



**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION #15-110**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: October 21, 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: SANCHEZ offers the following Resolution for adoption:**

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

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

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

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: 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: KOLODZIEJ AYES: 6 ABSENT: 1 Time:12:54 P.M.**

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	AYE	NAY	ABSTAIN	ABSENT
RIGO SANCHEZ	X			
JEFFREY LEVINE	X			
RUSSELL GRADY				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 October 21, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
Administrative Secretary

**RESOLUTION: 15-111**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: OCTOBER 21, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on October 6, 2015 three (3) bids were received by PVWC for Contract No. 15-B-12 "Sodium Hypochlorite"; and

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

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

**WHEREAS**, the lowest responsible bid submitted for this contract was that of Univar USA, Inc. of Middletown, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 1,350,000 gallons, in the amount of \$862,650.00; and

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

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

1. That Contract No. 15-B-12 "Sodium Hypochlorite" in the total amount of \$862,650.00 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-12 as set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>GRADDY, R.</b>	—	—	—	<u>X</u>
<b>KOLODZIEJ, G.</b>	<u>X</u>	—	—	—
<b>BAZIAN M.</b>	—	—	—	<u>X</u>
<b>DE VITA, T.</b>	<u>X</u>	—	—	—
<b>CLEAVES, C.</b>	<u>X</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 October 21, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 7, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-12**  
**Sodium Hypochlorite**

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 **Univar USA, Inc.**, of Middletown, Pennsylvania, in the amount of **\$862,650.00**

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-12 - Univar USA, Inc.**

Amount of Project or Contract: \$ 862,650.00

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: October 2015  
Sodium Hypochlorite

Date of Certification: 10/08/2015 Certified: \$ 862,650.00



**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

Contract # 15-B-12  
Sodium Hypochlorite

Bids Received: October 6, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
JCI Jones Chemicals, Inc. 103 River Street Warwick, New York 10990 <a href="mailto:lindsay@jcichem.com">lindsay@jcichem.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	.647/gallon \$873,450.00	<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.
Kuehne Chemical Company, Inc. 86 North Hackensack Avenue South Kearny, New Jersey 07032 <a href="mailto:bids@kuehnecompany.com">bids@kuehnecompany.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	1.05/gallon \$1,417,500.00	<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.
George S. Coyne Chemical Company 3015 State Road Croydon, Pennsylvania 19021 <a href="mailto:pleffler@coynechemical.com">pleffler@coynechemical.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$	No Bid	<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.
Univar USA, Inc. 432 East Emaus Street Middletown, Pennsylvania 17057 <a href="mailto:kirsten_bimler@univarusa.com">kirsten_bimler@univarusa.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	.639/gallon \$862,650.00	<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: 15-112**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: OCTOBER 21, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, on October 6, 2015 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services"; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and the General Counsel as to form and legality), and a memorandum dated October 13, 2015 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

; and

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

**WHEREAS**, the lowest responsible bid submitted for this contract was that of JR Haftek Co., Inc. of Paterson, New Jersey (the "Awardee") with respect to said bid, in the amount of \$990,000.00; and

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

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



1. That Contract No. 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" in the total amount of \$990,000.00 in connection with the above described goods and services, is hereby awarded to the Awardee.

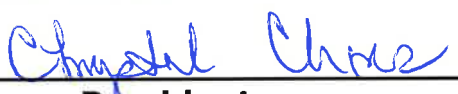
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-14 as set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

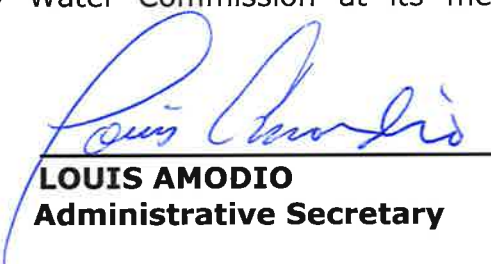
  
 \_\_\_\_\_  
**President**  
**CHRYSYAL CLEAVES**

  
 \_\_\_\_\_  
**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 October 21, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: October 13, 2015  
To: Hon. Commissioners  
From: J. Bella & J. Duprey  
cc: G. Hanley  
L. Amodio  
L. Beckering  
Re: Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services"-Two Bids Received

Two (2) bids were received on October 6, 2015 for Contract 15-B-14 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services".

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

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished. In addition, five (5) entities purchased sets of bid documents prior to the stipulated bid date. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. There are a relatively limited number of contractors willing to satisfy PVWC's public entity bidding requirements, thereby limiting the number of bidders qualified and capable of performing the required Work.

---

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 6, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-14**  
**Trench Spoils, Asphalt and Concrete Removal and Disposal Services**

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **J.R. Haftek Company, Inc.**, of Paterson, New Jersey, in the amount of **\$990,000.00**.

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-14 - J.R. Haftek Company, Inc.**

Amount of Project or Contract: \$ 990,000.00

1. Acct: # 001-0901-419-95-42 Purchases-Services / Outside Contractors

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

Other comments: Two Year Contract Commencing: October 2015  
Trench Spoils, Asphalt and Concrete Removal and Disposal Services

