

13. the consummation of a merger, consolidation, or acquisition involving the Commission or the sale of all or substantially all of the assets of the Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Commission or the Dissemination Agent obtains knowledge of the occurrence of a Listed Event described in subsection (a) for which a the disclosure obligation is dependent upon materiality, as such events relate to the Commission, the Commission or the Dissemination Agent shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If disclosure of a Listed Event is required, the Commission or the Dissemination Agent shall, in a timely manner not in excess of ten business days after the occurrence of the event, file a notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Nothing herein shall be deemed to prevent the Commission from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Commission disseminates any such additional information, the Commission shall have no obligation to update such information or include it in any future materials disseminated pursuant to this Agreement.

Section 6. Termination of Reporting Obligation. The Commission's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Section 7. Dissemination Agent. The Commission may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Commission pursuant to this Disclosure Agreement. The initial Dissemination Agent shall be the Trustee.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Commission and the Trustee may amend this Disclosure

Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Commission shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Commission. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Commission from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, in addition to that which is required by this Disclosure Agreement. If the Commission chooses to include any information in any Annual Report in addition to that which is specifically required by this Disclosure Agreement, the Commission shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report.

Section 10. Default. In the event of a failure of the Commission to comply with any provision of this Disclosure Agreement any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Commission to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default on the Bonds, and the sole remedy

under this Disclosure Agreement in the event of any failure of the Commission to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Commission agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Commission under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Commission, the Dissemination Agent, the Participating Underwriter and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Section 14. Severability. In case any one or more of the provisions of this Disclosure Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Agreement, but this Disclosure Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 15. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SEAL]

PASSAIC VALLEY
WATER COMMISSION

Attest:

Secretary

By: _____
Joseph A. Bella, Executive Director

[SEAL]

MANUFACTURERS AND TRADERS
TRUST COMPANY, N.A., Trustee

Attest:

By: _____
Brooks Von Arx, Jr., Vice President

[Continuing Disclosure Agreement Signature Page]

Exhibit A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Commission: Passaic Valley Water Commission

Name of Bond Issue: \$_____ Water Supply System Revenue Refunding Bonds,
Series 2015

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that the Commission has not provided an Annual Report with respect to the above-named Bonds as required by the Resolution. The Commission anticipates that the Annual Report will be filed by

_____.

Dated: _____

DISSEMINATION AGENT

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 8, 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-57 "Professional Services for Feasibility Study-Point View Raw Water Transmission Main"

Permission is requested to prepare and advertise a Request for Proposals (under the Fair and Open Process) for Project No. 15-P-57 "Professional Services for Feasibility Study-Point View Raw Water Transmission Main".

This project would be for a feasibility study to identify potential alternate routes for a 36" raw water transmission main from Jackson Avenue in Pequannock to feed Point View reservoir raw water to the Wanaque South Pump Station.

In the event that North Jersey District Water Supply Commission (NJDWSC)'s transmission line is contractually or otherwise unavailable for use by PVWC when needed, a PVWC raw water transmission main would provide an alternate means of piping stored raw water from the Point View Reservoir to PVWC's Little Falls Water Treatment Plant.

COMPTROLLER'S REPORT TO THE BOARD OF
COMMISSIONERS

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Self-Insurance Activity Report
 For the Quarter Ended June 30, 2015

Capital One Bank:		
Opening Balance	4/1/2015	<u>AMOUNT</u>
		237,640.57
Deposits/Transfers		0.00
Interest Earned		<u>0.00</u>
		237,640.57
Disbursements		<u>6,425.12</u>
Ending Balance		<u>231,215.45</u>

<u>SUMMARY 2012</u>	<u>1ST QTR</u>	<u>2ND QTR</u>	<u>3RD QTR</u>	<u>4TH QTR</u>	<u>TOTAL</u>
PERSONAL INJURY	0.00	0.00			0.00
PROPERTY DAMAGE	325.00	6,425.12			6,750.12
LITIGATION EXPENSE	0.00	0.00			0.00
AUTOMOBILE DAMAGE	1,535.79	0.00			1,535.79
PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL:	1,860.79	6,425.12	0.00	0.00	8,285.91

Respectfully submitted,

 Yitzchak Weiss
 Comptroller/CFO

<u>Check #</u>	<u>Vendor #</u>	<u>Payee</u>	<u>Date</u>	<u>Amount</u>	<u>Personal Injury</u>	<u>Property Damage</u>	<u>Litigation</u>	<u>Auto Damage</u>	<u>Prof Services</u>
990658	2622	VIRAL V CHOKSHI	5/8/2015	500.00		500.00			
990657	2637	SLAWOJ RAKOWSKI	5/6/2015	5,925.12		5,925.12			

<u>6,425.12</u>	-	<u>6,425.12</u>	-	-	-
diff					

RESOLUTION #15-81

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: July 15, 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,

COMMISSIONER: _____ offers the following Resolution for adoption:

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

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

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

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: _____ AYES: _____ Time: _____

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

PRESIDENT
CHRYSTAL CLEAVES

SECRETARY
THOMAS 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 July 15, 2015.

LOUIS AMODIO
Administrative Secretary

OPEN SESSION RESUMED

CONSENT ACTION

RESOLUTION(S)

**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 June 16, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-13 "Corrosion Inhibitor"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Shannon Chemical Corporation of Exton Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 70,000 pounds, in the amount of \$300,300.00; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality); and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; and

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

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

1. That Contract No. 15-B-13 "Corrosion Inhibitor" in the total amount of \$300,300.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-13 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
CHRystal CLEAVES**

**Secretary
THOMAS P. DE VITA**

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 July 15, 2015.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 16, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-13**
Corrosion Inhibitor

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 **Shannon Chemical Corporation**, of Exton, Pennsylvania, in the amount of **\$300,300.00**.

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-13 - Shannon Chemical Corporation**


Amount of Project or Contract: \$ 300,300.00

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

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

Other comments: Two (2) Year Contract Commencing: July 2015
Corrosion Inhibitor

Date of Certification: 06/16/2015 Certified: \$ 300,300.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-13
Corrosion Inhibitor

Bids Received: June 16, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Shannon Chemical Corporation 311 Commerce Drive Exrton, Pennsylvania 19341 shanchem@shannonchem.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$4.29/gallon \$300,300.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Carus Corporation 316 5th Street Peru, Illinois 61354 samantha.pumo@caruscorporation.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$5.175/gallon \$362,250.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Aqua Smart, Inc. 4445 Commerce Drive, SW A-4 Atlanta, Georgia 30336 don@aquasmartinc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
George S. Coyne Chemical Co., Inc. 3015 State Road Croydon, Pennsylvania 19021 pgriffith@coynechemical.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$6.391/gallon \$447,370.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION 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 June 30, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-31 "Water Main Cleaning and Lining"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of J. Fletcher Creamer and Son, Inc. of Hackensack, New Jersey (the "Awardee") with respect to said bid in the amount of \$2,328,943.76; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality); and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; and

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

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

1. That Contract No. 15-B-31 "Water Main Cleaning and Lining" in the total amount of \$2,328,943.76 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-31 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
CHRISTAL CLEAVES**

**Secretary
THOMAS P. DE VITA**

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 July 15, 2015.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO


DATE: July 1, 2015

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 15-B-31**
Water Main Cleaning and Lining

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 **J. Fletcher Creamer and Son, Inc.**, of Hackensack, New Jersey, in the amount of **\$2,328,943.76**.

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-31 J. Fletcher Creamer and Son, Inc.**

Amount of Project or Contract: \$ 2,328,943.76

1. Acct: # 001-0901-419-95-14 Capital / Transmission Mains/Pipes

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

Other comments: One (1) Year Contract Commencing: July 2015
Water Main Cleaning and Lining

Date of Certification: 06/30/2015 Certified: \$ 2,328,943.76



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 15-B-31
Water Main Cleaning Lining

Bids Received: June 30, 2015

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Mainlining America, LLC 555 Pound Road Elma, New York 14059 tbentley@mainlining.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, New Jersey 07601 wvalentini@jfcson.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,328,943.76	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Metra Industries, Inc. 50 Muller Place Little Falls, New Jersey 07424 sdioslaki@metraindustries.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,074,100.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert.
Dewcon, Inc. 10 Forbes Court Basking Ridge, New Jersey 07920 rdewey@dewconinc.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,654,100.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety X 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 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 June 16, 2015 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-34 "Filter Bay Exhaust Fan Replacement"; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of C Dougherty & Company, Inc. of Paterson, New Jersey (the "Awardee") with respect to said bid in the amount of \$74,000.00; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality); and

WHEREAS, the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bids and qualifications of bidders therefor; and

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

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

1. That Contract No. 15-B-34 "Filter Bay Exhaust Fan Replacement" in the total amount of \$74,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-34 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
CHRISTAL CLEAVES**

**Secretary
THOMAS P. DE VITA**

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 July 15, 2015.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 16, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-34**
Filter Bay Exhaust Fan Replacement

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 **C. Dougherty & Company, Inc.**, of Paterson, New Jersey, in the amount of **\$74,000.00**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **15-B-34 - C. Dougherty & Company, Inc.**

Amount of Project or Contract: \$ 74,000.00

1. Acct: # 001-0901-419-95-30 Capital / Misc. Upgrades

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

Other comments: Six (6) Month Contract Commencing: July 2015
Filter Bay Exhaust Fan Replacement

Date of Certification: 06/16/2015 Certified: \$ 74,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 15-B-34
Filter Bay Exhaust Fan Replacement

Bids Received: June 16, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Powers Service Company, Inc. 59 Village Park Road Cedar Grove, New Jersey 07009 tom@powersservice.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10 Bid Bond Not to Exceed \$20,000.00	\$60,882.00 - Lump Sum \$75,882.00 - Total	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Air Purifiers, Inc. 1 Pine Street Rockaway, New Jersey 07856 lydia@airpurifiersinc.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$	\$60,000.00 - Lump Sum \$75,000.00 - Total	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
C. Dougherty & Company, Inc. 7 Washington Avenue Paterson, New Jersey 07503 cdoughertyco@yahoo.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$59,000.00 - Lump Sum \$74,000.00 - Total	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION 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, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on June 30, 2015 for Contract 15-B-35 "Furnish and Deliver Dump Truck"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality); and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the one bid received and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

1. That the single bid received by PVWC on June 30, 2015, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 15-B-35 "Furnish and Deliver Dump Truck" in

accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
CHRISTAL CLEAVES**

**Secretary
THOMAS P. DE VITA**

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 July 15, 2015.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 1, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-35**
Furnish and Deliver Dump Truck and Appurtenances

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).

One (1) bid was received,, that of **Beyer Ford, LLC**, of Morristown, New Jersey, in the amount of **\$106,661.76**.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio ✓
J. Duprey

Contract # 15-B-35
Furnish and Deliver Dump Truck Appurtenances

Bids Received: June 30, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Brown's Hunterdon Mack Sales/Svc 963 Route 173 Bloombsbury, New Jersey 08804 icarolan@brownstruckgroup.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Beyer Brothers Corporation 109 Broad Avenue Fairview, New Jersey 07022 e.bontemps@beyerbros.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Beyer Ford, LLC 170 Ridgedale Avenue Morristown, New Jersey 07960 bbeyer@beyerchrysler.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$	\$106,661.76	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T1316 11-x-21415 A80801
TELECOMMUNICATIONS SERVICES FOR
UPGRADE OF PVWC'S UCB IVR SYSTEM AND ADDITION OF
ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT OPTION
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 needs to upgrade its Unified Communications for Business (UCB) Interactive Voice Response (IVR) system from version 6.1 to 8.1 (developments are no longer available for PVWC's current software version 6.1), and PVWC desires to add an Electronic Funds Transfer (EFT) payment option to PVWC's UCB IVR system; and

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

WHEREAS, PVWC has elected to procure the said UCB IVR system upgrade and additional EFT payment option in the total amount of \$39,243.90 from NEC Corporation of America of Irving, Texas (the "Awardee") under State Contract #T1316 11-x-21415 A80801 (herein the "State Contract"), and a copy of a memorandum dated July 2, 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, the Director of Engineering, and the Comptroller have reviewed the above-referenced memorandum and concur with the Director of Purchasing's

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

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

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

1. That the purchase of the above-referenced upgrade and addition of the Electronic Funds Transfer (EFT) payment option under the State Contract is hereby awarded to the Awardee in the total amount of \$39,243.90; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
CHRISTAL CLEAVES

Secretary
THOMAS P. DE VITA

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 July 15, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T1316 11-x-21415 A80801
TELECOMMUNICATIONS SERVICES FOR
UPGRADE OF PVWC'S UCB IVR SYSTEM AND ADDITION OF
ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT OPTION**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED JULY 2, 2015
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 2, 2015

FROM: Purchasing Department

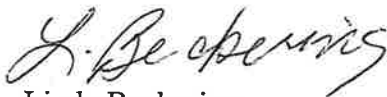
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **State Contract Purchase – Contract # T1316 11-x-21415 A80801
Telecommunications Services**

This purchase will upgrade our UCB IVR system from version 6.1 to version 8.1, as there are no developments being done on our current version. We have also requested NEC to add an Electronic Funds Transfer (EFT) payment option to the UCB IVR (copies of quotes are attached).

