



PASSAIC VALLEY WATER COMMISSION
RESOLUTION #15-74

**RESOLUTION OF THE PASSAIC VALLEY WATER
COMMISSION MAKING APPLICATION TO THE LOCAL
FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-6**

DATE OF ADOPTION: June 17, 2015

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

Introduced by Commissioner: Bazian

Seconded by Commissioner: Levine

WHEREAS, the Passaic Valley Water Commission (the "Commission") desires to make application to the Local Finance Board for its review of a project financing consisting of the issuance of one or more series of refunding revenue bonds for the refinancing of prior bonds of the Commission which financed various projects as described therein and funding various reserves as described therein; and

WHEREAS, the Commission believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the participating municipalities of the Commission; and
- (c) the amounts to be expended for said purpose are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the participating municipalities of the Commission and will not create an undue financial burden to be placed upon the participating municipalities of the Commission.

NOW THEREFORE, BE IT RESOLVED by the Passaic Valley Water Commission as follows:

Section 1. The application to the Local Finance Board is hereby approved, and the Commission's Executive Director, bond counsel, financial advisor and auditor, along with other representatives of the Commission, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the Commission in matters pertaining thereto.

Section 2. The Administrative Secretary is hereby directed to prepare



PASSAIC VALLEY WATER COMMISSION

and file a copy of the proposed resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

Section 4. This Resolution shall take effect immediately.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



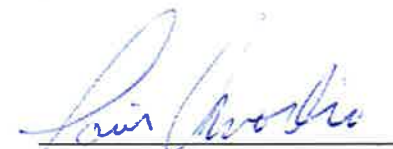
Resident



Secretary

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

I hereby certify that the foregoing is a true copy of a resolution adopted by the Passaic Valley Water Commission on June 17, 2017.



Louis Amodio
Administrative Secretary

2015 ADOPTED BUDGET RESOLUTION

Passaic Valley Water Commission

(Name)

AUTHORITY

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

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

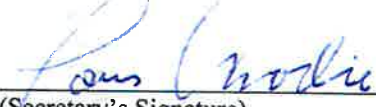
WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of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

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

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

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

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



(Secretary's Signature)

June 17, 2015
(Date)

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



PASSAIC VALLEY WATER COMMISSION

Resolution #15- AMENDED

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: 6/17/15

TITLE: ANNUAL SUMMER HELP PROGRAM
ON MOTION OF COMMISSIONER LEVINE
SECOND BY COMMISSIONER BAZIAN

WHEREAS, Passaic Valley Water Commission has determined that its annual summer help program is organizationally efficient, labor cost effective and beneficial to the communities it serves; and

WHEREAS, Passaic Valley Water Commission's summer help program is authorized to take place commencing from June 1, 2015 (on or about) until September 11, 2015; and

NOW, THEREFORE, BE IT RESOLVED, that the following criteria and standards be adopted by the Commission in its summer help program, as follows:

- 1. All summer help must be full-time, matriculated secondary or higher education (or equivalent) student: Proof of school shall be submitted with application.**
- 2. All summer help must be 17 years of age and not over the age 25. No summer help under the age of 18 shall not drive a PVWC vehicle nor operate any power equipment.**
- 3. The commission shall pay a wage of \$12.00 per hour.**
- 4. Each Commissioner and the Executive Director shall be entitled to select up to two (2) students for summer employment.**
- 5. Summer students will be paid for the July 4th holiday only.**
- 6. The resolution in existence on nepotism, dated 4/14/93, as stated, does not apply to summer student help.**



PASSAIC VALLEY WATER COMMISSION

- 7. Summer student work will be under the supervision of the Department Heads, working with the Personnel Director.
- 8. Department Heads will advise areas where work is needed and the Personnel Director will provide a job description of the position to be filled as well as age requirements for jobs.

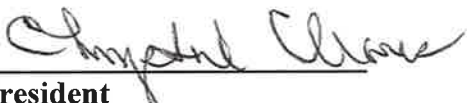
BE IT FURTHER RESOLVED, the Commission shall comply with all Federal, State and Local rules and regulations regarding the employment of summer student employees.