Date of Certification: 10/08/2015 Certified: \$ 990,000.00



**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

Contract 15-B-14  
Trench Spoils, Asphalt Concrete Removal Disposal Services

Bids Received: October 6, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Montana Construction, Inc. 80 Contant Avenue Lodi, New Jersey 07664 <a href="mailto:vsantaitte@montanaconstructioninc.com">vsantaitte@montanaconstructioninc.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$1,505,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
JR Haftek, Inc. 179 Ryerson Avenue Paterson, New Jersey 07502 <a href="mailto:haftek@msn.com">haftek@msn.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$990,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Consolidated Maintenance Solutions P.O. Box 809 Pine Brook, New Jersey 07058 <a href="mailto:cmspropertymaintenance@yahoo.com">cmspropertymaintenance@yahoo.com</a>	<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.
Vollers 3311 Route 22 North Branch, New Jersey 08876 <a href="mailto:nwinniw@vollers.com">nwinniw@vollers.com</a>	<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.
Braen Stone Industries Central Avenue Haledon, New Jersey 07538 <a href="mailto:tlynch@braenstone.com">tlynch@braenstone.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$	No Bid	<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: 15-113**  
**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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on July 28, 2015 for Contract 15-B-37 "Residuals Thickening Aid Polymer", which bid was rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on September 15, 2015 two (2) bids were received by PVWC for Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer"; and

**WHEREAS,** said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated September 16, 2015 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

**WHEREAS,** the lowest responsible bid submitted for this contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, based on the estimated quantity of 27,000 gallons (100 totes at 270 gallons per tote), in the amount of \$179,400.00; and

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

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

1. That Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer" in the total amount of \$179,400.00 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-37 (Re-Bid) as set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>  X  </u>	___	___	___
<b>LEVINE, J.</b>	<u>  X  </u>	___	___	___
<b>GRADDY, R.</b>	___	___	___	<u>  X  </u>
<b>KOLODZIEJ, G.</b>	<u>  X  </u>	___	___	___
<b>BAZIAN M.</b>	___	___	___	<u>  X  </u>
<b>DE VITA, T.</b>	<u>  X  </u>	___	___	___
<b>CLEAVES, C.</b>	<u>  X  </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 October 21, 2015.



---

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



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: September 16, 2015  
To: Hon. Commissioners  
From: J. Bella & J. Duprey  
cc: G. Hanley  
L. Amodio  
L. Beckering  
Re: Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer"-  
Two Bids Received

Notwithstanding solicitation of bids to potential bidders, in the first solicitation for bids only one bid was received on July 28, 2015 for Contract 15-B-37 "Residuals Thickening Aid Polymer", which bid was rejected for lawful cause and the contract was subsequently re-solicited for bids.

Again, and notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on September 15, 2015 two (2) bids were received by PVWC for Contract 15-B-37 (Re-Bid) "Residuals Thickening Aid Polymer".

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

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the contract and the re-bid contract. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. The Work required by the Contract Documents is highly specialized in nature, thereby limiting the number of bidders qualified and capable of performing the required Work. In addition, there are a limited number of bidders willing and able to satisfy the relatively stringent requirements of the public bidding process that are set forth in the Bid Documents.

---

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 15, 2015

FROM: Purchasing Department

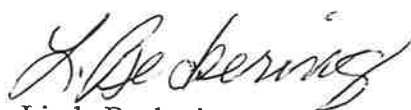
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss

RE: **Contract # 15-B-37 (Re-Bid)**  
**Residuals Thickening Aid Polymer**

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

Of the two (2) bids received, the lowest responsible and responsive proposal was submitted by **Polydyne, Inc.**, of Riceboro, Georgia, in the amount of **\$179,400.00**.

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-37 (Re-Bid) - Polydyne, Inc.**


Amount of Project or Contract: \$ 179,400.00

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: October 2015  
Residuals Thickening Aid Polymer

Date of Certification: 09/15/2015 Certified: \$ 179,400.00

  
\_\_\_\_\_  
**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

---

15-B-37 (Re-Bid)  
Residuals Thickening Aid Polymer

Bids Received: September 15, 2015

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne, Inc. 1 Chemical Plant Road Riceboro, Georgia 31323 <a href="mailto:polybidpt@snfnc.com">polybidpt@snfnc.com</a>	CC- Certified Check CA- Cashier's Check BB- Bid Bond  Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,794.00/Tote  \$179,400.00	<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.
George S Coyne Chemical Co., Inc. 3015 State Road Croydon, Pennsylvania 19021 <a href="mailto:bidadministration@coynechemical.com">bidadministration@coynechemical.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,350.47/Tote  \$335,047.00	<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.
	Certified Check 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.
	Certified Check 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.
	Certified Check 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: 15-114**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: OCTOBER 21, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract 13-B-24 "Tank Integrity Testing" (the "Contract"), TTI Environmental, Inc. of Moorestown, New Jersey ("TTI Environmental") provided, and continues to provide, tank integrity testing services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 13, 2013; and

**WHEREAS**, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

**WHEREAS**, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about November 12, 2015, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

**WHEREAS,** under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 13, 2015 and ending on November 12, 2017; all as indicated in the Director of Engineering's memorandum dated September 24, 2015, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum dated September 24, 2015, along with the Contractor's correspondence dated September 16, 2015 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents) and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS,** the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and an index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$175,320.00; and

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

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 13-B-24 "Tank Integrity Testing" to TTI Environmental, Inc. of Moorestown, New Jersey commencing November 13, 2015 and expiring on November 12, 2017; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$175,320.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension 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.
4. 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 shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

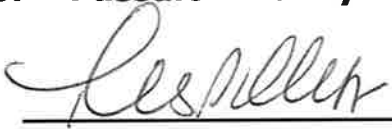
---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>X</u>	—	—	—
<b>LEVINE, J.</b>	<u>X</u>	—	—	—
<b>GRADDY, R.</b>	—	—	—	<u>X</u>
<b>KOLODZIEJ, G.</b>	<u>X</u>	—	—	—
<b>BAZIAN M.</b>	—	—	—	<u>X</u>
<b>DE VITA, T.</b>	<u>X</u>	—	—	—
<b>CLEAVES, C.</b>	<u>X</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 October 21, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**