The State Contract purchase will be from **NEC Corporation of America** of Irving, Texas, in the amount of \$39,243.90. 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 Purchase – T1316 11-x-21415
A80801
NEC Corporation of America**

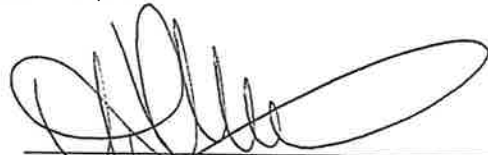
Amount of Project or Contract: \$ 39,243.90

1. Acct: # 001-0901-419-95-07 Capital / Computers and Software

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

Other comments: Single Purchase: Contract Commencing: July 2015
UCB IVR Upgrade and Enhancement

Date of Certification: 07/02/2015 Certified: \$ 39,243.90



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Duprey, Jim

From: Weiss, Yitz
Sent: Thursday, July 02, 2015 12:02 PM
To: Beckering, Linda
Cc: Duprey, Jim
Subject: RE: State Contract Purchase - NEC Corporation - Award Recommendation for July 2015 Board Meeting

That's correct

Yitz Weiss, CPA ☺
Chief Financial Officer
Passaic Valley Water Commission
(973) 340-4328

"Fate leads him who follows it, and drags him who resists." - Plutarch



From: Beckering, Linda
Sent: Thursday, July 02, 2015 11:48 AM
To: Weiss, Yitz
Cc: Duprey, Jim
Subject: FW: State Contract Purchase - NEC Corporation - Award Recommendation for July 2015 Board Meeting

Hi Yitz,

Just want to verify the EFT payment option that we have requested has been coordinated with Card Choice and Advanced Utility Systems.

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

From: Beckering, Linda
Sent: Thursday, July 02, 2015 10:51 AM
To: Amodio, Louis (LAMODIO@PVWC.com); Weiss, Yitz
Subject: State Contract Purchase - NEC Corporation - Award Recommendation for July 2015 Board Meeting

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



State of New Jersey
Department of the Treasury
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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T-Number	Title	Vendor	Contract #
T2761 14-x-22600	NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES	AUTO PARTS CONNECTION	86003
T0114 12-x-21721	LIBRARY SUPPLIES, SCHOOL SUPPLIES & TEACHING AIDS	LEARNING CONNECTION	80990
T1316 11-x-21415	TELECOMMUNICATIONS EQUIPMENT & SERVICES	NEC CORPORATION OF AMERICA	80801

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Beckering, Linda

From: Marchese, Susan <susan.marchese@necam.com>
Sent: Monday, June 29, 2015 12:46 PM
To: Potkalesky, Marisah
Cc: Malfa, Maria; Beckering, Linda; McGuire, Mark; Hardin, James; Gordon, Lainey
Subject: RE: Passaic Valley Water Commission - UCB Upgrade
Attachments: Passaic Valley Water Commission UCB Upgrade Scope.docx; Product Sheet - Quality Management Suite.pdf; Product Sheet- New Enhancements in Communications Center.pdf

Hi Marisah,

Passaic Valley Water Commission is currently on version 6.1 of EICC (UCB) and the current release is version 8.1. There are no hot-fixes and development being done on version 6.1. Record and Evaluate has been replaced in 8.1 with Quality Management Suite. I've attached a summary of the upgrade scope and also some brochures on the new enhancements and on Quality Management Suite.

Please send me some dates and times that will work for the webinar and I will set it up. Let me know if you need anything further. Have a great day!

Regards,

Susan

Susan Marchese | Solutions Architect
NEC Corporation of America | www.necam.com | Susan.Marchese@necam.com
Voice: 212-789-3743 | eFax: 631-532-1683

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From: Potkalesky, Marisah [<mailto:mpotkalesky@pvwc.com>]
Sent: Monday, June 29, 2015 10:16 AM
To: Marchese, Susan
Cc: Malfa, Maria; Beckering, Linda; McGuire, Mark; Hardin, James; Gordon, Lainey
Subject: RE: Passaic Valley Water Commission - UCB Upgrade

Susan,

I was speaking with Linda, and because of the price of this quote, this will have to be present to PVWC's Commissions Board. Linda needs to be able to explain to the Board what will be happening. I'm afraid I wasn't very helpful in getting her detailed information. All I know is we are upgrading to stay current. Can you please elaborate on what this scope of work will include? It would be best if you could provide this information ASAP so Linda can meet the deadline for the next Board meeting and submit her report by the end of this week.

We would also like to set up a webinar to learn about any new features.

Passaic Valley Water Commission

UCB Upgrade

1. Project Summary


This project will upgrade the Passaic Valley Water Commission's UCB system to EICC8.1. Passaic Valley Water Commission currently operates UCB 6.1 with an NEC SV8300 PBX. NEC will upgrade this system to EICC r8.1. This will be an in-place upgrade to the existing server. The existing server has been confirmed to be utilizing the correct specifications as per manufacturer requirements. NEC will also perform an in-place migration from Record & Evaluate to full Quality Management Suite (QMS). This migration will be performed in-place on the existing Record & Evaluate server. Old calls will be archived with select calls retained and converted for QMS. The upgrade will be performed after 7:00 PM.

2. Project Description

NEC will provide the following remote services for Passaic Valley Water Commission:

A. NEC Services

- a. Project Management
 - i. Coordinate, facilitate, and document project meetings and conference calls
 - ii. Create, maintain and provide to all team members a master contact list
 - iii. Develop Project Plan and establish schedule for the project
 - iv. Create and customize a project work package, and distribute to the project team as required
 - v. Develop test plan
 - vi. Coordinate project scope change orders as required for additional labor outside this initial SOW (Scope Of Work)
 - vii. Work with Client to gather needed site specific information (Database, Network, PBX, IT, security issues, etc.)
 - viii. Provide technical documentation related to the NEC products and applications being installed
 - ix. Provide details on product-related technical and non-technical questions
 - x. Complete systems installation acceptance documentation
- b. Pre-Implementation Tasks
 - i. Review Current EICC performance and configuration
 - ii. Obtain a backup the EICC database
 - iii. Run through mock upgrade to mitigate risk and define upgrade timeline
 - iv. Define test plan and schedule upgrade
- c. UCB 6.1 Upgrade to EICC 8.1
 - i. Perform EICC software upgrade on appropriate platform
 - ii. Complete test plan and qualification of system upgrade
- d. Record & Evaluate migration to Quality Management Suite

- i. Importing appropriate licenses
 - ii. Installation of recording software
 - iii. Configuration of recorded devices, users and security groups
 - iv. Validation of call recording and call retrieval
 - v. Setup of evaluation templates
- e. Training
- 
- f. Complete System integration testing
- g. Cutover and first day of service support
- h. Client review and acceptance
 - i. Project Close-out Project review
 - ii. Assessment of project work
 - iii. Identification of remaining issues
 - iv. Research and resolution of issues

B. Project Deliverables

- a. Project Management
- b. Test Plan
- c. As built implementation documentation

C. Client Responsibilities

- a. Review and approve design
- b. Provide appropriate network accounts and privileges necessary for remote access to UCB server.
- c. Provide (1) static IP address for the recording server
- d. Configure SPAN on network equipment for recorded VLANs (IP Recorders)
- e. Provide continuous remote access to the application servers via PVWC's preferred method (ie: VPN, SAL, RAS, etc.). This will be made available to the NEC professional services team for the duration of the project defined in this SOW. A published remote access policy will be presented and tested prior to the commencement of services.
- f. Approve test plan.
- g. Acknowledge that Database changes may be submitted in writing **no fewer than 10 business days** prior ("cutoff date") to cutover in accordance with Change Management Procedures. Any changes requested after the "cutoff" date will be implemented after Client acceptance of the project with the original Client-approved database.
- h. Schedule any required outages with any and all change management entities that may be required for implementation.

Empowered by Innovation

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An NEC Solution for

Passaic Valley Water Commission

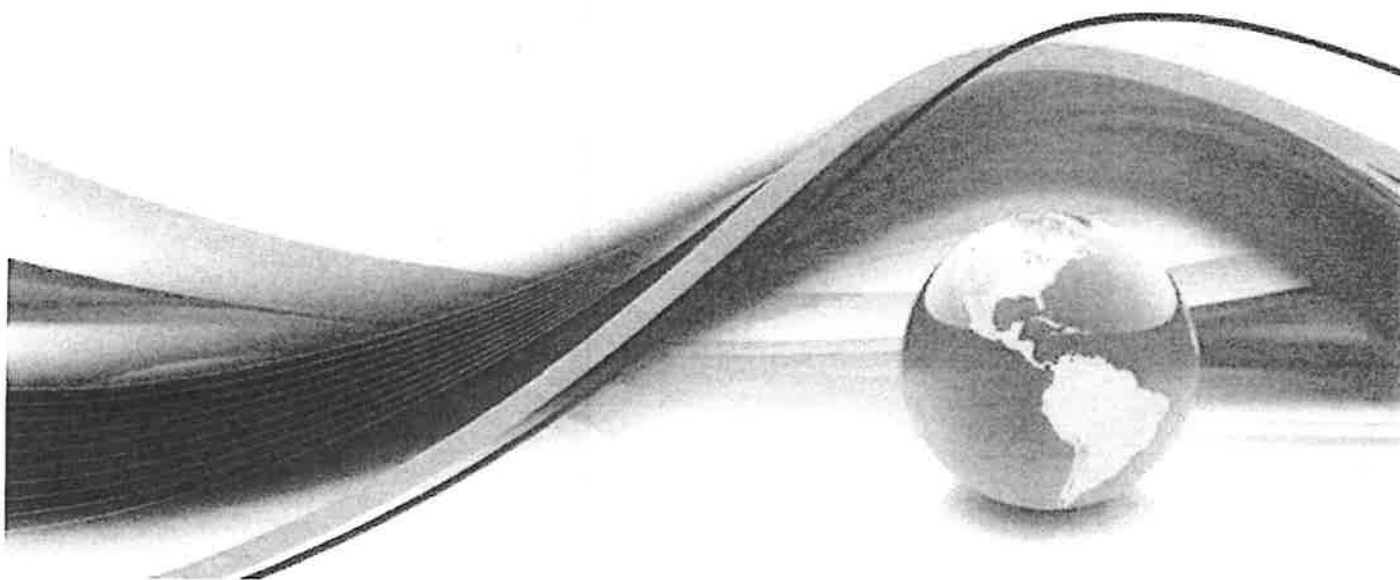
June 25, 2015

Submitted By:

Name: Jim Hardin
Title: Account Manager - Enterprise
Phone: 1 (973) 885-6915
Email: james.hardin@necam.com

Submitted To:

Name: Maria Malfa
Address: 1525 Main Avenue
City State: Clifton, NJ 07011
Phone: (973) 340-4340
Email: mmalfa@pvwc.com





Price Quotation

Quote to		From
Name: Passaic Valley Water Commission	Quote Number: 2015-38701	Rep: Jim Hardin
Address: 1525 Main Avenue	Date: 6/25/2015	Phone: 1 (973) 885-6915
Clifton, NJ 07011	Payment Terms: N3	Cell:
Phone: (973) 340-4340	Expiration Date: 8/17/2015	Fax:
Fax:	PO#:	Email: james.hardin@necam.com
Email: mmalfa@pvwc.com		Address:
Contact: Maria Malfa		Website: http://www.necam.com

Qty	Part Number	Description	List Price	Sell Price	Ext Sell Price
8	LBRPRMTECH13	TECHNICIAN	\$136.00	\$123.64	\$989.12
8	LBRPRMTECH13-OT	TECHNICIAN	\$204.00	\$185.46	\$1,483.68
4	LBRPRMPMSR13	SENIOR PROJECT MANAGER.	\$232.00	\$210.91	\$843.64
1	RDS-QMS	RDSIMPLEMENTATION-QMSFUL LSUITE	\$6,000.12	\$5,142.96	\$5,142.96
20	UG0009	QMSFULLSUITE (MIGRATIONFROMZCCR.	\$149.00	\$149.00	\$2,980.00
1	DMS	QMSDATAMANAGEMENTSERVI CE	\$375.01	\$321.44	\$321.44
1	PS0300	Software Upgrade	\$3,961.75	\$3,600.00	\$3,600.00

Total MSRP:	\$16,964.88
Total Price:	\$15,360.84

Ship To
1000098720:1--1525 Main Avenue. Clifton NJ 07011

All Purchase Orders must be issued to NEC CORPORATION OF AMERICA.

NEC NEC Corporation of America

Passaic Valley Water Commission
FIXED PRICE STATEMENT OF WORK
UCB Upgrade

This Statement of Work ("SOW") is governed by and made part of the (the "Agreement") between NEC Corporation of America, a Nevada Corporation, having its principal place of business at 6533 North State Highway 161, Irving, TX 75039-2402 ("NEC") and Passaic Valley Water Commission having its principal place of business at 1525 Main Avenue. Clifton NJ 07011 ("Client") and is effective as of the date last signed below ("Effective Date").

This SOW defines the Equipment and Services that NEC will deliver to, or perform for Client (the "Project") in exchange for a fixed price.

Agreed and Accepted:

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NEC NEC Corporation of America

1. Project Summary

This project will upgrade the Passaic Valley Water Commission's UCB system to EICC8.1.

Passaic Valley Water Commission currently operates UCB 6.1 with an NEC SV8300 PBX. NEC will upgrade this system to EICC r8.1. This will be an in-place upgrade to the existing server. The existing server has been confirmed to be utilizing the correct specifications as per manufacturer requirements.

NEC will also perform an in-place migration from Record & Evaluate to full Quality Management Suite (QMS). This migration will be performed in-place on the existing Record & Evaluate server. Old calls will be archived with select calls retained and converted for QMS.

The upgrade will be performed after 7:00 PM.