BE IT FURTHER RESOLVED, 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.	___	___	___	<u> x </u>
LEVINE, J.	<u> x </u>	___	___	___
GRADDY, R.	<u> x </u>	___	___	___
KOŁODZIEJ, G.	___	<u> x </u>	___	___
BAZIAN, M.	<u> x </u>	___	___	___
DE VITA, T.	<u> x </u>	___	___	___
CLEAVES. C.	<u> x </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



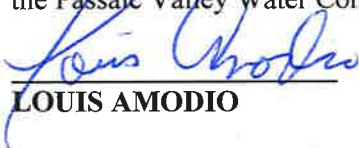
 President
 CHRYSTAL CLEAVES



 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 June 17, 2015.



 LOUIS AMODIO



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-76

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: June 17, 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: BAZIAN offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and
WHEREAS, the public body is of the opinion that such circumstances presently exist:

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

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: 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: GRADDY AYES: 6 ABSENT: 1 Time: 12:50 p.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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



 PRESIDENT
 CHRYSTAL CLEAVES



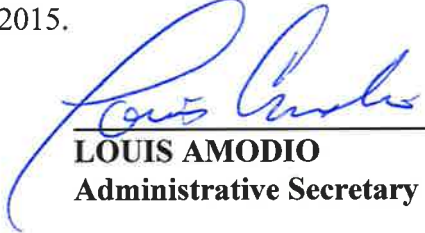
 SECRETARY
 THOMAS P. DE VITA



PASSAIC VALLEY WATER COMMISSION

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 June 17, 2015.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION: 15-77
PASSAIC VALLEY WATER COMMISSION**

Resolution Authorizing an Indemnification and Hold Harmless Agreement with APSARA Networks, Inc. to Conduct a Line of Sight Test at the Harrison Avenue Water Storage Tank Site

Date of Adoption: June 17, 2015

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, APSARA Networks, Inc. ("APSARA") and the Passaic Valley Water Commission ("PVWC") are desirous of entering into an Indemnification and Hold Harmless Agreement for use of the Harrison Avenue Water Storage Tank site in Lodi, New Jersey for certain limited purposes to conduct a line of sight test as set forth in a form of agreement (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Agreement has been reviewed and found to be acceptable by the Executive Director and the Director of Engineering, a memorandum dated May 1, 2015 to that effect is attached hereto and made a part hereof, and PVWC's General Counsel has approved the Agreement (as to form and legality);

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

1. That the Commission hereby authorizes and approves the Agreement between PVWC and APSARA.
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of

this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 June 17, 2015.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTER-OFFICE MEMORANDUM**

DATE: May 1, 2015

TO: Hon. Commissioners

FROM: J. Bella
J. Duprey

CC: L. Amodio
G. Hanley

SUBJECT: PVWC and APSARA Networks, Inc. (APSARA)
Indemnification and Hold Harmless Agreement
(the "Agreement")

PVWC and APSARA are desirous of entering into the Agreement for certain limited purposes as set forth in the attached copy of the Form of Agreement, and the same has been found to be acceptable from a technical engineering perspective.

APSARA has requested access to PVWC's Harrison Avenue Water Storage Tank site in Lodi to conduct a line-of-sight test to confirm the suitability of the Tank as a viable location to them install microwave dishes to support and enhance their network.

If the location proves to be viable, APSARA would move forward with securing the right to install its equipment on the Tank through a lease agreement, which lease agreement would be prepared and submitted to the Commission for consideration at some future date.

Therefore, based on the above (and subject to review and approval by the Law Department), it is recommended that the Commission approve the Indemnification and Hold Harmless Agreement for APSARA to conduct the line of sight test at the above-referenced Tank.

PASSAIC VALLEY WATER COMMISSION

**Form of Indemnification and Hold Harmless Agreement
with APSARA Networks, Inc. to Conduct a Line
of Sight Test at PVWC'S Harrison Avenue
Water Storage Tank Site**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement (the "Agreement") between PASSAIC VALLEY WATER COMMISSION, "Indemnitee" (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011, (the "Premises") and APSARA NETWORKS, INC., a New York corporation, having offices at 1350 Avenue of the Americas, New York, New York 10019 the "Indemnifier" ("APSARA").