**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-24  
"TANK INTEGRITY TESTING"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 24, 2015**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 24, 2015  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 13-B-24 "Tank Integrity Testing"

Under Contract 13-B-24 "Tank Integrity Testing", TTI Environmental, Inc. (the "Contractor") of Moorestown, New Jersey has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 13, 2013. This 2-year contract, which is otherwise scheduled to end on or about November 12, 2015, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated September 24, 2015 along with the Contractor's correspondence dated September 16, 2015 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 13-B-24 be extended for a 2-year period of time beginning November 13, 2015 and ending on November 12, 2017. Based on the re-establishment of the unit quantities for the 2-year extension, and adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$175,320.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-24  
"TANK INTEGRITY TESTING"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED SEPTEMBER 24, 2015 AND  
CONTRACTOR'S CORRESPONDENCE  
DATED SEPTEMBER 16, 2015**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 24, 2015

FROM: Purchasing Department

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

RE: **Contract # 13-B-24**  
**Tank Integrity Testing**

The above referenced contract is due to expire 11/12/2015. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **TTI Environmental, Inc.**, has agreed to a two (2) year extension at no increase in cost. The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current Contract Amount (Two Years) = \$175,320.00

**Extension Amount (Two Years) = \$175,320.00**

Respectfully submitted,

  
Linda Beckering  
Purchasing Agent

cc: L. Amodio ✓  
J. Duprey ✓

**LPCL - Current "Index Rate" – In Effect As Of Wednesday, July 1, 2015,**

**12 Noon**

**Recently Completed Quarter Calculation= 0.0%**

**(1st Qtr-January, February, and March 2015)**

Scheduled update: October, 2015

**The index rate is based on the most *recently completed quarter calculation* and the calculation from the same quarter of the previous year. The rate of change between the quarters of the two years is the "rate."**

**Note: The most *recently completed quarter calculation* is effective as of noon on the date posted.**

The Division makes every effort to post the most recently completed quarter calculation as close to the scheduled update. However, if a contract is due to expire near the end of a quarter, a local contracting unit can check the calculation using the data from the U.S. Department of Commerce's Bureau of Economic Analysis' website at:

<http://www.bea.gov/national/nipaweb/SelectTable.asp?Selected=Y>

**Beckering, Linda**

---

**From:** Karen Buniak <karenb@ttienv.com>  
**Sent:** Wednesday, September 16, 2015 2:06 PM  
**To:** Beckering, Linda  
**Cc:** Duprey, Jim  
**Subject:** RE: Contract 13-B-24 "Tank Integrity Testing" and Contract 13-B-29 "Tank Neutralization and Cleaning"

**Importance:** High

Linda:

TTI Environmental, Inc. will gladly extend the two above referenced contracts without a price increase for a period of two years.

Thank you,  
Karen Buniak

***TTI Environmental, Inc.***

*A Service Disabled Veteran Owned Small Business (SDVOSB)*

***Providing Dedicated Service to Our Clients Since 1985***

Karen Buniak  
Federal Program Manager  
1253 North Church Street  
Moorestown, NJ 08057  
Ph (856) 840-8800 ext. 14  
Cell (609) 220-6417  
[karenb@ttienv.com](mailto:karenb@ttienv.com)

Note: This message originates from TTI Environmental, Inc. It contains information that may be confidential or privileged and is intended for the individual or entity named above. It is prohibited for anyone else to disclose, copy, distribute, or use the contents of this message. If you received this message in error, please notify the sender at once at: [karenb@ttienv.com](mailto:karenb@ttienv.com) or Karen Buniak @856 840-8800 ext. 14.

**From:** Beckering, Linda [<mailto:lbeckering@pvwc.com>]  
**Sent:** Wednesday, September 16, 2015 12:45 PM  
**To:** Karen Buniak <karenb@ttienv.com>  
**Cc:** Duprey, Jim <[JGDUPREY@PVWC.com](mailto:JGDUPREY@PVWC.com)>  
**Subject:** FW: Contract 13-B-24 "Tank Integrity Testing" and Contract 13-B-29 "Tank Neutralization and Cleaning"

Good Afternoon Karen,

The subject contracts are due to expire 11/12/15. We would like to inquire at this time, if TTI would be willing to extend these contracts for an additional two years at no price increase.

Linda Beckering  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Avenue

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-24  
"TANK INTEGRITY TESTING"**

**PVWC'S FINANCIAL CERTIFICATION**

**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: **13-B-24 (2 Year Extension)**  
**TTI Environmental, Inc.**

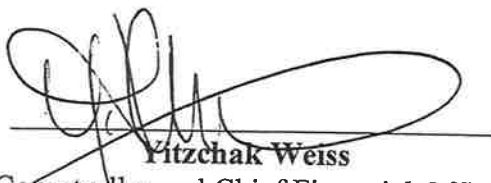
Amount of Project or Contract: \$ 175,320.00

1. Acct: # 001-2002-423-45-04 R & M / Chemical Storage Integrity Testing

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

Other comments: Two (2) Year Contract Commencing: October 2015  
Tank Integrity Testing

Date of Certification: 09/24/2015 Certified: \$ 175,320.00

  
Fitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---



**RESOLUTION: 15-115**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: OCTOBER 21, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, under Contract 13-B-29 "Tank Neutralization and Cleaning" (the "Contract"), TTI Environmental, Inc. of Moorestown, New Jersey ("TTI Environmental") provided, and continues to provide, tank neutralization and cleaning services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 13, 2013; and