2. Project Description

NEC will provide the following remote services for Passaic Valley Water Commission:

A. NEC Services

- a. Project Management
 - i. Coordinate, facilitate, and document project meetings and conference calls
 - ii. Create, maintain and provide to all team members a master contact list
 - iii. Develop Project Plan and establish schedule for the project
 - iv. Create and customize a project work package, and distribute to the project team as required
 - v. Develop test plan
 - vi. Coordinate project scope change orders as required for additional labor outside this initial SOW (Scope Of Work)
 - vii. Work with Client to gather needed site specific information (Database, Network, PBX, IT, security issues, etc.)
 - viii. Provide technical documentation related to the NEC products and applications being installed
 - ix. Provide details on product-related technical and non-technical questions
 - x. Complete systems installation acceptance documentation
- b. Pre-Implementation Tasks
 - i. Review Current EICC performance and configuration
 - ii. Obtain a backup the EICC database
 - iii. Run through mock upgrade to mitigate risk and define upgrade timeline
 - iv. Define test plan and schedule upgrade
- c. UCB 6.1 Upgrade to EICC 8.1
 - i. Perform EICC software upgrade on appropriate platform
 - ii. Complete test plan and qualification of system upgrade
- d. Record & Evaluate migration to Quality Management Suite
 - i. Importing appropriate licenses
 - ii. Installation of recording software
 - iii. Configuration of recorded devices, users and security groups
 - iv. Validation of call recording and call retrieval

NEC NEC Corporation of America

- v. Setup of evaluation templates
- e. Training
 - i. As a part of this project, application training is performed by the NEC Professional Services team. NEC uses a combination of computer-based instructor training sessions to ensure the customer has a completely trained work force prior to the system cutover.
- f. Complete System integration testing
- g. Cutover and first day of service support
- h. Client review and acceptance
 - i. Project Close-out Project review
 - ii. Assessment of project work
 - iii. Identification of remaining issues
 - iv. Research and resolution of issues
- B. Project Deliverables**
 - a. Project Management
 - b. Test Plan
 - c. As built implementation documentation
- C. Client Responsibilities**
 - a. Review and approve design
 - b. Provide appropriate network accounts and privileges necessary for remote access to UCB server.
 - c. Provide (1) static IP address for the recording server
 - d. Configure SPAN on network equipment for recorded VLANs (IP Recorders)
 - e. Provide continuous remote access to the application servers via PVWC's preferred method (ie: VPN, SAL, RAS, etc.). This will be made available to the NEC professional services team for the duration of the project defined in this SOW. A published remote access policy will be presented and tested prior to the commencement of services.
 - f. Approve test plan.
 - g. Acknowledge that Database changes may be submitted in writing **no fewer than 10 business days** prior ("cutoff date") to cutover in accordance with Change Management Procedures. Any changes requested after the "cutoff" date will be implemented after Client acceptance of the project with the original Client-approved database.
 - h. Schedule any required outages with any and all change management entities that may be required for implementation.

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Equipment list(s)

Site Name	Product Description	Quantity
1000098720:1--1525 Main Avenue. Clifton NJ 07011		
	QMSFULLSUITE (MIGRATIONFROMZCCR.	20
	Software Upgrade	1

Service list(s)

Labor

Site Name	Task Description	Total
1000098720:1--1525 Main Avenue. Clifton NJ 07011		
	1. Project Management	
	2. On-Site Technical Assistance and Support	
		\$3,316.44

Site Locations

1000098720:1--1525 Main Avenue. Clifton NJ 07011

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3. Definitions

Capitalized terms not otherwise defined in this SOW or the Agreement have the following meanings:

- 3.1 **"Deliverables"** means the Equipment and Services plus any other tangible items (e.g., reports, project plans, checklists, etc.) to be provided to Client as specified in this SOW.
- 3.2 **"Equipment"** means both hardware products and Software sold, licensed, or installed as specified in this SOW.
- 3.3 **"Project Completion"** refers to that point in the Project when NEC has completed the Services and provided the Deliverables to Client.
- 3.4 **"Services"** means the installation, maintenance, professional, or other related services as specified in this SOW.
- 3.5 **"Software"** means the machine-readable object code software programs - if any - licensed by NEC or its suppliers as specified in this SOW.

4. Project Schedule

NEC will confer with Client within five (5) business days after the Effective Date of this SOW, to define a Project schedule. The Project schedule will include, but is not limited to, the Project commencement date, any significant Project milestones, and the anticipated Project Completion date.

5. Responsibilities of the Parties

5.1 NEC responsibilities

- 5.1.1** NEC will assign a project manager ("NEC Project Manager") to serve as NEC's primary contact for all aspects of this Project, including: Project scheduling, defining Project requirements, change control, escalation, implementation planning, and Project Completion.
- 5.1.2** NEC will designate a back-up contact when the NEC Project Manager is not available.
- 5.1.3** On or after Project Completion, NEC will notify the Client that the Project is complete

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by presenting the Project Completion Checklist (Schedule A).

- 5.1.4 NEC will promptly correct Punchlist items properly identified by Client in accordance with the requirements of Section 5.2.9 below, and upon completion, NEC will resubmit the Project Completion Checklist to Client.
- 5.1.5 Additional NEC responsibilities may be itemized in the Project Description (Section 2) above.

5.2 Client Responsibilities

- 5.2.1 Client will assign an individual to serve as Client's primary contact ("Primary Contact") for all aspects of the Project, including: Project scheduling, defining Project requirements, ensuring availability of necessary Client staff and delivery of all necessary information, arranging all necessary site access, change control, escalation, implementation planning, and Project Completion.
- 5.2.2 Client will designate a back-up contact for occasions when the Primary Contact is not available ("Secondary Contact"). The Secondary Contact must have the authority to act on Client's behalf for all aspects of the Project in the absence of the Primary Contact.
- 5.2.3 For Services performed on Client premises, Client will provide NEC staff with building access and an adequate work environment, including LAN and Internet connectivity, desks, phones, printer, whiteboard, and other standard office resources as reasonably required for NEC to perform the Services.
- 5.2.4 For Services performed remotely from Client premises, Client will provide NEC staff with a remote access solution that has sufficient performance and reliability as to allow NEC to complete the Services in a timeframe that is consistent with the mutually agreed upon Project schedule.
- 5.2.5 Client will review all Deliverables provided in accordance with the mutually agreed upon Project schedule, and will communicate any perceived material deficiencies in a

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timeframe that will allow NEC to validate such deficiencies, and if validated, correct and resubmit the Deliverables so that subsequent activities that will not be materially delayed.

- 5.2.6 Client will ensure that any Client staff needed to allow NEC to complete the Project will be made available on an as-needed basis.
- 5.2.7 Client will ensure that Client staff are sufficiently qualified and familiar with the goals of the Project, and the products, techniques, and technologies used in the Project to allow them to carry out their respective duties and assignments.
- 5.2.8 Client will provide all documentation to NEC, that is needed for NEC to complete the Project including, but not limited to copies of Client's standards, policies, and specifications applicable to the Project. This documentation will be provided in a timeframe that is consistent with the Project schedule.
- 5.2.9 Within ten (10) days after receipt of the Project Completion Checklist, Client will either:
 - (a) promptly sign the Project Completion Checklist (Schedule A) and return it to NEC or
 - (b) provide NEC with a written notification ("Punchlist") detailing how the Project fails to materially conform with the then-current requirements of this SOW. Items that are not expressly included in the then-current scope of the Project shall not qualify as Punchlist items. If Client fails to provide a Punchlist or sign and return the Project Completion Checklist to NEC within ten (10) days of receipt, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 below.
- 5.2.10 Upon NEC's correction of all bona fide Punchlist items, Client will promptly sign the Project Completion Checklist (Schedule A) and return it to NEC. If Client fails to sign and return the Project Completion Checklist to NEC within five (5) days of NEC's completion of Punchlist items, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 below.
- 5.2.11 Additional Client responsibilities may be itemized in the Project Description (Section 2) above.

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6. Pricing and Payment

The total price for the Project is \$15,360.84 (the "Project Price"). Sales taxes, if applicable, are not included in the Project Price but will be invoiced separately unless Client has provided NEC with a valid sales tax exemption certificate prior to the date of invoice.

NEC will invoice Client for the Project Price (plus applicable sales taxes) in accordance with the billing schedule below. Unless otherwise expressly agreed to by NEC in writing, payments are due within thirty (30) days from the date of invoice.

Equipment: \$6,580.00

Equipment Price invoiced upon delivery of Equipment (in whole or in part) to the site specified by Client.

Services: \$8,780.84

50% of Services Price (\$4,390.42) invoiced upon the execution of this SOW.

50% of Services Price (\$4,390.42) invoiced upon Project Completion.

CLIENT PURCHASE ORDER REQUIREMENTS - *Please select one of the following below, as appropriate:*

- Client will require NEC to reference a valid purchase order ("PO") as a pre-condition for payment under this SOW, and is providing a copy of the PO concurrent with Client's execution of this SOW.
PURCHASE ORDER #

- Client will require NEC to reference a PO as a pre-condition for payment under this SOW, but is not providing the PO with this SOW. Client will issue the PO to NEC for the Project Price within ten (10) days after Client's execution of this SOW. NEC is NOT obligated to commence performance on the Project until NEC has received a valid PO,

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issued in accordance with the Client's procurement policies.

- Client will NOT require NEC to reference a PO as a pre-condition for payment under this SOW. The lack of a PO reference will not constitute cause for invoice dispute or withholding of payment.

OPTION FOR THIRD PARTY FUNDING - In lieu of remitting payments directly to NEC, Client may elect to finance the Project Price through a third party financing company ("Lessor") of Client's choosing. In such event, Client agrees to enter into a binding financing agreement with the Lessor for that portion of the Project Price that will not be paid directly by Client, and shall take all actions required to cause the Lessor to remit payments to NEC in full accordance with the billing schedule and the payment terms of this SOW. Client acknowledges that NEC may be required to contact the Lessor directly to obtain information for billing and credit purposes, and agrees to reasonably cooperate with, and assist NEC in the process of obtaining such information. Client shall remain directly liable to NEC for any payments not made by the Lessor in full accordance with the terms of this SOW. *Client shall indicate its intention to exercise this option by providing the name of the Lessor and initialing in the space below.*

Client Initials

NEC is not obligated to commence performance of the Project until Client has remitted, or (if applicable) caused Lessor to remit, the initial payment for Services as described above. The Project Price does not include Change Orders. Unless otherwise expressly agreed to by the parties in writing, all Change Orders will be invoiced upon Project Completion.

7. Assumptions and Limitations

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- 7.1 If Equipment is being installed, Client will supply, at its sole cost and expense, an environment that meets all the applicable requirements for the Equipment.
- 7.2 Client will fulfill all Client responsibilities outlined above. NEC's ability to provide Deliverables may be affected if Client does not fulfill its responsibilities in Section 5.2 above and (if applicable) the Project Description.
- 7.3 Except as otherwise specified in the Project Description, all Services to be performed Monday through Friday 8:00 AM to 5:00 PM local time (for the applicable site), excluding any NEC observed holidays ("Normal Business Hours"). If Client requires Services to be performed outside of Normal Business Hours, such Services will be subject to additional charges based on NEC's prevailing rates for overtime, weekends or holidays, as applicable.
- 7.4 Unless otherwise agreed to by NEC in writing, the Client's network architecture design will not change between the date of Client's execution of this SOW and Project Completion.
- 7.5 Unless otherwise agreed to by NEC in writing, NEC does not guarantee the assignment of any specific personnel for this Project. NEC requires a minimum Project schedule extension of 30 days for any personnel change requests made by Client.
- 7.6 NEC will be relieved of a milestone commitment if Client's tasks or milestone dates for that milestone are not met.
- 7.7 If the scope of the Project expands beyond the Deliverables defined in this SOW, Client may be required to pay NEC additional fees and expenses incurred by NEC.

The following are not covered under this SOW:

- 7.8 Support or replacement of any Equipment due to (a) Client's unauthorized maintenance or repair of the Equipment, (b) Client's unauthorized add, move, or changes to the Equipment, (c) unusual physical, electrical or electromagnetic stress (d) Client negligence or abuse of the Equipment, including connection to inappropriate power supplies, (e) fire, flood, wind, lightning, or other similar acts of God, (f) failure of Client to maintain

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proper environmental conditions for the Equipment (g) improper wiring, installation, repair, or alteration of the software or hardware by anyone other than NEC or its agents, (h) software changes or attempted changes in the Equipment by persons not authorized by NEC (i) database reprogramming required because of Client error of any kind (j) failure of rotation media not furnished by NEC (k) operation of the Equipment with other third party products not in accordance with the Equipment manufacturer's specifications (l) failures or other problems caused by products for which NEC is not otherwise contractually responsible or (n) Equipment failures due to causes other than ordinary use.

- 7.9 Any hardware upgrades, not specifically included in this SOW, but required to run new or updated Software.

8. CHANGE MANAGEMENT PROCEDURES

It may be necessary to amend this SOW for reasons including, but not limited to, the following:

- 8.1 Client's proposed changes to the scope of the Project or proposed changes to the specifications for the Services or other Deliverables.
- 8.2 Client's proposed changes to the Project plan or Project schedule,
- 8.3 Unavailability of resources which are beyond either party's control; or,
- 8.4 Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures will apply:

- 8.5 The party requesting the change will deliver a "Change Request" (Schedule B) to the other party. The Change Request will describe the nature of the proposed change; the reason for the change, and the effect the change will have on the Project, which may

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include changes to the Deliverables and the Project schedule.

- 8.6 A Change Request may be initiated by either party for any changes to the SOW. The NEC Project Manager and the Primary Contact will review the Change Request and negotiate, in good faith, any changes to the Deliverables and additional charges, if any, required to implement the Change Request.
- 8.7 If both parties agree to implement the Change Request, an authorized representative of each party will sign the Change Request, and (if applicable) Client will issue a revised PO to NEC. Upon execution of the Change Request by both parties, it will be made a part of this SOW and become a binding change order ("Change Order").
- 8.8 NEC is under no obligation to proceed with any Change Request until such time as the Change Request has been agreed upon by both parties, and Client has issued a revised PO (if required for Client's invoice approval process).
- 8.9 If there is a conflict between the terms and conditions in any Change Order and the terms and conditions of this SOW, or the terms and conditions of any other Change Order, the terms and conditions of the most recent Change Order will prevail.