WHEREAS, the Indemnifier, including any certain agencies, agents, departments, entities and/or individuals acting within its purview, and/or individuals acting at its direction, on its behalf and for its benefit, to conduct certain activities as set forth in a letter dated April 8, 2015 from Ms. Lynn Toomey of SectorSite, contractor for APSARA, a copy of which is attached hereto as Exhibit A, on a day and time to be scheduled with Indemnitee; and

WHEREAS, the Indemnifier is desirous of utilizing certain facilities owned and operated by PVWC, specifically, the Harrison Avenue Elevated Water Storage Tank in Lodi, NJ, (the "Site"), to conduct a line of sight test and related activities in connection therewith (the "Test"); and

WHEREAS, PVWC is amenable to permitting the Indemnifier to enter the Site and perform said Test, limited as to time and activity as described in Exhibit A for the said purposes only on such date and under such circumstances and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Indemnifier, on behalf of its officers, agents, employees, contractors and affiliated agencies, hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property or injury to or death of persons occurring in connection with or arising out of the proposed activities to be conducted in or about or in connection with the Site or otherwise, by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omissions or negligence of any persons or entities including any equipment, fixture apparatus or facilities in connection with or related to said activities, or activities of the Indemnitee. The Indemnifier, agrees to hold PVWC harmless, indemnify and save PVWC from any and all claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with its use of the Site or in connection with, or arising out of said activities, including, but not limited to the obligation to defend PVWC in which case PVWC reserves the right to select its own Counsel for which expenses and fees Indemnifier shall be held liable along with any other costs, fees, or expenses or consequential damages which arise out of the activities and circumstances contemplated by, or arising out of, or caused by this Agreement or any actions, omissions or activities arising therefrom.

All insurance policies or self-insured retentions required hereunder shall include PVWC as an additional insured as respects the acts of the Indemnifier, such coverage shall be primary and written evidence of same shall be provided to PVWC prior to commencement of any activities by providing an insurance endorsement at PVWC's Headquarters facility, located at 1525 Main Ave., Clifton, N.J. 07011 as contemplated hereunder.

The signatories hereto, hereby represent that they have been duly authorized to execute this document in accordance with law, on behalf of, and bind the parties hereto with respect to the obligations, duties, liabilities and responsibilities, both explicit and implicit, as set forth in this Agreement.

Attest: *[Signature]* 6/5/15
(Seal)
ENMANUEL LOPEZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015
Notary Public of New Jersey

APSARA NETWORKS, INC.

By *[Signature]* 6/5/2015
RAVI VEYARATNAM
President and Director

Attest:
(Seal)

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

By _____
CHRYSTAL CLEAVES
President

**PASSAIC VALLEY WATER COMMISSION
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement (the "Agreement") between PASSAIC VALLEY WATER COMMISSION, "Indemnitee" (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011, (the "Premises") and APSARA NETWORKS, INC., a New York corporation, having offices at 1350 Avenue of the Americas, New York, New York 10019 the "Indemnifier" ("APSARA").

WHEREAS, the Indemnifier, including any certain agencies, agents, departments, entities and/or individuals acting within its purview, and/or individuals acting at its direction, on its behalf and for its benefit, to conduct certain activities as set forth in a letter dated April 8, 2015 from Ms. Lynn Toomey of SectorSite, contractor for APSARA, a copy of which is attached hereto as Exhibit A, on a day and time to be scheduled with Indemnitee; and

WHEREAS, the Indemnifier is desirous of utilizing certain facilities owned and operated by PVWC, specifically, the Harrison Avenue Elevated Water Storage Tank in Lodi, NJ, (the "Site"), to conduct a line of sight test and related activities in connection therewith (the "Test"); and

WHEREAS, PVWC is amenable to permitting the Indemnifier to enter the Site and perform said Test, limited as to time and activity as described in Exhibit A for the said purposes only on such date and under such circumstances and conditions as are set forth herein.

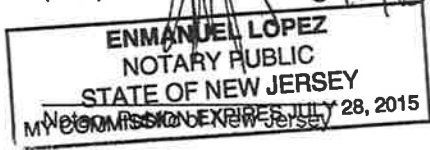
NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Indemnifier, on behalf of its officers, agents, employees, contractors and affiliated agencies, hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property or injury to or death of persons occurring in connection with or arising out of the proposed activities to be conducted in or about or in connection with the Site or otherwise, by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omissions or negligence of any persons or entities including any equipment, fixture apparatus or facilities in connection with or related to said activities, or activities of the Indemnitee. The Indemnifier, agrees to hold PVWC harmless, indemnify and save PVWC from any and all claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with its use of the Site or in connection with, or arising out of said activities, including, but not limited to the obligation to defend PVWC in which case PVWC reserves the right to select its own Counsel for which expenses and fees Indemnifier shall be held liable along with any other costs, fees, or expenses or consequential damages which arise out of the activities and circumstances contemplated by, or arising out of, or caused by this Agreement or any actions, omissions or activities arising therefrom.