**WHEREAS**, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

**WHEREAS**, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

**WHEREAS**, the currently active Contract, otherwise scheduled to end on or about November 12, 2015, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

**WHEREAS,** under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

**WHEREAS,** it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 13, 2015 and ending on November 12, 2017; all as indicated in the Director of Engineering's memorandum dated September 24, 2015, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

**WHEREAS,** a copy of the Director of Purchasing's memorandum dated September 24, 2015, along with the Contractor's correspondence dated September 16, 2015 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents) and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS,** the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and an index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$279,017.00; and

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


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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 13-B-29 "Tank Neutralization and Cleaning" to TTI Environmental, Inc. of Moorestown, New Jersey commencing November 13, 2015 and expiring on November 12, 2017; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$279,017.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension 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.
4. 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 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**

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

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



**President  
CHRystal CLEAVES**

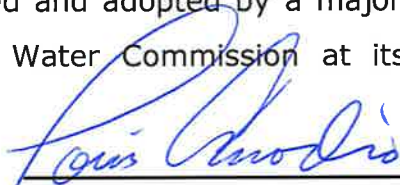


**Secretary  
THOMAS P. DE VITA**

**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 October 21, 2015.



**LOUIS AMODIO  
Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-29  
"TANK NEUTRALIZATION AND CLEANING"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED SEPTEMBER 24, 2015**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION**

**INTER-OFFICE MEMORANDUM**

Date: September 24, 2015  
To: G. Hanley  
From: J. Duprey  
CC: J. Bella  
Subject: 2-Year Extension of Contract 13-B-29 "Tank Neutralization and Cleaning"

Under Contract 13-B-29 "Tank Neutralization and Cleaning", TTI Environmental, Inc. (the "Contractor") of Moorestown, New Jersey has, and continues to, provide tank neutralization and cleaning services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 13, 2013. This 2-year contract, which is otherwise scheduled to end on or about November 12, 2015, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated September 24, 2015 along with the Contractor's correspondence dated September 16, 2015 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 13-B-29 be extended for a 2-year period of time beginning November 13, 2015 and ending on November 12, 2017. Based on the re-establishment of the unit quantities for the 2-year extension, and adjustments of the unit prices [by the escalation Index<sup>(1)</sup> adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$279,017.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-29  
"TANK NEUTRALIZATION AND CLEANING"**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED SEPTEMBER 24, 2015 AND  
CONTRACTOR'S CORRESPONDENCE  
DATED SEPTEMBER 16, 2015**

**EXHIBIT B**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 24, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 13-B-29**  
**Tank Neutralization and Cleaning**


The above referenced contract is due to expire 11/12/2015. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **TTI Environmental, Inc.**, has agreed to a two (2) year extension at no increase in cost. The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current Contract Amount (Two Years) = \$279,017.00

**Extension Amount (Two Years) = \$279,017.00**

Respectfully submitted,

  
Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓



**LPCL - Current "Index Rate" – In Effect As Of Wednesday, July 1, 2015,  
12 Noon**

**Recently Completed Quarter Calculation= 0.0%  
(1st Qtr-January, February, and March 2015)**

Scheduled update: October, 2015

**The index rate is based on the most *recently completed quarter calculation* and the calculation from the same quarter of the previous year. The rate of change between the quarters of the two years is the "rate."**

**Note: The most *recently completed quarter calculation* is effective as of noon on the date posted.**

The Division makes every effort to post the most recently completed quarter calculation as close to the scheduled update. However, if a contract is due to expire near the end of a quarter, a local contracting unit can check the calculation using the data from the U.S. Department of Commerce's Bureau of Economic Analysis' website at:

<http://www.bea.gov/national/nipaweb/SelectTable.asp?Selected=Y>

**Beckering, Linda**

---

**From:** Karen Buniak <karenb@ttienv.com>  
**Sent:** Wednesday, September 16, 2015 2:06 PM  
**To:** Beckering, Linda  
**Cc:** Duprey, Jim  
**Subject:** RE: Contract 13-B-24 "Tank Integrity Testing" and Contract 13-B-29 "Tank Neutralization and Cleaning"

**Importance:** High

Linda:

TTI Environmental, Inc. will gladly extend the two above referenced contracts without a price increase for a period of two years.

Thank you,  
Karen Buniak

***TTI Environmental, Inc.***

*A Service Disabled Veteran Owned Small Business (SDVOSB)*

***Providing Dedicated Service to Our Clients Since 1985***

Karen Buniak  
Federal Program Manager  
1253 North Church Street  
Moorestown, NJ 08057  
Ph (856) 840-8800 ext. 14  
Cell (609) 220-6417  
[karenb@ttienv.com](mailto:karenb@ttienv.com)

Note: This message originates from TTI Environmental, Inc. It contains information that may be confidential or privileged and is intended for the individual or entity named above. It is prohibited for anyone else to disclose, copy, distribute, or use the contents of this message. If you received this message in error, please notify the sender at once at: [karenb@ttienv.com](mailto:karenb@ttienv.com) or Karen Buniak @856 840-8800 ext. 14.

**From:** Beckering, Linda [<mailto:lbeckering@pvwc.com>]  
**Sent:** Wednesday, September 16, 2015 12:45 PM  
**To:** Karen Buniak <karenb@ttienv.com>  
**Cc:** Duprey, Jim <[JGDUPREY@PVWC.com](mailto:JGDUPREY@PVWC.com)>  
**Subject:** FW: Contract 13-B-24 "Tank Integrity Testing" and Contract 13-B-29 "Tank Neutralization and Cleaning"

Good Afternoon Karen,

The subject contracts are due to expire 11/12/15. We would like to inquire at this time, if TTI would be willing to extend these contracts for an additional two years at no price increase.