9. POST-PROJECT LABOR SUPPORT

If elected by Client, and included in the Project Description (Section 2), NEC agrees to provide on-site or remote labor coverage for the term specified in the Project Description (not to exceed 60 months) commencing on the date of Project Completion (Post Project Coverage Term). Unless due to causes excluded from coverage in subsection 7.8 and 7.9 above, NEC agrees to provide support without additional charge for labor if any portion of the Equipment fails to work during the Post Project Coverage Term. NEC may provide the Services under this Section from a remote location.

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If the Post Project Coverage Term is longer than 12 months from the Project Completion Date, NEC reserves the right to conduct an annual review of the installed Equipment and may require additional fees as a condition for providing labor coverage for any equipment installed subsequent to Project Completion.

10. COMPLETE CONTRACT

This SOW, along with the Agreement, is the complete agreement between the parties concerning the Project and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. The provisions of this SOW govern only the subject matter hereof and shall not apply to any other subject matter covered by the Agreement.

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SCHEDULE A

Project Completion Checklist

When NEC has achieved Project Completion, NEC will submit this checklist to Client. Within 10 days of receipt, Client will either (a) sign and return this checklist to NEC as confirmation that the Project is complete, or (b) provide NEC with written notice ("Punchlist") specifically detailing how the Project fails to materially conform to the specifications of this SOW. If Client fails to provide a Punchlist or sign and return this checklist to NEC within 10 days of receipt, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

NEC will promptly correct any Punchlist items properly identified by Client in accordance with the requirements of the SOW and upon completion, resubmit this checklist to Client.

Upon NEC's correction of all bona fide Punchlist items, Client will promptly sign this checklist and return it to NEC. If Client fails to sign and return this checklist to NEC within five (5) days of NEC's correction of Punchlist items, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

1000098720:1--1525 Main Avenue. Clifton NJ 07011

IMPLEMENTATION TASKS/DELIVERABLES	COMPLETED?	DATE
1. Project Management	<input type="checkbox"/>	_____
2. UCB Upgrade and On-Site Technical Assistance and Support	<input type="checkbox"/>	_____ _____

This is to confirm that as of __/__/20__ NEC has completed Services and provided the Deliverables under the UCB Upgrade SOW effective __/__/20__.

Agreed and Accepted:

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

NEC NEC Corporation of America

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCHEDULE B Change Request

In accordance with Section 8 of the SOW (Change Management Procedures), NEC Corporation of America, Inc. ("NEC") and Passaic Valley Water Commission ("Client"), certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the existing Statement of Work (SOW) for UCB Upgrade.

1. Change Request Number: _____
2. Reason for Change Request:
3. Changes to SOW:
4. Schedule Impact:
5. Cost Impact:

SOW/Change Request	<i>Equipment</i>	<i>Services</i>	<i>Total</i>
a. Previous Project Price	\$_.__	\$_.__	\$_.__
b. Change Order Price	\$_.__	\$_.__	\$_.__
c. New Value of SOW:	\$_.__	\$_.__	\$_.__

Unless otherwise expressly agreed to by the parties in writing, all Change Orders will be invoiced or credited upon Project Completion. Sales taxes, if applicable, are not included in the Change Order Price but will be invoiced separately unless Client has provided NEC with a valid sales tax exemption certificate prior to the date of invoice.

6. **Purchase Order Issuance (check here, if applicable):** Client will issue a written PO to NEC, or will issue an amendment to the original PO issued under this SOW, for the total Change Order Price.

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Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

Upon execution by authorized representatives of the parties, this Change Request becomes a binding change order ("Change Order").

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

-Beckering, Linda

From: Marchese, Susan <susan.marchese@necam.com>
Sent: Friday, June 26, 2015 8:49 AM
To: Malfa, Maria
Cc: Beckering, Linda; McGuire, Mark; Gordon, Lainey; Hardin, James
Subject: Passaic Valley Water Commission
Attachments: PVWC UCB Prompts and EFT Payment Quote and SOW 2015_38698.pdf

Good Morning Maria,

Attached is a quote and SOW that was requested to add the following to the existing UCB System at Passaic Valley Water Commission.

1. Adding Electronic Funds Transfer payment method to the IVR
2. Assist with re-recording all (English) IVR prompts in a new voice

Please review and feel free to reach out to me if you have any questions or concerns.
Have a great weekend.

Regards,

Susan

Susan Marchese | Solutions Architect
NEC Corporation of America | www.necam.com | Susan.Marchese@necam.com
Voice: 212-789-3743 | eFax: 631-532-1683

The information in this email is confidential. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted in reliance on it is prohibited and may be unlawful. If you received this message in error, please notify us immediately by replying to this message and deleting it from your computer.

Empowered by Innovation

NEC

An NEC Solution for

Passaic Valley Water Commission

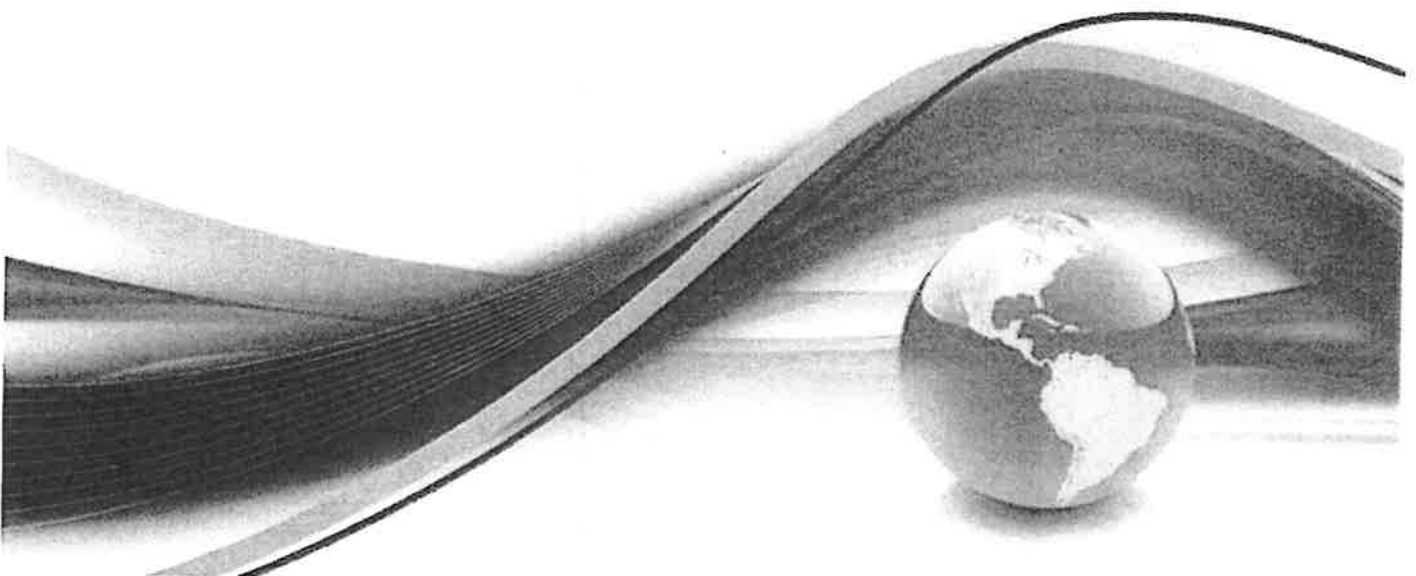
June 23, 2015

Submitted By:

Name: Jim Hardin
Title: Account Manager - Enterprise
Phone: 1 (973) 885-6915
Email: james.hardin@necam.com

Submitted To:

Name: Maria Malfa
Address: 1525 Main Avenue
City State: Clifton, NJ 07011
Phone: (973) 340-4340
Email: mmalfa@pwwc.com





Price Quotation

<i>Quote to</i>		<i>From</i>
Name: Passaic Valley Water Commission Address: 1525 Main Avenue Clifton, NJ 07011 Phone: (973) 340-4340 Fax: Email: mmalfa@pvwc.com Contact: Maria Malfa	Quote Number: 2015-38698 Date: 6/23/2015 Payment Terms: N3 Expiration Date: 8/17/2015 PO#:	Rep: Jim Hardin Phone: 1 (973) 885-6915 Cell: Fax: Email: james.hardin@necam.com Address: Website: http://www.necam.com

Qty	Part Number	Description	List Price	Sell Price	Ext Sell Price
4	LBRPRMPMSR13	SENIOR PROJECT MANAGER.	\$232.00	\$210.91	\$843.64
1	SUBLABOR-01	Enghouse - Custom Development & Professional Services for Process Automation	\$21,600.00	\$23,039.42	\$23,039.42

Total MSRP: \$22,528.00
 Total Price: \$23,883.06

<i>Ship To</i>
1000098720:1--1525 Main Avenue. Clifton NJ 07011

All Purchase Orders must be issued to NEC CORPORATION OF AMERICA.

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Passaic Valley Water Commission
FIXED PRICE STATEMENT OF WORK
IVR Prompts and EFT Payment

This Statement of Work ("SOW") is governed by and made part of the (the "Agreement") between NEC Corporation of America, a Nevada Corporation, having its principal place of business at 6533 North State Highway 161, Irving, TX 75039-2402 ("NEC") and Passaic Valley Water Commission having its principal place of business at 1525 Main Avenue, Clifton NJ 07011 ("Client") and is effective as of the date last signed below ("Effective Date").

This SOW defines the Equipment and Services that NEC will deliver to, or perform for Client (the "Project") in exchange for a fixed price.

Agreed and Accepted:

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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1. Project Summary

Passaic Valley Water Commission has requested adding an Electronic Funds Transfer (EFT) payment option to the UCB IVR.

2. Project Description

NEC will provide the following remote services for Passaic Valley Water Commission:

A. NEC Services

a. Project Management

- i. Coordinate, facilitate, and document project meetings and conference calls
- ii. Create, maintain and provide to all team members a master contact list
- iii. Develop Project Plan and establish schedule for the project
- iv. Create and customize a project work package, and distribute to the project team as required
- v. Develop test plan
- vi. Coordinate project scope change orders as required for additional labor outside this initial SOW (Scope Of Work)
- vii. Work with Client to gather needed site specific information (Database, Network, PBX, IT, security issues, etc.)
- viii. Provide technical documentation related to the NEC products and applications being installed
- ix. Provide details on product-related technical and non-technical questions
- x. Complete systems installation acceptance documentation

b. Implementation

1. Adding Electronic Funds Transfer payment method to the IVR
2. Assist with re-recording all (English) IVR prompts in a new voice
- ii. Complete System integration testing
- iii. Cutover support

c. Client review and acceptance

- i. Project Close-out Project review
- ii. Assessment of project work
- iii. Identification of remaining issues
- iv. Research and resolution of issues

B. Project Deliverables

- a. Project Management
- b. Test Plan
- c. As built implementation documentation

C. Client Responsibilities

- a. Review and approve design

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- b. Provide appropriate network accounts and privileges necessary for remote access to UCB server.
- c. Approve test plan.
- d. Acknowledge that Database changes may be submitted in writing **no fewer than 10 business days** prior ("cutoff date") to cutover in accordance with Change Management Procedures. Any changes requested after the "cutoff" date will be implemented after Client acceptance of the project with the original Client-approved database.
- e. Schedule any required outages with any and all change management entities that may be required for implementation.

Site Name	Task Description	Total
1000098720:1--1525 Main Avenue. Clifton NJ 07011	<ul style="list-style-type: none">1. Project Management2. Remote Implementation Services	\$23,883.06

Site Locations

1000098720:1--1525 Main Avenue. Clifton NJ 07011

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3. Definitions

Capitalized terms not otherwise defined in this SOW or the Agreement have the following meanings:

- 3.1 **"Deliverables"** means the Equipment and Services plus any other tangible items (e.g., reports, project plans, checklists, etc.) to be provided to Client as specified in this SOW.
- 3.2 **"Equipment"** means both hardware products and Software sold, licensed, or installed as specified in this SOW.
- 3.3 **"Project Completion"** refers to that point in the Project when NEC has completed the Services and provided the Deliverables to Client.
- 3.4 **"Services"** means the installation, maintenance, professional, or other related services as specified in this SOW.
- 3.5 **"Software"** means the machine-readable object code software programs - if any - licensed by NEC or its suppliers as specified in this SOW.

4. Project Schedule

NEC will confer with Client within five (5) business days after the Effective Date of this SOW, to define a Project schedule. The Project schedule will include, but is not limited to, the Project commencement date, any significant Project milestones, and the anticipated Project Completion date.

5. Responsibilities of the Parties

5.1 NEC responsibilities

- 5.1.1 NEC will assign a project manager ("NEC Project Manager") to serve as NEC's primary contact for all aspects of this Project, including: Project scheduling, defining Project requirements, change control, escalation, implementation planning, and Project Completion.
- 5.1.2 NEC will designate a back-up contact when the NEC Project Manager is not available.
- 5.1.3 On or after Project Completion, NEC will notify the Client that the Project is complete

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by presenting the Project Completion Checklist (Schedule A).

- 5.1.4 NEC will promptly correct Punchlist items properly identified by Client in accordance with the requirements of Section 5.2.9 below, and upon completion, NEC will resubmit the Project Completion Checklist to Client.
- 5.1.5 Additional NEC responsibilities may be itemized in the Project Description (Section 2) above.