All insurance policies or self-insured retentions required hereunder shall include PVWC as an additional insured as respects the acts of the Indemnifier, such coverage shall be primary and written evidence of same shall be provided to PVWC prior to commencement of any activities by providing an insurance endorsement at PVWC's Headquarters facility, located at 1525 Main Ave., Clifton, N.J. 07011 as contemplated hereunder.


The signatories hereto, hereby represent that they have been duly authorized to execute this document in accordance with law, on behalf of, and bind the parties hereto with respect to the obligations, duties, liabilities and responsibilities, both explicit and implicit, as set forth in this Agreement.

Attest:
(Seal)



APSARA NETWORKS, INC.

By


RAVI JEYARATNAM
President and Director

6/5/2015

Attest:
(Seal)

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

By

CHRYSTAL CLEAVES
President



PO Box 255, Mendham, NJ 07945
Office (973) 543-0611 • Fax (973) 543-7232
www.SectorSiteLLC.com

April 8, 2015

Passaic Valley Water Commission
Attn: James Duprey
1525 Main Ave.
Clifton, NJ 07011

RE: Water tank at Arnot Street/Harrison Avenue ("Water Tank")

Dear Mr. Duprey,

Alex Moss provided me with your contact information to further discuss the opportunity to use the water tank referenced above. Alex and I work for SectorSite LLC, a national full service provider of wireless telecommunications development services. SectorSite has been hired by Apsara Networks Inc., a financial service provider, to assist in expanding their wireless network.

Apsara's network operates from microwave dishes and has identified the Water Tank as a viable location to support their equipment and enhance their network. To confirm the suitability of the tank, an engineer will need to access the tank to perform a line of site test. If the tank meets the necessary requirements, Apsara will move forward with securing the right to install its equipment on the tank through a lease agreement.

Kindly contact me at your earliest convenience to advise whether the Passaic Valley Water Commission is interested in pursuing this business opportunity. If there is interest, we'd like to discuss scheduling the line of site test.

Respectfully,

/s/ Lynn Toomey
Site Development
SectorSite, LLC
908.456.0485
ltoomey@sectorsitelc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

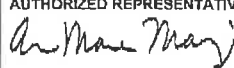
PRODUCER Hugh Wood Inc. 55 Broadway New York, NY 10006	CONTACT NAME: PHONE (A/C, No, Ext): (212) 509-3777 FAX (A/C, No): (212) 509-4906 E-MAIL ADDRESS: insurance@hughwood.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Apsara Networks, Inc. 1360 Avenue of the Americas New York, NY, NY 10019	INSURER A : Federal Insurance Company NAIC # 20281	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36030763	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73588141	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		79889278	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Passaic Valley Water Commission is included as additional insured as required by written contract.

CERTIFICATE HOLDER Passaic Valley Water Commission 1525 Main Avenue Clifton, NJ 07011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION: 15-78
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
POLICIES AND PROCEDURES FOR THE
INTERVIEW/HIRING PROCESS
DATE OF ADOPTION: June 17, 2015

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission (PVWC) desires to formalize the process by which job applicant resumes are reviewed by PVWC prior to presentation to the full Board of Commissioners; and

WHEREAS, PVWC's policies and procedures for the interview/hiring process shall be as follows:

1. All job applicant resumes shall be submitted to the Personnel Director at least thirty (30) days prior to their review by the Personnel Committee.
2. All suitable job applicants shall be interviewed by the following administrators (the "Interview Committee"):
 - a. Department Head (relevant to the open position)
 - b. Personnel Director
 - c. Executive Director or designee
3. The Interview Committee shall submit their recommendation for hire to the Personnel Committee no less than Twenty-Four (24) hours prior to the next scheduled Personnel Committee meeting.
4. The Personnel Committee shall receive copies of all submitted resumes and shall review the Interview Committee's recommendation for hire.
5. The Personnel Committee shall make its recommendation for hire to the full Board of Commissioners:


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

1. That PVWC's policies and procedures for the interview/hiring process set forth hereinabove are hereby authorized and approved.
2. That the appropriate officers, employees and officials of PVWC are hereby authorized and directed to perform such acts as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 June 17, 2015.