Linda Beckering  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Avenue

**PASSAIC VALLEY WATER COMMISSION**

**2-YEAR EXTENSION OF CONTRACT 13-B-29  
"TANK NEUTRALIZATION AND CLEANING"**

**PVWC'S FINANCIAL CERTIFICATION**

**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: **13-B-29 (2 Year Extension)**  
**TTI Environmental, Inc.**

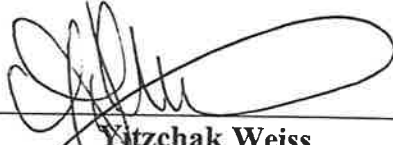
Amount of Project or Contract: \$ 279,017.00

1. Acct: # 001-2002-423-45-05 R & M / Outside Contractors

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

Other comments: Two (2) Year Contract Commencing: October 2015  
Tank Neutralization and Cleaning

Date of Certification: 09/24/2015 Certified: \$ 279,017.00

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

---

**RESOLUTION: 15-116**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**AUTHORIZING A SHARED SERVICES AGREEMENT**  
**(16ENNJ000000030) WITH USGS**

**DATE OF ADOPTION: OCTOBER 21, 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, Purchasing and Finance Departments.

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated September 25, 2015 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, including operation and maintenance of various gaging stations in connection therewith, for the period continuing through September 30, 2016, in cooperation with the U.S. Geological Survey, and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration

of the Agreement shall be in an amount not to exceed \$57,470.00;  
and

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

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

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

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

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (16ENNJ000000030) with USGS for the period continuing through September 30, 2016; all in accordance with the scope and PVWC's not-to-exceed contribution amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such

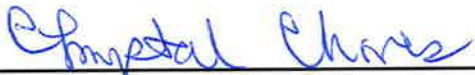
documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.


---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>GRADDY, R.</b>	---	---	---	<u>X</u>
<b>KOLODZIEJ, G.</b>	<u>X</u>	---	---	---
<b>BAZIAN M.</b>	---	---	---	<u>X</u>
<b>DE VITA, T.</b>	<u>X</u>	---	---	---
<b>CLEAVES, C.</b>	<u>X</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 October 21, 2015.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**USGS CORRESPONDENCE DATED SEPTEMBER 28, 2015  
AND SHARED SERVICES AGREEMENT (16ENNJ000000030)  
WITH USGS**

**EXHIBIT A**





## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
New Jersey Water Science Center  
3450 Princeton Pike, Suite 110  
Lawrenceville, NJ 08648

September 25, 2015

James Duprey  
Chief Engineer  
Passaic Valley Water Commission  
1525 Main Street, POB 230  
Clifton, NJ 07011

Dear Mr. Duprey,

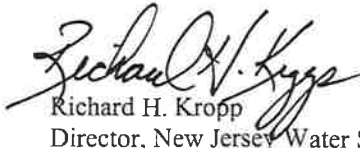
Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$57,470 cash from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$63,270. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **November 1, 2015**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Heidi Hoppe by phone number (609) 771-3980 or email [hhoppe@usgs.gov](mailto:hhoppe@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at [ngibbs@usgs.gov](mailto:ngibbs@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,



Richard H. Kropp  
Director, New Jersey Water Science Center

Enc.: 16ENNJ000000030(2)

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$5,800 by the party of the first part during the period  
October 1, 2015 to September 30, 2016
- (b) \$57,470 by the party of the second part during the period  
October 1, 2015 to September 30, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 16ENNJ000000030  
Customer#: 6000000103  
Project #: GC16LJ000010000 /  
GC16LJ000030000  
TIN #: 22-6002470  
USGS DUNS #: 949287064

**USGS Technical Point of Contact**

Name: Heidi Hoppe  
Supervisory Hydrologist  
Address: 3450 Princeton Pike Suite 110  
Lawrenceville, NJ 08648  
Telephone: (609) 771-3980  
Fax: (609) 771-3915  
Email: hhoppe@usgs.gov

**Customer Technical Point of Contact**

Name: James Duprey  
Chief Engineer  
Address: 1525 Main Street, POB 230  
Clifton, NJ 07011  
Telephone: (973) 327-2073  
Fax:  
Email: jgduprey@pvwc.com

**USGS Billing Point of Contact**

Name: Nancy Gibbs  
Administrative Officer  
Address: 3450 Princeton Pike Suite 110  
Lawrenceville, NJ 08648  
Telephone: (609) 771-3910  
Fax: (609) 771-3915  
Email: ngibbs@usgs.gov


**Customer Billing Point of Contact**

Name: Joseph Bella  
Executive Director  
Address: 1525 Main Ave  
Clifton, NJ 07011  
Telephone:  
Fax:  
Email:

U.S. Geological Survey  
United States  
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: Sep 25, 2015  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

FISCAL YEAR 2016 WORKPLAN

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

**Operation and Maintenance**

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

<u>Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)</u>		
01389500	Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY)	\$ 14,200
		<b>\$ 14,200</b>
<u>Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP)</u>		
01389492	Passaic River above Beatties Dam, at Little Falls NJ *DCP funded by NJ Drought Monitoring Network (NJDEP)	\$ 4,950
		<b>\$ 4,950</b>
<u>Continuous-Record 6-Parameter Water-Quality Monitor with Data Collection Platform (DCP)</u> <u>Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity</u>		
405307074090201	Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public	\$ 44,120
		<b>\$ 44,120</b>
	<b>TOTAL</b>	<b>\$ 63,270</b>
	<b>USGS MATCH</b>	<b>\$ 5,800</b>
	<b>PVWC</b>	<b>\$57,470</b>