5.2 Client Responsibilities

- 5.2.1 Client will assign an individual to serve as Client's primary contact ("Primary Contact") for all aspects of the Project, including: Project scheduling, defining Project requirements, ensuring availability of necessary Client staff and delivery of all necessary information, arranging all necessary site access, change control, escalation, implementation planning, and Project Completion.
- 5.2.2 Client will designate a back-up contact for occasions when the Primary Contact is not available ("Secondary Contact"). The Secondary Contact must have the authority to act on Client's behalf for all aspects of the Project in the absence of the Primary Contact.
- 5.2.3 For Services performed on Client premises, Client will provide NEC staff with building access and an adequate work environment, including LAN and Internet connectivity, desks, phones, printer, whiteboard, and other standard office resources as reasonably required for NEC to perform the Services.
- 5.2.4 For Services performed remotely from Client premises, Client will provide NEC staff with a remote access solution that has sufficient performance and reliability as to allow NEC to complete the Services in a timeframe that is consistent with the mutually agreed upon Project schedule.
- 5.2.5 Client will review all Deliverables provided in accordance with the mutually agreed upon Project schedule, and will communicate any perceived material deficiencies in a

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timeframe that will allow NEC to validate such deficiencies, and if validated, correct and resubmit the Deliverables so that subsequent activities that will not be materially delayed.

- 5.2.6* Client will ensure that any Client staff needed to allow NEC to complete the Project will be made available on an as-needed basis.
- 5.2.7* Client will ensure that Client staff are sufficiently qualified and familiar with the goals of the Project, and the products, techniques, and technologies used in the Project to allow them to carry out their respective duties and assignments.
- 5.2.8* Client will provide all documentation to NEC, that is needed for NEC to complete the Project including, but not limited to copies of Client's standards, policies, and specifications applicable to the Project. This documentation will be provided in a timeframe that is consistent with the Project schedule.
- 5.2.9* Within ten (10) days after receipt of the Project Completion Checklist, Client will either: (a) promptly sign the Project Completion Checklist (Schedule A) and return it to NEC or (b) provide NEC with a written notification ("Punchlist") detailing how the Project fails to materially conform with the then-current requirements of this SOW. Items that are not expressly included in the then-current scope of the Project shall not qualify as Punchlist items. If Client fails to provide a Punchlist or sign and return the Project Completion Checklist to NEC within ten (10) days of receipt, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 below.
- 5.2.10* Upon NEC's correction of all bona fide Punchlist items, Client will promptly sign the Project Completion Checklist (Schedule A) and return it to NEC. If Client fails to sign and return the Project Completion Checklist to NEC within five (5) days of NEC's completion of Punchlist items, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 below.
- 5.2.11* Additional Client responsibilities may be itemized in the Project Description (Section 2) above.

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6. Pricing and Payment

The total price for the Project is \$23,883.06 (the "Project Price"). Sales taxes, if applicable, are not included in the Project Price but will be invoiced separately unless Client has provided NEC with a valid sales tax exemption certificate prior to the date of invoice.

NEC will invoice Client for the Project Price (plus applicable sales taxes) in accordance with the billing schedule below. Unless otherwise expressly agreed to by NEC in writing, payments are due within thirty (30) days from the date of invoice.

Equipment: \$0.00

Equipment Price invoiced upon delivery of Equipment (in whole or in part) to the site specified by Client.

Services: \$23,883.06

50% of Services Price (\$11,941.53) invoiced upon the execution of this SOW.

50% of Services Price (\$11,941.53) invoiced upon Project Completion.

CLIENT PURCHASE ORDER REQUIREMENTS - *Please select one of the following below, as appropriate:*

- Client will require NEC to reference a valid purchase order ("PO") as a pre-condition for payment under this SOW, and is providing a copy of the PO concurrent with Client's execution of this SOW.

PURCHASE ORDER #

- Client will require NEC to reference a PO as a pre-condition for payment under this SOW, but is not providing the PO with this SOW. Client will issue the PO to NEC for the Project Price within ten (10) days after Client's execution of this SOW. NEC is NOT obligated to commence performance on the Project until NEC has received a valid PO,

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issued in accordance with the Client's procurement policies.

- Client will NOT require NEC to reference a PO as a pre-condition for payment under this SOW. The lack of a PO reference will not constitute cause for invoice dispute or withholding of payment.

OPTION FOR THIRD PARTY FUNDING - In lieu of remitting payments directly to NEC, Client may elect to finance the Project Price through a third party financing company ("Lessor") of Client's choosing. In such event, Client agrees to enter into a binding financing agreement with the Lessor for that portion of the Project Price that will not be paid directly by Client, and shall take all actions required to cause the Lessor to remit payments to NEC in full accordance with the billing schedule and the payment terms of this SOW. Client acknowledges that NEC may be required to contact the Lessor directly to obtain information for billing and credit purposes, and agrees to reasonably cooperate with, and assist NEC in the process of obtaining such information. Client shall remain directly liable to NEC for any payments not made by the Lessor in full accordance with the terms of this SOW. *Client shall indicate its intention to exercise this option by providing the name of the Lessor and initialing in the space below.*

Client Initials

NEC is not obligated to commence performance of the Project until Client has remitted, or (if applicable) caused Lessor to remit, the initial payment for Services as described above. The Project Price does not include Change Orders. Unless otherwise expressly agreed to by the parties in writing, all Change Orders will be invoiced upon Project Completion.

7. Assumptions and Limitations

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- 7.1 If Equipment is being installed, Client will supply, at its sole cost and expense, an environment that meets all the applicable requirements for the Equipment.
- 7.2 Client will fulfill all Client responsibilities outlined above. NEC's ability to provide Deliverables may be affected if Client does not fulfill its responsibilities in Section 5.2 above and (if applicable) the Project Description.
- 7.3 Except as otherwise specified in the Project Description, all Services to be performed Monday through Friday 8:00 AM to 5:00 PM local time (for the applicable site), excluding any NEC observed holidays ("Normal Business Hours"). If Client requires Services to be performed outside of Normal Business Hours, such Services will be subject to additional charges based on NEC's prevailing rates for overtime, weekends or holidays, as applicable.
- 7.4 Unless otherwise agreed to by NEC in writing, the Client's network architecture design will not change between the date of Client's execution of this SOW and Project Completion.
- 7.5 Unless otherwise agreed to by NEC in writing, NEC does not guarantee the assignment of any specific personnel for this Project. NEC requires a minimum Project schedule extension of 30 days for any personnel change requests made by Client.
- 7.6 NEC will be relieved of a milestone commitment if Client's tasks or milestone dates for that milestone are not met.
- 7.7 If the scope of the Project expands beyond the Deliverables defined in this SOW, Client may be required to pay NEC additional fees and expenses incurred by NEC.

The following are not covered under this SOW:

- 7.8 Support or replacement of any Equipment due to (a) Client's unauthorized maintenance or repair of the Equipment, (b) Client's unauthorized add, move, or changes to the Equipment, (c) unusual physical, electrical or electromagnetic stress (d) Client negligence or abuse of the Equipment, including connection to inappropriate power supplies, (e) fire, flood, wind, lightning, or other similar acts of God, (f) failure of Client to maintain

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proper environmental conditions for the Equipment (g) improper wiring, installation, repair, or alteration of the software or hardware by anyone other than NEC or its agents, (h) software changes or attempted changes in the Equipment by persons not authorized by NEC (i) database reprogramming required because of Client error of any kind (j) failure of rotation media not furnished by NEC (k) operation of the Equipment with other third party products not in accordance with the Equipment manufacturer's specifications (l) failures or other problems caused by products for which NEC is not otherwise contractually responsible or (n) Equipment failures due to causes other than ordinary use.

- 7.9 Any hardware upgrades, not specifically included in this SOW, but required to run new or updated Software.

8. CHANGE MANAGEMENT PROCEDURES

It may be necessary to amend this SOW for reasons including, but not limited to, the following:

- 8.1 Client's proposed changes to the scope of the Project or proposed changes to the specifications for the Services or other Deliverables.
- 8.2 Client's proposed changes to the Project plan or Project schedule,
- 8.3 Unavailability of resources which are beyond either party's control; or,
- 8.4 Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures will apply:

- 8.5 The party requesting the change will deliver a "Change Request" (Schedule B) to the other party. The Change Request will describe the nature of the proposed change; the reason for the change, and the effect the change will have on the Project, which may

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include changes to the Deliverables and the Project schedule.

- 8.6 A Change Request may be initiated by either party for any changes to the SOW. The NEC Project Manager and the Primary Contact will review the Change Request and negotiate, in good faith, any changes to the Deliverables and additional charges, if any, required to implement the Change Request.
- 8.7 If both parties agree to implement the Change Request, an authorized representative of each party will sign the Change Request, and (if applicable) Client will issue a revised PO to NEC. Upon execution of the Change Request by both parties, it will be made a part of this SOW and become a binding change order ("Change Order").
- 8.8 NEC is under no obligation to proceed with any Change Request until such time as the Change Request has been agreed upon by both parties, and Client has issued a revised PO (if required for Client's invoice approval process).
- 8.9 If there is a conflict between the terms and conditions in any Change Order and the terms and conditions of this SOW, or the terms and conditions of any other Change Order, the terms and conditions of the most recent Change Order will prevail.

9. POST-PROJECT LABOR SUPPORT

If elected by Client, and included in the Project Description (Section 2), NEC agrees to provide on-site or remote labor coverage for the term specified in the Project Description (not to exceed 60 months) commencing on the date of Project Completion (Post Project Coverage Term). Unless due to causes excluded from coverage in subsection 7.8 and 7.9 above, NEC agrees to provide support without additional charge for labor if any portion of the Equipment fails to work during the Post Project Coverage Term. NEC may provide the Services under this Section from a remote location.

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If the Post Project Coverage Term is longer than 12 months from the Project Completion Date, NEC reserves the right to conduct an annual review of the installed Equipment and may require additional fees as a condition for providing labor coverage for any equipment installed subsequent to Project Completion.

10. COMPLETE CONTRACT

This SOW, along with the Agreement, is the complete agreement between the parties concerning the Project and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. The provisions of this SOW govern only the subject matter hereof and shall not apply to any other subject matter covered by the Agreement.

NEC NEC Corporation of America

SCHEDULE A Project Completion Checklist

When NEC has achieved Project Completion, NEC will submit this checklist to Client. Within 10 days of receipt, Client will either (a) sign and return this checklist to NEC as confirmation that the Project is complete, or (b) provide NEC with written notice ("Punchlist") specifically detailing how the Project fails to materially conform to the specifications of this SOW. If Client fails to provide a Punchlist or sign and return this checklist to NEC within 10 days of receipt, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

NEC will promptly correct any Punchlist items properly identified by Client in accordance with the requirements of the SOW and upon completion, resubmit this checklist to Client.

Upon NEC's correction of all bona fide Punchlist items, Client will promptly sign this checklist and return it to NEC. If Client fails to sign and return this checklist to NEC within five (5) days of NEC's correction of Punchlist items, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

1000098720:1--1525 Main Avenue. Clifton NJ 07011

IMPLEMENTATION TASKS/DELIVERABLES	COMPLETED?	DATE
1. Project Management	<input type="checkbox"/>	
2. Remote Implementation Services	<input type="checkbox"/>	_____

This is to confirm that as of __/__/20__ NEC has completed Services and provided the Deliverables under the IVR Prompts and EFT Payment SOW effective __/__/20__.

Agreed and Accepted:

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NEC NEC Corporation of America

SCHEDULE B Change Request

In accordance with Section 8 of the SOW (Change Management Procedures), NEC Corporation of America, Inc. ("NEC") and Passaic Valley Water Commission ("Client"), certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the existing Statement of Work (SOW) for IVR Prompts and EFT Payment.

1. Change Request Number: _____
2. Reason for Change Request:
3. Changes to SOW:
4. Schedule Impact:
5. Cost Impact:

SOW/Change Request	<i>Equipment</i>	<i>Services</i>	<i>Total</i>
a. Previous Project Price	\$_.__	\$_.__	\$_.__
b. Change Order Price	\$_.__	\$_.__	\$_.__
c. New Value of SOW:	\$_.__	\$_.__	\$_.__

Unless otherwise expressly agreed to by the parties in writing, all Change Orders will be invoiced or credited upon Project Completion. Sales taxes, if applicable, are not included in the Change Order Price but will be invoiced separately unless Client has provided NEC with a valid sales tax exemption certificate prior to the date of invoice.

6. **Purchase Order Issuance (check here, if applicable):** Client will issue a written PO to NEC, or will issue an amendment to the original PO issued under this SOW, for the total Change Order Price.

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Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

Upon execution by authorized representatives of the parties, this Change Request becomes a binding change order ("Change Order").