LOUIS AMODIO
Administrative Secretary

Resolution: 15-79
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JUNE 17, 2015

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously solicited for professional services (or extraordinary un-specifiable Services) for Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, in the first solicitation, notwithstanding solicitation to numerous vendors, and following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received only two (2) responses for the Project; and

WHEREAS, based on PVWC's reviews and subsequent vendor presentations, it became apparent that the previous Request for Proposals (RFP) did not adequately reflect PVWC's intentions and expectations for meeting the goals and objectives of the Project; and

WHEREAS, in addition to the above, and in an effort to seek broader participation in the Project, PVWC elected to reject, without prejudice, both of the responses received for the Project, and to re-solicit for professional services for the Project; and

WHEREAS, PVWC re-solicited for professional services (or extraordinary unspecifiable services), through the Fair and Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; and

WHEREAS, following re-solicitation to numerous vendors, and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project on June 9, 2015 PVWC received responses to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from four (4) professional services providers (or providers of extraordinary unspecifiable services); and

WHEREAS, PVWC conducted a non-mandatory pre-submission meeting and site visit on the date (June 3, 2015) and time stipulated in the Public Notice to discuss the Project; and

WHEREAS, the sealed proposals were opened on the date (June 9, 2015) and time stipulated in the Public Notice and were reviewed by designated PVWC personnel using the weighted evaluation criteria set forth in the Request for Proposals; and

WHEREAS, based on the evaluations and reviews, the firm of JGSC Group, LLC (the "Awardee) of Merchantville, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received June 9, 2015 (hereinafter the "Response"); and

WHEREAS, a copy of a memorandum from the Executive Director and the Director of Engineering dated June 16, 2015 is attached hereto and made a part hereof, along with other relevant correspondence, as Exhibit A; and

WHEREAS, the Response will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

WHEREAS, each of the responses to the Project, including the Response of the Awardee, and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage the services of the Awardee at this time; and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not-to-exceed the amount of \$140,000.00; all as set forth in the Request for Proposals for professional services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby

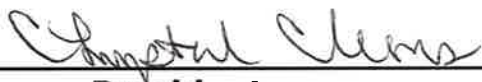
awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
GRADDY, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BAZIAN M.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DE VITA, T.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

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 June 17, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**EXECUTIVE DIRECTOR AND DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JUNE 16, 2015
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: June 16, 2015

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Request to Award Project No. 15-P-56 (Re-Solicitation) "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements"

Summary

It is recommended that Project No. 15-P-56 (Re-Solicitation) "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" be awarded to JGSC Group, LLC of Merchantville, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$140,000.

The requested professional services are to help facilitate PVWC's public outreach and participation process at workshops, and at meetings with EPA/NJDEP and public/public officials.

Background

Passaic Valley Water Commission ("PVWC") previously solicited for professional services (or extraordinary unspecifiable Services) for Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process").

In the first solicitation, notwithstanding solicitation to numerous vendors and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC received only two (2) responses for the Project.

Based on PVWC's reviews and subsequent vendor presentations, it became apparent that the previous Request for Proposals (RFP) did not adequately reflect PVWC's intentions and expectations for meeting the goals and objectives of the Project.

In addition to the above, and in an effort to seek broader participation in the Project, PVWC elected to reject, without prejudice, both of the responses received for the Project, and to re-solicit for professional services for the Project.

Following re-solicitation to numerous vendors, and public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, in the second solicitation for responses for the Project on June 9, 2015 PVWC received responses to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from four (4) professional services providers (or providers of extraordinary unspecifiable services).

PVWC conducted a non-mandatory pre-submission meeting and site visit on the date (June 3, 2015) and time stipulated in the Public Notice to discuss the Project.

The sealed proposals were opened on the date (June 9, 2015) and time stipulated in the Public Notice, and were reviewed and evaluated by designated PVWC personnel utilizing the weighted evaluation criteria stipulated in the Request for Proposals.

Based on PVWC's evaluation and review, the firm of JGSC Group, LLC of Merchantville, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received June 9, 2015 (hereinafter the "Response").