<b>PROJECT EXPENSES</b>	
Labor	\$23,590
Supplies, Equipment, Travel, Other	\$3,275
Lab (NWQL), Instrumentation (HIF)	\$9,200
Report Prep (Editing, Drafting)	\$0
Total Direct Cost	<u>\$36,065</u>
Total Indirect Cost (Overhead)	<u>\$27,205</u>
<b>TOTAL</b>	<b>\$63,270</b>

**Data Availability**

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at <http://waterdata.usgs.gov/nj/nwis/sw>. The provisional data

CUSTOMER NUMBER: 6000000103  
AGREEMENT NUMBER: 16ENNJ000000030

will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

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

**PASSAIC VALLEY WATER COMMISSION**  
**SHARED SERVICES AGREEMENT (16ENNJ000000030)**  
**WITH USGS**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: Water Resources Investigations for Various Parameters (USGS) for the period continuing through September 30, 2016

Amount of Project or Contract: \$57,470.00

Budget 2016 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

The contract takes effect 10/1/2015 but payments will first be made in 2016.

Date of Certification: October 13, 2015



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

YW:yw

---

**RESOLUTION: 15-117**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**AUTHORIZING A SHARED SERVICES AGREEMENT**  
**(16ENNJ00000031) WITH USGS**

**DATE OF ADOPTION: OCTOBER 21, 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, Purchasing and Finance Departments.

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS,** the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated September 28, 2015 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2016, in cooperation with the U.S. Geological Survey, and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$46,070.00; and



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

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

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

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

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (16ENNJ000000031) with USGS for the period continuing through September 30, 2016; all in accordance with the scope and PVWC's not-to-exceed contribution amount as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement

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

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

  
\_\_\_\_\_

**President**  
**CHRYSTAL CLEAVES**

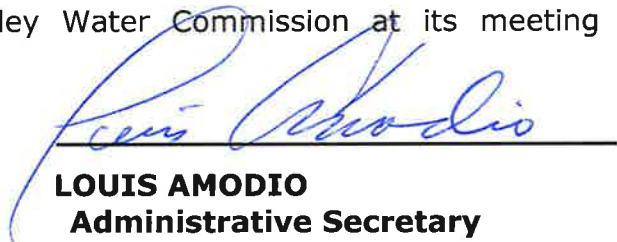
  
\_\_\_\_\_

**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 October 21, 2015.

  
\_\_\_\_\_

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

**PASSAIC VALLEY WATER COMMISSION**

**USGS CORRESPONDENCE DATED SEPTEMBER 28, 2015  
AND SHARED SERVICES AGREEMENT (16ENNJ000000031)  
WITH USGS**

**EXHIBIT A**



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
New Jersey Water Science Center  
3450 Princeton Pike, Suite 110  
Lawrenceville, NJ 08648

September 28, 2015

Linda Beckering  
Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

Dear Mr. Beckering,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2015 through September 30, 2016 in the amount of \$46,070 cash from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$51,870. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **November 1, 2015**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Heidi Hoppe by phone number (609) 771-3980 or email [hhoppe@usgs.gov](mailto:hhoppe@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at [ngibbs@usgs.gov](mailto:ngibbs@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

  
Richard H. Kropp  
Director, New Jersey Water Science Center

Enc.: 16ENNJ000000031(2)

Form 9-1366  
(April 2015)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 16ENNJ000000031  
Customer#: 6000000103  
Project #: GC16LJ000030000  
TIN #: 22-6002470  
USGS DUNS #: 949287064

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2015, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

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

- (a) \$5,800 by the party of the first part during the period  
October 1, 2015 to September 30, 2016
- (b) \$46,070 by the party of the second part during the period  
October 1, 2015 to September 30, 2016
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Form 9-1366  
(April 2015)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 16ENNJ000000031  
Customer#: 6000000103  
Project #: GC16LJ000030000  
TIN #: 22-6002470  
USGS DUNS #: 949287064

**USGS Technical Point of Contact**

Name: Heidi Hoppe  
Supervisory Hydrologist  
Address: 3450 Princeton Pike Suite 110  
Lawrenceville, NJ 08648  
Telephone: (609) 771-3980  
Fax: (609) 771-3915  
Email: hhoppe@usgs.gov

**Customer Technical Point of Contact**

Name: Linda Beckering  
Purchasing Agent  
Address: 1525 Main Avenue  
Clifton, NJ 07011  
Telephone: (973) 340-4315  
Fax: (973) 340-5584  
Email: lbeckering@pvwc.com

**USGS Billing Point of Contact**

Name: Nancy Gibbs  
Administrative Officer  
Address: 3450 Princeton Pike Suite 110  
Lawrenceville, NJ 08648  
Telephone: (609) 771-3910  
Fax: (609) 771-3915  
Email: ngibbs@usgs.gov


**Customer Billing Point of Contact**

Name: Joseph Bella  
Executive Director  
Address: 1525 Main Ave  
Clifton, NJ 07011  
Telephone:  
Fax:  
Email:

U.S. Geological Survey  
United States  
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: Sep 28, 2015  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

FISCAL YEAR 2016 WORKPLAN

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

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a, FOUR CLASSES OF  
ALGAE AND TURBIDITY AT PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

**Problem**

Demands on water resources in New Jersey require the availability of high quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity and chlorophyll-a in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

**Objective and Scope**

To provide a continuous record of turbidity and Chlorophyll-a concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity and Chlorophyll-a concentration will be monitored for the purpose of planning and managing water resources in the Passaic River. Chlorophyll-a is a measure of phytoplankton biomass. Turbidity is a measure of the clarity.