PASSAIC VALLEY WATER COMMISSION

NEC CORPORATION OF AMERICA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:**

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, amendments to the Local public Contracts Law N.J.S.A. 40A:11-1 et seq. P.L. 1999, c.440 (the "Act") became effective April 17, 2000 and certain discretionary provisions contained therein were previously adopted by the Commission ("PVWC") by Resolution #00-48 dated July 26, 2000 (copies of which are on file in the office of the Administrative Secretary of PVWC); and

WHEREAS, N.J.S.A. 40A:11-3a of the Act gave local contracting units the ability to increase their bid threshold if a qualified purchasing agent was appointed and granted the authorization to negotiate and award such contracts below the bid threshold established by the Act, and PVWC subsequently appointed a qualified purchasing agent; and

WHEREAS, the said appointment is annually re-affirmed by the Commission through formal resolutions, the most recent of which (for year 2015) was adopted by the Commission at its December 17, 2014 meeting; and

WHEREAS, the said bid threshold is periodically reviewed and adjusted by the New Jersey Department of Community Affairs, Division of Local Government Services ("NJDCA") in accordance with the Act; and

WHEREAS, in accordance with the applicable provisions of the Act, PVWC subsequently increased the new bid threshold to \$36,000 (along with corresponding increases to quotation thresholds), and a copy of the PVWC Resolution approving same is on file and made

available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3 (c), the new bid threshold for contracting units (such as PVWC) having a qualified purchasing agent has been increased by the Division of Local Government Services to \$40,000; and

WHEREAS, the increased threshold for bids and quotations enables PVWC to solicit for, and obtain goods and services more efficiently and effectively; and

WHEREAS, PVWC desires to take advantage of the increased bid threshold and implement other provisions authorized thereby as set forth in greater detail herein; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3(c) of the Act, and N.J.A.C. 5:34-5 *et seq.*, PVWC finds that it promotes more cost-efficiency to increase the bid threshold to \$40,000 in accordance with the policy of the State of New Jersey as promulgated by the Division of Local Government Services; and

WHEREAS, as also permitted by the Act, previous PVWC requirements for solicitation of competitive quotations (as set forth the above-referenced PVWC Resolution) shall be modified and supplemented by provisions (a) through (c) as set forth hereinafter and all of which are in conformance with the Act, including (a), (b) and (c) that are more stringent than the minimums required by the Act:

- (a) competitive quotations shall not be required for PVWC staff to award quotations less than \$2,000 (5 percent of the \$40,000 bid threshold adopted hereinabove pursuant to N.J.S.A. 40A:11-6.1-a.), and
- (b) two (2) competitive quotations, where practicable, shall be sufficient for PVWC staff to award quotations that are under \$25,000, but equal to or more than \$2,000 (5 percent of said \$40,000 bid threshold), and

- (c) three (3) competitive quotations, where practicable, shall be sufficient for PVWC staff to award quotations that are under the \$40,000 bid threshold adopted hereinabove, but equal to or more than \$25,000; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities at this time to increase the bid threshold to \$40,000 and to modify the said thresholds and other requirements, including those for competitive quotations; all as set forth hereinabove;

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

1. The bid threshold shall be hereby increased to \$40,000; and
2. Competitive quotations shall not be required for PVWC's authorized and certified Purchasing Agent (hereinafter the "Purchasing Agent") to award quotations less than \$2,000 (5 percent of the \$40,000 bid threshold adopted hereinabove); and
3. Two (2) competitive quotations, where practicable, shall be sufficient for the Purchasing Agent to award quotations that are under \$25,000 but equal to or more than \$2,000 (5 percent of said \$40,000 bid threshold); and
4. Three (3) competitive quotations, where practicable, shall be sufficient for the Purchasing Agent to award quotations that are under the \$40,000 bid threshold adopted hereinabove, but equal to or more than \$25,000; and
5. Where the receipt of the number of bids is not determined to be "practicable", the Purchasing Agent shall be required to get prior approval of the Finance Committee of the Board of Commissioners prior to authorizing the award; and
6. No officer or employee of the Commission may award a purchase or contract on behalf of the Commission pursuant to this resolution except for the Purchasing Agent, and the Purchasing

Agent is only authorized to do so after having received a written certification from the Chief Financial Officer of the Commission verifying the availability of sufficient funds to award the purchase in accordance with the Local Public Contracts Law; and

7. The appropriate officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
8. In accordance with N.J.A.C. 5:34-5.2(b), the Administrative Secretary of PVWC is hereby authorized and directed to forward a certified copy of this Resolution, along with any other required documentation, to the Director of the Division of Local Government Services; and
9. This matter shall be noticed as required by New Jersey law in accordance with an appropriate form of notice; and
10. A copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
CHRISTAL CLEAVES

Secretary
THOMAS P. DE VITA

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 July 15, 2015.

LOUIS AMODIO
Administrative Secretary

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

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 eight (8) new computers, two (2) desktop computers for PVWC's Laboratory Department, two (2) desktop computers for the Guard House, with the remaining desktop computers as spares to be distributed on an as-required basis, and the procurement of two (2) additional computer monitors; and

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

WHEREAS, PVWC has elected to procure the said computer equipment in the total amount of \$7,596.46 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-08-r-39975 70256 (herein the "State Contract"), and a copy of a memorandum dated June 24, 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 certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

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

1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$7,596.46; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
CHRYSTAL CLEAVES

Secretary
THOMAS P. DE VITA

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 July 15, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED JUNE 24, 2015
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: June 24, 2015

FROM: Purchasing Department


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

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

We need to replace a few desk tops that are running on Windows XP and Windows 2000 and are requesting the purchase some spares for a total of eight (8), plus the purchase of two (2) additional monitors (quotes attached).

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$7,596.46**. The Finance Department has “Certified the Availability of Funds” (attached).

Respectfully submitted,


Linda Beckering
Purchasing Agent

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

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **State Contract Purchase M0483-08-r-39975 70256**

Amount of Project or Contract: \$ 7,596.46

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

Specific Appropriation to which expenditures will be charged: Budget 2015

Other comments: Single Purchase: July 2015
Computer Equipment

Date of Certification: 06/29/2015 Certified: \$ 7,596.46



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
M0483 08-r-39975	WSCA COMPUTER CONTRACT	DELL MARKETING LP	70256
M0003 11-r-21493	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	77003
M7000 15-r-23681	DATA COMMUNICATIONS EQUIPMENT	DELL MARKETING LP	88796

[TOP](#)



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Beckering, Linda

From: Marotta, Mike
Sent: Friday, June 19, 2015 12:34 PM
To: Beckering, Linda
Cc: Gallagher, Jim
Subject: computers

I just talked to Granville from IT. Les Hoentz and the main Guardhouse computer need to be replaced. Les's is running Windows 2000 and the Main on is running XP which is not compatible with the next access control software.

Thank you

Michael Marotta
General Supervisor
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512
O: 973-237-2028
F: 973-237-2060
mmarotta@pvwc.com

**QUOTATION**

Quote #: 710121581
 Customer #: 133751762
 Contract #: WN88ABZ
 Customer Agreement #: 70256 WSCA/NASPO
 Quote Date: 06/23/2015
 Date: 6/23/2015
 Customer Name: PASSAIC VALLEY WATER COMMISSIO

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

Sales Professional Information

SALES REP: CAM MULLARKEY **PHONE:** 1800 - 6249896
Email Address: Cam_Mullarkey@Dell.com **Phone Ext:** 7254105

GROUP: 1 QUANTITY: 8 SYSTEM PRICE: \$904.71 GROUP TOTAL: \$7,237.68

Description	Quantity
OptiPlex 3020 Minitower CTO (210-ABIW)	8
8GB (2x4G) 1600MHz DDR3 Memory (370-AADC)	8
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	8
Display Not Included (480-ABFW)	8
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	8
No Wireless LAN Card (555-BBNI)	8
3.5 inch 500GB 7200rpm Hard Disk Drive (400-AANO)	8
No Media Card Reader (385-BBCR)	8
Microsoft Office Trial, Single Language, Tablet (630-AABO)	8
Dell Digital Delivery Cirrus Client (340-AAUC)	8
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex (421-5334)	8
Thank you for buying Dell (421-9982)	8
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	8
SW,MY-DELL,CRRS (422-0052)	8
Visit www.dell.com/encryption (632-BBBZ)	8
Thank you for buying Dell (632-BBCB)	8
Adobe Reader 11 (640-BBDF)	8
Dell Data Protection Protected Workspace (640-BBEV)	8
Enable Low Power Mode (658-BBMQ)	8
Waves Maxx Audio (658-BBNH)	8
No Anti-Virus Software (650-AAAJ)	8
Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ)	8
US Order (332-1286)	8
OptiPlex 3020 Minitower Chassis w/ up to 90 Percent Efficient PSU (EPA V2) (329-BCKL)	8
Dell Logitech USB Optical Mouse (570-AADU)	8
No ESTAR (387-BBCG)	8
No Additional Network Card Selected (Integrated NIC included) (555-BBJO)	8
16X Half Height DVD+/-RW Drive (429-AAED)	8

Internal Dell Business Audio Speaker (520-AABP)	8
Thank You for Choosing Dell (555-BBNG)	8
System Power Cord (Philipine/TH/US) (450-AAOJ)	8
Recovery media not included (620-AAWD)	8
No Dell Backup and Recovery software (637-AAAM)	8
Desktop BTO Standard shipment (800-BBIO)	8
Not Selected in this Configuration (817-BBBC)	8
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	8
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 (997-8367)	8
Dell Limited Hardware Warranty Plus Service (997-8924)	8
ProSupport Plus: Accidental Damage Service, 3 Years (997-8993)	8
ProSupport Plus: Keep Your Hard Drive, 3 Years (997-9003)	8
ProSupport Plus: Next Business Day Onsite 3 Years (997-9013)	8
ProSupport Plus: 7x24 Technical Support, 3 Years (997-9033)	8
Management Engine (340-AGMO)	8
Dell 22 Monitor - P2214H (480-ABMD)	8
No Diagnostic/Recovery CD media (340-ABJI)	8
No Quick Reference Guide (340-ABKW)	8
Intel Core I5-4590 (Quad Core, 3.30GHz Turbo, 6MB, w/ HD Graphics 4600) (338-BEUB)	8
No DDPE Encryption Software (954-3465)	8
Chassis Intrusion Switch (461-AAAZ)	8
Minitower Chassis Mainstream Heatsink (95watts) (412-AAAV)	8
Shipping Material for System,Minitower,Dell OptiPlex (340-ABVE)	8
No Accessories (461-AABV)	8
PowerDVD Software not included (632-BBBJ)	8
No Additional Hard Drive (401-AADF)	8
Regulatory Label, OptiPlex 3020 (389-BDMC)	8
Intel Core I5 Label (389-BBWP)	8

*Total Purchase Price:	\$7,237.68
Product Subtotal:	\$7,237.68
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

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

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

Terms of Sale

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

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

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

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

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

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

Additional Terms for Public Customers

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

Pricing, Taxes, and Additional Information

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

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

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

About Dell

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

Privacy Policy

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

**QUOTATION**

Quote #: 710118202
 Customer #: 133751762
 Contract #: WN88ABZ
 Customer Agreement #: 70256 WSCA/NASPO
 Quote Date: 06/23/2015
 Customer Name: PASSAIC VALLEY WATER COMMISSIO

Date: 6/23/2015

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

Sales Professional Information

SALES REP: CAM MULLARKEY
 Email Address: Cam_Mullarkey@Dell.com
 PHONE: 1800 - 6249896
 Phone Ext: 7254105

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$179.39 GROUP TOTAL: \$358.78

Description	Quantity
Dell 22 Monitor - P2214H (320-9791)	2
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	2

*Total Purchase Price: **\$358.78**
 Product Subtotal: \$358.78
 Tax: \$0.00
 Shipping & Handling: \$0.00
 State Environmental Fee: \$0.00
 Shipping Method: LTL 5 DAY OR LESS
 (* Amount denoted in \$)

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

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

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

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

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

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

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Additional Terms for Public Customers

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

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NEW BUSINESS

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Summary of Disbursements
 For the Meeting of July 15, 2015

<u>Account Name</u>		<u>Bank #</u>	<u>Total</u>
Operating Fund	checks paid through 7/6/2015 to be paid 7/15/2015 (cks 140785-140908)*	00	1,951,041.24
Payroll Tax Acct	checks paid through 7/6/2015 to be paid 7/15/2015	02	1,436,220.53
Cashier Acct	checks paid through 7/6/2015 to be paid 7/15/2015	03	123,135.96
Self Insurance Acct	checks paid through 7/6/2015 to be paid 7/15/2015	04	35,055.90
Zero Balance Acct	checks paid through 7/6/2015 to be paid 7/15/2015	55	1,068.83
Cigna Acct	checks paid through 7/6/2015 to be paid 7/15/2015	09	2,311,984.23
Cigna Acct	checks paid through 7/6/2015 to be paid 7/15/2015	13	-
Net Payroll	6/18/2015 7/2/2015		330,354.94
			324,413.53
Total Disbursements:			<u>6,513,275.16</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 July 15, 2015


 Comptroller/CFO

 Treasurer

 Adm. Secretary

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Detail of Disbursements
 For the Meeting of July 15, 2015

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
206222	VERIZON	6/8/2015	105.81	00
206223	VERIZON WIRELESS	6/8/2015	16,707.93	00
206224	APPLIED ANALYTICS INC	6/12/2015	4,410.00	00
206225	C.P. ENVIRONMENTAL, INC.	6/12/2015	2,700.00	00
206226	GAETA RECYCLING COMPANY	6/12/2015	72.10	00
206227	IMMEDICENTER	6/12/2015	258.00	00
206228	JCI JONES CHEMICALS, INC.	6/12/2015	3,259.55	00
206229	ROBERT LORFINK	6/12/2015	95.00	00
206230	MILLENNIUM COMMUNICATIONS GROU	6/12/2015	6,720.00	00
206231	THOMAS SCIENTIFIC	6/12/2015	2,586.97	00
206232	JOSEPH WRIGHT	6/12/2015	39.95	00
206233	RUTGERS UNIVERSITY	6/12/2015	380.00	00
206234	RUTGERS UNIVERSITY	6/12/2015	495.00	00
206235	RUTGERS UNIVERSITY	6/12/2015	495.00	00
206236	RUTGERS UNIVERSITY	6/12/2015	495.00	00
206237	RUTGERS UNIVERSITY	6/12/2015	380.00	00
206238	AGL WELDING SUPPLY CO INC	6/16/2015	601.01	00
206239	BARCO PRODUCTS	6/16/2015	598.01	00
206240	NATIONAL BUSINESS INSTITUTE	6/16/2015	199.00	00
206241	UNIVAR USA INC	6/16/2015	10,950.97	00
206242	JOSEPH ALDIGHIERI	6/16/2015	64.76	00
206243	JOSEPH A. BELLA	6/16/2015	1,068.57	00
206244	ANDREW BISESI	6/16/2015	1,056.12	00
206245	CABLEVISION	6/17/2015	72.21	00
206246	AIRGAS USA, LLC	6/18/2015	15,607.44	00
206247	REIVAX CONTRACTING CORPORATION	6/22/2015	-	00
206248	REIVAX CONTRACTING CORPORATION	6/22/2015	-	00
206249	REIVAX CONTRACTING CORPORATION	6/22/2015	-	00