The RFP included a base amount of \$130,000 and an additional set-aside amount of \$10,000 for supplementary services outside of the stipulated scope of work set forth in the RFP, if and to the extent PVWC requires same. It is recommended that the Project be awarded to the Consultant for the full not-to-exceed amount of \$140,000 as set forth in the RFP with PVWC staff initially authorizing the \$130,000 not-to-exceed base amount set forth in the RFP, with subsequent authorizations, if any, to be made by PVWC's Executive Director and Director of Engineering on an as-required basis only. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the total amount set forth herein.

PASSAIC VALLEY WATER COMMISSION

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

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of June 17, 2015 between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and JGSC Group, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 16 N. Centre Street, Merchantville, NJ 08109 (P.O. Box 1148).

WHEREAS, PVWC requires Professional Services to assist it in implementing Project 15-P-56 (Re-Solicitation) "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated June 9, 2015, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit C; and

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

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

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

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

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

may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$140,000.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JGSC GROUP, LLC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

RESOLUTION: 15-80
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"

ADDITIONAL PROFESSIONAL SERVICES FOR
POST-LIVE MANAGEMENT SERVICES ON CIS AND MOBILE

DATE OF ADOPTION: JUNE 17, 2015

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Project 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (the "Project") was awarded to Westin Engineering, Inc. ("Westin") of Rancho Cordova, California at PVWC's Commission Meeting dated July 22, 2014 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$295,000.00; and

WHEREAS, PVWC desires to have post-live management services on CIS and mobile which services requires additional professional services not included in Westin's original proposal; and

WHEREAS, at PVWC's request, Westin has submitted a proposal dated June 2, 2015 (the "Proposal") to modify the Project to include the said additional professional services, and a copy of the Proposal, including a description of the said additional services, along with a breakdown of the scope and additional costs related thereto, along with PVWC Chief Financial Officer's memorandum referenced below, are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Chief Financial Officer has reviewed Westin's Proposal and find it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be

approved, and a copy of the Chief Financial Officer's memorandum dated June 2, 2015 recommending approval of the said changes to the Project is attached hereto and made a part hereof in above-referenced Exhibit A; and

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

WHEREAS, the previously approved not-to-exceed total price of \$295,000.00 for the Project is hereby increased by the amount of \$25,500.00 for a revised not-to-exceed total price of \$320,500.00 (which equates to a net increase of approximately 8.6%); and

WHEREAS, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof as Exhibit B); and

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

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

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


1. That PVWC hereby approves and awards the changes to the scope of Work for the Project as set forth in Westin's Proposal dated June 2, 2015 which changes result in an increase of \$25,500.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 14-P-56 from \$295,000.00 to \$320,500.00; all as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
GRADDY, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
KOLODZIEJ, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BAZIAN M.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DE VITA, T.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
CLEAVES, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

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 June 17, 2015.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
POST-LIVE MANAGEMENT SERVICES ON CIS AND MOBILE**

**PVWC CHIEF FINANCIAL OFFICER'S
MEMORANDUM DATED JUNE 2, 2015**

WESTIN'S PROPOSAL DATED JUNE 2, 2015

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
POST-LIVE MANAGEMENT SERVICES ON CIS AND MOBILE**

FORM OF AMENDMENT TO AGREEMENT

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT 14-P-56)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of June 17, 2015 between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Westin Engineering, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 3100 Zinfandel Drive, Suite 300, Rancho Cordova, California 95670.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 15-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated July 22, 2014; and

WHEREAS, the original scope set forth in the PROFESSIONAL'S proposal for the PROJECT is hereby modified as set forth in PROFESSIONAL's proposal dated June 2, 2015, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the previously approved not-to-exceed total amount of \$295,000.00 for the PROJECT is hereby increased by \$25,500.00 for a revised not-to-exceed total amount of \$320,500.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

All other provisions of the AGREEMENT remain in full force and effect.

WESTIN ENGINEERING, INC.

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
CHRYSTAL CLEAVES
President

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**ADDITIONAL PROFESSIONAL SERVICES FOR
POST-LIVE MANAGEMENT SERVICES ON CIS AND MOBILE**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

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:

Professional Services for Project # 14-P-56 – Professional Services for Completion of PVWC's New Customer Information System, change order. (**Westin Engineering**).

Amount of Project or Contract not to exceed: **\$25,500**

1. Acct #: 001-0901-419.95-07 **BUDGET 2015**

Other Comments: **Professional Services**

Date of Certification: June 2, 2015



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