**Approach**

Concentrations of turbidity, total Chlorophyll-a and the four classes of algal Chlorophyll-a will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Both turbidity and Chlorophyll-a monitors will be operated at the existing monitoring station. The monitors will be operated and maintained to record Chlorophyll-a concentrations hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2015 through September 30, 2016.

Water samples will be collected every 3 weeks during the routine inspections from October 1, 2015 through September 30, 2016. The samples will be sent to the USGS National Water Quality Laboratory for analysis of total Chlorophyll-a, total Pheophytin-a and phytoplankton concentrations. The laboratory analyses will be compared to the real-time monitor data to see if the chlorophyll measurements from the BBE sensor correlate with the lab analyses. The equipment will be calibrated as needed to minimize the difference between the laboratory results and the monitor readings.

**Operation and Maintenance**

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

<b><u>Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor</u></b>		
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$15,585
		<b>\$15,585</b>
<b><u>Continuous-Record Chlorophyll (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor</u></b>		
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$36,285
		<b>\$36,285</b>
	<b>TOTAL</b>	<b>\$51,870</b>
	<b>USGS MATCH</b>	<b>\$ 5,800</b>
	<b>PVWC</b>	<b>\$46,070</b>

<b>PROJECT EXPENSES</b>	
Labor	\$15,920
Supplies, Equipment, Travel, Other	\$660
Lab (NWQL), Instrumentation (HIF)	\$16,870
Report Prep (Editing, Drafting)	\$0
Total Direct Cost	\$33,450
Total Indirect Cost (Overhead)	\$18,420
<b>TOTAL</b>	<b>\$51,870</b>

**Data Availability**

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at [http://waterdata.usgs.gov/nj/nwis/uv/?site\\_no=01389005](http://waterdata.usgs.gov/nj/nwis/uv/?site_no=01389005). The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

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



**PASSAIC VALLEY WATER COMMISSION**  
**SHARED SERVICES AGREEMENT (16ENNJ000000031)**  
**WITH USGS**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

Description of Project or Contract: Record of Turbidity and Chlorophyll-A Concentrations in the Passaic River at Two Bridges (USGS) for the period continuing through September 30, 2016

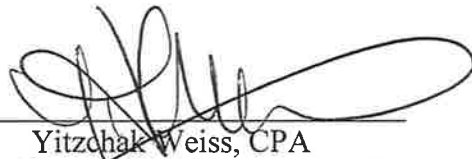
Amount of Project or Contract: \$46,070.00

Budget 2016 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

The contract takes effect 10/1/2015 but payments will first be made in 2016.

Date of Certification: October 13, 2015



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

YW:yw

---

**RESOLUTION: 15-118**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #T1297 13-x-22465 85017**  
**VOICE COMMUNICATIONS NETWORK SERVICES**  
**DATE OF ADOPTION: OCTOBER 21, 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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, Verizon is no longer the services provider for voice communications network services (land lines) under the current New Jersey State Contract; and

**WHEREAS**, the replacement services provider for voice communications services (land lines) under the current New Jersey State Contract #T1297 13-x-22465 85017 (herein the "State Contract") is Broadview Networks; 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 voice communication network services from Broadview Networks (the "Awardee") under the State Contract, and a copy of a memorandum dated October 14, 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**, Broadview Networks leases the land lines from Verizon, and although service will continue to be provided by Verizon, Broadview Networks will manage, perform any repairs, and will handle all billing associated with the said land lines; and

**WHEREAS**, based on the cost savings comparisons for PVWC's local and long distance services, PVWC will enjoy substantial savings

by making this switch, with the actual total dollar amount of the anticipated savings to be dependent on and determined by PVWC's actual usage over the duration of the Contract; 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 State Contract for voice communications network services is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

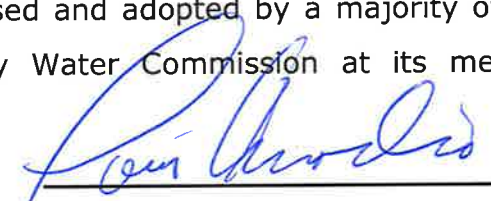
  
 \_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
 \_\_\_\_\_  
**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 October 21, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 14, 2015

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # T1297 13-x-22465 85017**  
**Voice Communications Network Services**

Verizon no longer has the State Contract for voice communications (land lines). The current State Contract has been awarded to Broadview Networks (see attached).

Broadview Networks leases line from Verizon, therefore we will still have service through Verizon, but Broadview will manage it, perform any repairs and do the billing.

Also attached are cost comparisons for our local and long distance services. We will enjoy a substantial annual savings by making this switch.

The switch will take place in stages on weekday evenings, so the transition should be seamless.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓



Governor Chris Christie • Lt. Governor Kim Guadagno  
 Search    
[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

### TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
T1297 13-x-22465	VOICE COMMUNICATIONS NETWORK SERVICES	BROADVIEW NETWORKS	85017
			TOP



[Contact Us](#) | [Privacy Notice](#) | [Legal Statement](#) | [Accessibility Statement](#)

Purchase & Property: [Home](#) | [News](#) | [Directions](#) | [Frequently Asked Questions](#) | [Contact DPP](#)  
 Treasury: [Home](#) | [Services](#) | [People](#) | [Businesses](#) | [Departments/Agencies](#) | [Forms](#) | [Contact Us](#)  
 Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)  
 Copyright © State of New Jersey, 1996-2007  
 This site is maintained by the Division of Revenue and Enterprise Services.