206250 REIVAX CONTRACTING CORPORATION	6/22/2015	149,626.50	00
206251 TOM COATES	6/22/2015	100.00	00
206252 ESTHER GLUCK	6/23/2015	830.91	00
206253 LINCOLN FINANCIAL GROUP	6/23/2015	409.76	00
206254 TECHNOL FUEL CONDITIONERS, INC	6/23/2015	4,465.85	00
206255 LINDA BECKERING	6/30/2015	35.00	00
206256 DANIEL R. HOUSER, INC.	6/30/2015	19,300.00	00
206257 DELTA DENTAL PLAN OF NJ, INC	6/30/2015	12,931.17	00
206258 FRENCH & PARRELO ASSOCIATES,	6/30/2015	3,246.00	00
206259 JAMES GALLAGHER	6/30/2015	126.50	00
206260 WILLIAM LUPPO	6/30/2015	606.23	00
206261 PROCESS APPLICATIONS, INC.	6/30/2015	11,741.10	00
206262 SUBURBAN AUTO INC	6/30/2015	2,759.70	00
206263 AIRGAS USA, LLC	6/30/2015	8,065.77	00
206264 BOROUGH OF PROSPECT PARK	6/30/2015	1,250.00	00
206265 CITY OF PATERSON	6/30/2015	25,400.00	00
206266 CONSTELLATION NEW ENERGY, INC.	6/30/2015	55,901.78	00
206267 COUNTY OF BERGEN	6/30/2015	1,050.00	00
206268 JCI JONES CHEMICALS, INC.	6/30/2015	31,514.25	00
206269 JCP&L	6/30/2015	304.84	00
206270 KEMIRA WATER SOLUTIONS, INC.	6/30/2015	-	00
206271 KEMIRA WATER SOLUTIONS, INC.	6/30/2015	83,810.24	00
206272 NJ DEPT OF LABOR	6/30/2015	596.21	00
206273 PASSAIC CTY OFF-DUTY SHERIFFS	6/30/2015	1,402.50	00
206274 POSTMASTER NIAGARA FALLS	6/30/2015	30,000.00	00
206275 PSE&G	6/30/2015	3,843.41	00
206276 RACHILES MICHELES MOTOR OIL CO	6/30/2015	4,894.17	00
206277 UNIFORCE BUSINESS SOLUTIONS	6/30/2015	2,999.51	00
206278 UNITED PARCEL SERVICE	6/30/2015	1,751.96	00
206279 UNIVAR USA INC	6/30/2015	-	00
206280 UNIVAR USA INC	6/30/2015	-	00
206281 UNIVAR USA INC	6/30/2015	143,470.21	00
206282 VERIZON	6/30/2015	12,560.35	00
206283 VERIZON BUSINESS	6/30/2015	3,616.43	00
206284 RUTGERS UNIVERSITY	6/30/2015	122.50	00
206285 ADVANCED TECHNOLOGY SERVICES,	7/1/2015	731.16	00

206286	KUIKEN BROTHERS COMPANY, INC.	7/1/2015	876.39	00
206287	RICHFIELD FARMS	7/1/2015	288.00	00
206288	RUTGERS UNIVERSITY	7/1/2015	142.50	00
206289	STAPLES BUSINESS ADVANTAGE	7/1/2015	-	00
206290	STAPLES BUSINESS ADVANTAGE	7/1/2015	-	00
206291	STAPLES BUSINESS ADVANTAGE	7/1/2015	-	00
206292	STAPLES BUSINESS ADVANTAGE	7/1/2015	-	00
206293	STAPLES BUSINESS ADVANTAGE	7/1/2015	-	00
206294	STAPLES BUSINESS ADVANTAGE	7/1/2015	1,952.72	00
206295	W W GRAINGER INC	7/1/2015	-	00
206296	W W GRAINGER INC	7/1/2015	1,823.77	00
206297	YRC FREIGHT	7/1/2015	696.59	00
206298	FLAGSHIP DENTAL PLANS	7/2/2015	283.02	00
206299	OCE NORTH AMERICA, INC.	7/2/2015	3,387.84	00
206300	SPECTERA INC	7/2/2015	3,154.44	00
206301	W W GRAINGER INC	7/2/2015	-	00
206302	W W GRAINGER INC	7/2/2015	1,957.74	00
206303	AETNA	7/2/2015	28,445.96	00
206304	MANATEE ENVIRONMENTAL ASSOC	7/2/2015	340.00	00
206305	BROWN AND BROWN METRO	7/6/2015	7,500.00	00
206306	CITY OF PASSAIC	7/6/2015	3,030.00	00
206307	CONSTELLATION NEW ENERGY, INC.	7/6/2015	578,767.18	00
206308	DIRECT ENERGY MARKETING, INC.	7/6/2015	-	00
206309	DIRECT ENERGY MARKETING, INC.	7/6/2015	4,426.87	00
206310	JCI JONES CHEMICALS, INC.	7/6/2015	21,206.17	00
206311	JCP&L	7/6/2015	225.73	00
206312	KEMIRA WATER SOLUTIONS, INC.	7/6/2015	51,186.80	00
206313	LA PIAZZA RESTAURANT	7/6/2015	215.81	00
206314	NJSCPA	7/6/2015	320.00	00
206315	PASSAIC COUNTY ROAD DEPARTMENT	7/6/2015	1,075.00	00
206316	PSE&G	7/6/2015	-	00
206317	PSE&G	7/6/2015	-	00
206318	PSE&G	7/6/2015	-	00
206319	PSE&G	7/6/2015	157,111.49	00
206320	RACHLES MICHELES MOTOR OIL CO	7/6/2015	3,962.55	00
206321	SPARWICK CONTRACTING, INC.	7/6/2015	310,828.80	00

206322 UNIVAR USA INC	7/6/2015	-	00
206323 UNIVAR USA INC	7/6/2015	78,953.46	00
		-	00

1,951,041.24

56382 PERS OF NEW JERSEY-CI	6/29/2015	114,007.83	02
204048 COLONIAL SUPPLEMENTAL INSURANC	6/18/2015	56.34	02
204049 CWA LOCAL 1032	6/18/2015	7,296.37	02
204050 CWA LOCAL 1032	6/18/2015	1,418.14	02
204051 RELIASTAR BANKERS SEC.LIFE INS	6/18/2015	154.58	02
204052 PRUDENTIAL RETIREMENT	6/25/2015	202.70	02
		-	02

123,135.96

109815 GREGORY WEBB	6/12/2015	1,383.00	03
109816 RAYMOND ADAMS	6/30/2015	314.70	03
109817 HAZEL AKERS	6/30/2015	314.70	03
109818 CHARLOTTE ALVINO	6/30/2015	314.70	03
109819 DULIO ALVINO	6/30/2015	314.70	03
109820 JOSEPH AMBROGIO	6/30/2015	314.70	03
109821 FAYE ANNIS	6/30/2015	314.70	03
109822 RAYMOND ANNIS	6/30/2015	314.70	03
109823 SAMUEL BALDINO	6/30/2015	314.70	03
109824 BERGER, MRS. EDITH	6/30/2015	314.70	03
109825 MARY BODNARCZUK	6/30/2015	314.70	03
109826 RALPH BODNARCZUK	6/30/2015	314.70	03
109827 KENNETH BOGERT	6/30/2015	314.70	03
109828 CINDY CAIRNS	6/30/2015	314.70	03
109829 GEORGE S CAIRNS	6/30/2015	314.70	03
109830 JOSEPH P. CHIAPPETTA	6/30/2015	314.70	03
109831 DOMENICO CICERO	6/30/2015	314.70	03
109832 NICHOLAS CIRILLO	6/30/2015	314.70	03
109833 BERNARD M. COOKE JR.	6/30/2015	314.70	03
109834 STELLA COOKE	6/30/2015	314.70	03
109835 SUSAN COOKE	6/30/2015	314.70	03

109836	ALFRED CRAWFORD	6/30/2015	314.70	03
109837	JAMES P. CUPO	6/30/2015	314.70	03
109838	OLIVE DAGES	6/30/2015	314.70	03
109839	SADIE DAIDONE	6/30/2015	314.70	03
109840	FRANK DE HOOGE	6/30/2015	314.70	03
109841	MARIE DE YONKER	6/30/2015	314.70	03
109842	SUSAN E DEGRAZIO	6/30/2015	314.70	03
109843	STEVE DEMETER	6/30/2015	314.70	03
109844	GARY J. DENOVCNIK	6/30/2015	314.70	03
109845	MICHAEL DOLECKI	6/30/2015	314.70	03
109846	KATHLEEN EGAN	6/30/2015	314.70	03
109847	JANE A. FARISSIER	6/30/2015	314.70	03
109848	JOHN FILIPPONE	6/30/2015	314.70	03
109849	ROSEMARIE FILIPPONE	6/30/2015	314.70	03
109850	JAMES J. FITZGERALD	6/30/2015	314.70	03
109851	JOHN S. FRY	6/30/2015	314.70	03
109852	KATHRYN A. FRY	6/30/2015	314.70	03
109853	DOLORES FUENTES	6/30/2015	314.70	03
109854	PEDRO N. FUENTES	6/30/2015	314.70	03
109855	FRANCES M. GALLETTA	6/30/2015	314.70	03
109856	JOHN V. GALLETTA	6/30/2015	314.70	03
109857	MARK GALLO	6/30/2015	314.70	03
109858	HAROLD GOLDMAN	6/30/2015	314.70	03
109859	LOUIS J. GRECO	6/30/2015	314.70	03
109860	ROBIN GRECO	6/30/2015	314.70	03
109861	DENNIS GRIECO	6/30/2015	314.70	03
109862	JOANN GRIECO	6/30/2015	314.70	03
109863	THEODORE HARSAGHY	6/30/2015	314.70	03
109864	DIANNE HAYDEN	6/30/2015	314.70	03
109865	KENNETH HAYDEN	6/30/2015	314.70	03
109866	HELEN M. HEALEY	6/30/2015	314.70	03
109867	MARJORIE INHOFFER	6/30/2015	314.70	03
109868	BARBARA JOHNSON	6/30/2015	314.70	03
109869	RICHARD JOHNSON SR.	6/30/2015	314.70	03
109870	MARIA JOHNSTONE	6/30/2015	314.70	03
109871	EDWARD KATS	6/30/2015	314.70	03

109872	GLORIA J. KIRWIN	6/30/2015	314.70	03
109873	JOHN LACQUANITI	6/30/2015	314.70	03
109874	MARIE LACQUANITI	6/30/2015	314.70	03
109875	MICHAEL LAPAGLIA	6/30/2015	314.70	03
109876	YURATE LAPAGLIA	6/30/2015	314.70	03
109877	RACHEL LAROTONDA	6/30/2015	314.70	03
109878	DAVID L LAZAR	6/30/2015	314.70	03
109879	CARMELA LIGUORI	6/30/2015	314.70	03
109880	CLAIRE LIPTAK	6/30/2015	314.70	03
109881	SANTINA LOMBARDI	6/30/2015	314.70	03
109882	LUCIA LONGO	6/30/2015	314.70	03
109883	THERESA MANCINELLI	6/30/2015	314.70	03
109884	WILLIAM A. MAROTTA	6/30/2015	314.70	03
109885	LEONARD J. MELLISSANT	6/30/2015	314.70	03
109886	SOPHIE J MELLISSANT	6/30/2015	314.70	03
109887	MARY MERCADANTE	6/30/2015	314.70	03
109888	FRANK MESSINEO	6/30/2015	314.70	03
109889	JULIE MESSINEO	6/30/2015	314.70	03
109890	FRANCO MIGLIORE	6/30/2015	314.70	03
109891	ANDY MISITO	6/30/2015	314.70	03
109892	PASQUALE MORELLI	6/30/2015	314.70	03
109893	RONALD E NEAL	6/30/2015	314.70	03
109894	MARLENE NEAL	6/30/2015	314.70	03
109895	DORIS M. NETZER	6/30/2015	314.70	03
109896	WILLIAM M. O'BRIEN	6/30/2015	314.70	03
109897	JANICE O'BRIEN	6/30/2015	314.70	03
109898	CATHERINE PAESE	6/30/2015	314.70	03
109899	JOSEPH PAESE	6/30/2015	314.70	03
109900	CHARLES PAPALIA	6/30/2015	314.70	03
109901	GLORY READ	6/30/2015	314.70	03
109902	PATRICIA ROSE	6/30/2015	314.70	03
109903	WILLIAM J. ROSENBERG	6/30/2015	314.70	03
109904	JOHN A. RUBISKI	6/30/2015	314.70	03
109905	MARGARET RUBISKI	6/30/2015	314.70	03
109906	LUCILLE SAWCHYN	6/30/2015	314.70	03
109907	IRENE SCHAFER	6/30/2015	314.70	03

109908 KATHLEEN SIMON	6/30/2015	314.70	03
109909 ANNA SIROTA	6/30/2015	314.70	03
109910 ANA M SIRVENT	6/30/2015	314.70	03
109911 WALTER SKRABITS	6/30/2015	314.70	03
109912 JACQUELINE TAURIELLO	6/30/2015	314.70	03
109913 MARY ANN TIerno	6/30/2015	314.70	03
109914 PAULA TOMPKINS	6/30/2015	314.70	03
109915 LUISA VAN DECKER	6/30/2015	314.70	03
109916 THOMAS YUPPA	6/30/2015	314.70	03
109917 ARTHUR ZANOTTI	6/30/2015	314.70	03
109918 GIUSEPPE ZINGONE	6/30/2015	314.70	03
109919 PAT A. ZWERIN	6/30/2015	314.70	03
109920 STANLEY ZWERIN	6/30/2015	314.70	03
109921 FRED FUSCO	6/30/2015	314.70	03
109922 BONITA SAVAGE	6/30/2015	314.70	03

35,055.90

- 04
- 04

- 09
- 09

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56374 NJDWSC	6/15/2015	804,807.83	55
56375 MASS MUTUAL FINANCIAL GROUP	6/18/2015	738.84	55
56376 VALIC C/O CHASE BANK	6/18/2015	8,441.77	55
56377 LODI WATER DEPT	6/16/2015	163,000.00	55
56378 BOROUGH OF ELMWOOD PARK	6/16/2015	116,000.00	55

56379 CITY OF GARFIELD	6/16/2015	280,000.00	55
56380 CITY OF PASSAIC - SEWER DIVISI	6/16/2015	467,000.00	55
56381 AETNA	6/26/2015	462,893.18	55
56383 MASS MUTUAL FINANCIAL GROUP	7/2/2015	735.84	55
56384 VALIC C/O CHASE BANK	7/2/2015	8,366.77	55
		-	55
		<u>2,311,984.23</u>	

PROGRAM: GM348U PASSAIC VALLEY WATER COMMISSION DISBURSEMENT PERIOD 07/2015

BANK 00 North Fork A/P CURRENT FUND

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
140785	831	00	A M CHESTERION CO	07/15/2015	360.00	.00
140786	7	00	ABBED PEST CONTROL	07/15/2015	65.00	.00
140787	4	00	AGI WELDING SUPPLY CO INC	07/15/2015	697.56	.00
140788	4056	00	AIRGAS USA, LLC	07/15/2015	15,602.26	.00
140789	4574	00	AGM NINO CORP	07/15/2015	1,792.10	.00
140790	4243	00	ALL JERSEY GARAGE DOOR, INC	07/15/2015	500.00	.00
140791	25	00	ALL SERVICE INC	07/15/2015	166.50	.00
140792	3612	00	ALLWOOD FLORIST	07/15/2015	85.00	.00
140793	2860	00	AMERICAN HOSE & HYDRAULIC CO.	07/15/2015	417.44	.00
140794	2215	00	AMERICAN HOSE & HYDRAULIC CO.	07/15/2015	VOID	.00
140795	2216	00	AMERICAN WEAR INC	07/15/2015	2,869.34	.00
140796	3720	00	ANALYTICAL SERVICES, INC.	07/15/2015	1,120.00	.00
140797	4390	00	ANSERVE, INC.	07/15/2015	293.15	.00
140798	3283	00	BARCO PRODUCTS	07/15/2015	213.28	.00
140800	61	00	BAKTER RUBBER COMPANY	07/15/2015	921.00	.00
140801	70	00	BEYER BROTHERS	07/15/2015	1,188.11	.00
140802	4444	00	BEYER FORD, LLC	07/15/2015	38,630.50	.00
140803	2584	00	BRICK TOWNSHIP MUNICIPAL AUTH	07/15/2015	7,577.00	.00
140804	4497	00	BUGLIONE, HUTTON & DE YOE, LLC	07/15/2015	1,680.00	.00
140805	2551	00	BYRAM LABORATORIES	07/15/2015	1,353.28	.00
140806	3570	00	CAMP AUTO & TRUCK TOWING & RECOVERY	07/15/2015	550.00	.00
140807	4461	00	CAR CARE SOLUTIONS	07/15/2015	179.40	.00
140808	4251	00	CARRIDGE WORLD	07/15/2015	121.96	.00
140809	95	00	CENTRAL ENGINEERING & SUPPLY	07/15/2015	VOID	.00
140810	4142	00	CENTRAL ENGINEERING & SUPPLY	07/15/2015	4,227.04	.00
140811	4619	00	COMAX, INC.	07/15/2015	625.00	.00
140812	129	00	COMPESI DISTRIBUTORS LLC	07/15/2015	3,399.94	.00
140813	4542	00	CUTTERS EDGE	07/15/2015	511.00	.00
140814	4448	00	DE CORTIS, FITZPATRICK & COLE, LLP	07/15/2015	4,359.13	.00
140815	4596	00	DLB ASSOCIATES	07/15/2015	4,392.50	.00
140816	2931	00	DOCUMENT SOLUTIONS LLC	07/15/2015	110.78	.00
140817	1652	00	LYNNAN DRAGONE	07/15/2015	976.00	.00
140818	835	00	DWYER CONNELL & LISBONA	07/15/2015	2,111.97	.00
140819	4645	00	ECONOMY PAPER & REST. SUPPLY	07/15/2015	413.34	.00
140820	4385	00	ELECTRONIC OFFICE SYSTEMS	07/15/2015	80.25	.00
140821	4661	00	ELITE IRRIGATION & DRAINAGE, INC	07/15/2015	1,312.68	.00
140822	158	00	EMAIT ENTERPRISES, LLC	07/15/2015	7,550.00	.00
140823	1929	00	ENVIRONMENTAL RESOURCE ASSOC	07/15/2015	660.80	.00
140824	168	00	EUROFINS EATON ANALYTICAL, INC.	07/15/2015	1,170.00	.00
140825	169	00	FELDMAN BROTHERS SUPPLY CO	07/15/2015	1,866.45	.00
140826	1790	00	FETTE FORD INC	07/15/2015	380.80	.00
140827	174	00	FIN-TEK CORPORATION	07/15/2015	3,225.00	.00
140828	3367	00	FISHER SCIENTIFIC INC	07/15/2015	285.20	.00
140829	3296	00	FISHER SCIENTIFIC, LLC	07/15/2015	356.55	.00
140830	3968	00	GABTA RECYCLING COMPANY	07/15/2015	695.56	.00
140831	4313	00	GARDEN STATE LABS	07/15/2015	475.00	.00
140832	3628	00	GARDEN STATE MATERIAL HANDLING	07/15/2015	894.66	.00
140833	211	00	GEO TECHNICS	07/15/2015	228.00	.00
140834	4672	00	HALEBOD AUTO PARTS INC	07/15/2015	1,010.17	.00
140835	1174	00	HARVEST LANDSCAPING & LAWN MAINT. HAWTHORNE INDUSTRIAL RADIATOR	07/15/2015	510.00	.00
					1,626.90	.00

PROGRAM: GM348U PASSAIC VALLEY WATER COMMISSION DISBURSEMENT PERIOD 07/2015
 BANK 00 North Fork A/P CURRENT FUND

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
140836	2873	00	HERTRICH FLEET SERVICES, INC.	07/15/2015	55,620.50		.00
140837	222	00	HILTI INC	07/15/2015	356.72		.00
140838	3401	00	I. KRUGER, INC.	07/15/2015	8,900.00		.00
140839	4555	00	INFO-HOLD, INC.	07/15/2015	248.00		.00
140840	4398	00	INTEGRATED MICRO SYSTEMS, INC.	07/15/2015	3,067.50		.00
140841	210	00	J R HAFER COMPANY, INC.	07/15/2015	35,711.52		.00
140842	3264	00	JAMES F. FINE, ESQ.	07/15/2015	9,998.65		.00
140843	1566	00	JEWEL ELECTRIC SUPPLY COMPANY	07/15/2015	629.98		.00
140844	149	00	JOHN A EARL, INC	07/15/2015	990.00		.00
140845	4720	00	JOHNSON MIRMIRAN & THOMPSON, INC	07/15/2015	9,200.00		.00
140846	4351	00	KEER ELECTRICAL SUPPLY COMPANY	07/15/2015	2,070.00		.00
140847	1159	00	KITKIN BROTHERS COMPANY, INC.	07/15/2015	395.57		.00
140848	285	00	LJJOIS APPLIANCE CENTER	07/15/2015	379.00		.00
140849	2840	00	LOCKWOOD'S ELECTRIC MOTOR SER.	07/15/2015	970.00		.00
140850	3044	00	MARESCA LUMBER & BUILDING MATERIALS	07/15/2015	202.64		.00
140851	4544	00	MASER CONSULTING, PA	07/15/2015	13,731.00		.00
140852	3569	00	MATRIX IMAGING, INC.	07/15/2015	1,819.34		.00
140853	4625	00	METRA INDUSTRIES	07/15/2015	284,180.40	5,799.60	.00
140854	3799	00	MICRO ELECTRONICS, LLC	07/15/2015	732.72		.00
140855	4058	00	MILLENNIUM LIGHTING INC	07/15/2015	2,116.90		.00
140856	311	00	MR DONNELLEY RECEIVABLES, INC	07/15/2015	101.28		.00
140857	4117	00	MR JOHN INC	07/15/2015	850.00		.00
140858	321	00	MASSOR ELECTRICAL SUPPLY CO	07/15/2015	700.00		.00
140859	1793	00	NEAL SYSTEMS INC	07/15/2015	1,123.76		.00
140860	4414	00	NEC CORPORATION OF AMERICA	07/15/2015	299,211.35		.00
140861	3014	00	NEPTUNE TECHNOLOGY GROUP, INC.	07/15/2015	VOID		.00
140862	2834	00	NEW JERSEY FIRE EQUIPMENT LLC	07/15/2015	2,297.60		.00
140863	2834	00	NEW JERSEY FIRE EQUIPMENT LLC	07/15/2015	151.00		.00
140864	2886	00	NPPA ELECTRICAL SERVICES	07/15/2015	1,803.60		.00
140865	4184	00	ONE CALL CONCEPTS, INC.	07/15/2015	VOID		.00
140866	2084	00	P & A AUTO PARTS	07/15/2015	958.45		.00
140867	2788	00	PASHMAN STEIN	07/15/2015	55.13		.00
140868	2788	00	PASHMAN STEIN	07/15/2015	3,773.81		.00
140869	4407	00	PCS PUMP AND PROCESS, INC.	07/15/2015	1,254.40		.00
140870	4192	00	PIRO ZINNA CIPPELLI PARIS GENITEMPO	07/15/2015	1,147.99		.00
140871	3389	00	POWERS SERVICE COMPANY, INC.	07/15/2015	1,761.00		.00
140872	3220	00	QC LABORATORIES/PA166	07/15/2015	1,152.00		.00
140873	1285	00	QUALITY CONTROLS INC	07/15/2015	413,739.34	8,443.66	.00
140874	4670	00	R. SPARK, INC.	07/15/2015	411.00		.00
140875	4516	00	RIBBONS EXPRESS, INC	07/15/2015	1,949.59		.00
140876	4225	00	RICCIARDI BROTHERS OF PATERSON CORP	07/15/2015	384.00		.00
140877	401	00	RICHIARDI FARMS	07/15/2015	28.95		.00
140878	402	00	RICOH BUSINESS SYSTEMS, INC.	07/15/2015	644.80		.00
140879	1158	00	ROCKLAND ELECTRIC CO	07/15/2015	2,700.00		.00
140880	4568	00	RUTGERS SCHOOL OF PUBLIC HEALTH	07/15/2015	3,600.00		.00
140881	633	00	RUTGERS UNIVERSITY	07/15/2015	750.00		.00
140882	423	00	SCALES INDUSTRIAL TECHNOLOGIES INC	07/15/2015	77,789.23		.00
140883	3594	00	SEVERN TRENT SERVICES	07/15/2015	732.24		.00
140884	3327	00	STAPLES BUSINESS ADVANTAGE	07/15/2015	1,984.78		.00
140885	4673	00	STELLAR ENERGY SERVICES, INC	07/15/2015	5,456.25		.00
140886	4309	00	SUPERIOR SERVICES, LLC	07/15/2015			.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
140887	2757	00	SYSTEM SALES CORPORATION	07/15/2015	1,408.30	.00
140888	4565	00	T & R AUTOMOTIVE DIST	07/15/2015	1,695.20	.00
140889	3978	00	THE NATIONAL LAW JOURNAL	07/15/2015	551.88	.00
140890	1963	00	THOMAS SCIENTIFIC	07/15/2015	287.00	.00
140891	1351	00	TIICOM NEW YORK, INC.	07/15/2015	2,681.87	.00
140892	4328	00	TREPTOW FLOOR COVERING SERVICES	07/15/2015	500.00	.00
140893	4510	00	U.S. SECURITY ASSOCIATES, INC.	07/15/2015	15,765.12	.00
140894	4649	00	UNIFORCE BUSINESS SOLUTIONS	07/15/2015	1,425.38	.00
140895	2530	00	USALCO, LLC	07/15/2015	10,943.94	.74
140896	2230	00	VAC SHACK	07/15/2015	294.75	.00
140897	4581	00	VERONA INDUSTRIAL & BUILDING SUPPLY	07/15/2015	1,982.97	.00
140898	201	00	W W GRAINGER INC	07/15/2015	VOID	.00
140899	201	00	W W GRAINGER INC	07/15/2015	2,106.25	.00
140900	3771	00	W.B. MASON COMPANY, INC.	07/15/2015	442.89	.00
140901	1206	00	WALLINGTON PLUMBING SUPPLY, INC.	07/15/2015	998.00	.00
140902	496	00	WATER WORKS SUPPLY COMPANY	07/15/2015	1,080.00	.00
140903	3439	00	WATERS, MC PHERSON, MC NEILL	07/15/2015	13,759.00	.00
140904	2492	00	WELT & KUZEMCZAK LLC	07/15/2015	74.10	.00
140905	3718	00	WILFRED MAC DONALD, INC.	07/15/2015	246.67	.00
140906	4675	00	XEROX CORPORATION	07/15/2015	811.86	.00
140907	406	00	YRC FREIGHT	07/15/2015	1,436.75	.00
140908	759	00	ZEE MEDICAL SERVICE	07/15/2015		
			GRAND TOTAL		1,436,220.53	14,242.52

NUMBER OF CHECKS 124

PREPARED 7/07/2015, 10:17:11

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

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DISBURSEMENT PERIOD 07/2015

PROGRAM: GM348U
PASSAIC VALLEY WATER COMMISSION
BANK 04 North Fork SELF INSURANCE ACCT

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
990659	2625	00	DANTE PERMAN	07/15/2015	68.83	.00
990660	2622	00	VIRAL CHOKSKI	07/15/2015	1,000.00	.00
NUMBER OF CHECKS				2	GRAND TOTAL	1,068.83