### TERM CONTRACT SEARCH BY TNUMBER

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

T-Number	Title	Vendor	Contract #
T1776 14-x-23147	DATA COMMUNICATIONS NETWORK SERVICES	VERIZON BUSINESS NETWORK	85943
T216A 12-x-22315	WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	82583

[TOP](#)







SpyGlass

Passaic Water Valley Commission - Broadview Networks Local Cost Comparison

Hunt Order	Service Type	Quantity	Current Spend	Total	Broadview Networks State Agreement	New Spend	Savings
<b>Verizon Account 973 340 1308 701 76Y</b>							
	ISDN PRI	1.0	\$390.00	\$390.00	\$356.00	\$356.00	-\$34.00
	DIDs	60.0	\$1.67	\$100.20	\$1.00	\$4.00	-\$96.20
<b>Verizon Account 973 253 3288 512 31Y</b>							
	POTS	9.0	\$19.39	\$174.51	\$16.00	\$144.00	-\$30.51
	POTS	1.0	\$24.35	\$24.35	\$16.00	\$16.00	-\$8.35
<b>Verizon Account 973 237 2020 369 44Y</b>							
	ISDN PRI	1.0	\$390.00	\$390.00	\$356.00	\$356.00	-\$34.00
	DIDs	60.0	\$1.00	\$60.00	\$1.00	\$4.00	-\$56.00
<b>Verizon Account 973 890 5709 518 52Y</b>							
	POTS	6.0	\$19.39	\$116.34	\$16.00	\$96.00	-\$20.34
	POTS	1.0	\$20.09	\$20.09	\$16.00	\$16.00	-\$4.09
<b>Verizon Account 973 785 2080 120 46Y</b>							
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 208 3488 022 75Y</b>							
	POTS	1.0	\$19.39	\$19.39	\$16.00	\$16.00	-\$3.39
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 492 9418 034 98Y</b>							
	POTS	1.0	\$19.39	\$19.39	\$16.00	\$16.00	-\$3.39
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 777 5247 909 34Y</b>							
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 546 1218 550 97Y</b>							
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 942 4098 994 87Y</b>							
	POTS	1.0	\$24.64	\$24.64	\$16.00	\$16.00	-\$8.64
<b>Verizon Account 973 785 0150 609 56Y</b>							
	POTS	2.0	\$19.39	\$38.78	\$16.00	\$16.00	-\$22.78
<b>Verizon Account 973 694 0391 026 14Y</b>							
	POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89

<b>Verizon Account 973 839 4535 386 41Y</b>						
POTS	1.0	\$19.39	\$19.39	\$16.00	\$16.00	-\$3.39
<b>Verizon Account 973 618 1918 024 14Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 956 1454 973 98Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 720 9342 028 68Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 742 7386 675 91Y</b>						
POTS	1.0	\$19.39	\$19.39	\$16.00	\$16.00	-\$3.39
<b>Verizon Account 973 742 2092 058 48Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 785 3611 844 59Y</b>						
POTS	1.0	\$19.39	\$19.39	\$16.00	\$16.00	-\$3.39
<b>Verizon Account 973 278 3093 615 04Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 831 0969 030 92Y</b>						
POTS	1.0	\$24.59	\$24.59	\$16.00	\$16.00	-\$8.59
<b>Verizon Account 973 523 2759 989 99Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 956 1780 992 44Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 790 6378 584 64Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 618 1938 424 91Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 838 0134 993 10Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 345 1426 990 83Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Verizon Account 973 595 1374 991 50Y</b>						
POTS	1.0	\$20.89	\$20.89	\$16.00	\$16.00	-\$4.89
<b>Monthly Totals:</b>			<b>\$1,836.47</b>		<b>\$1,408.00</b>	<b>-\$428.47</b>
				<b>Annual Savings:</b>		<b>-\$5,141.64</b>



SpyGlass

Passaic Valley Water Commission - Broadview Networks Long Distance Rate Comparison						
Call Type	Minutes Used	Current Rate	Total	Competitive Rate	New Spending	Savings
<b>*Verizon Account - 973 340 1308 701 76Y - 2 Month Average</b>						
<b>Switched Outbound</b>						
IntraLATA:	2,417.0	\$0.090	\$216.47	\$0.00	\$0.00	<b>-\$216.47</b>
PIC Fee:	1.0	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>*Verizon Account - 973 237 2020 369 44Y - 2 Month Average</b>						
<b>Switched Outbound</b>						
IntraLATA:	992.0	\$0.030	\$29.76	\$0.00	\$0.00	<b>-\$29.76</b>
PIC Fee:	1.0	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Verizon Account - 131825840 55Y - 2 Month Average</b>						
<b>Switched Outbound</b>						
IntraLATA:	1,058.0	\$0.096	\$101.56	\$0.018	\$19.04	<b>-\$82.52</b>
Intrastate:	384.1	\$0.096	\$36.87	\$0.028	\$10.75	<b>-\$26.12</b>
Interstate:	1,945.3	\$0.095	\$184.80	\$0.028	\$54.47	<b>-\$130.33</b>
Canada:	312.5	\$0.036	\$11.25	\$0.00	\$0.00	<b>-\$11.25</b>
Line Charges:	7.0	\$0.470	\$3.29	\$0.00	\$0.00	<b>-\$3.29</b>
<b>Switched Inbound</b>						
IntraLATA:	1,281.3	\$0.061	\$78.16	\$0.018	\$23.06	<b>-\$55.10</b>
Intrastate:	11.5	\$0.062	\$0.71	\$0.028	\$0.32	<b>-\$0.39</b>
<b>Verizon Account - 973 839 4535 386 41Y - 2 Month Average</b>						
<b>Switched Outbound</b>						
IntraLATA:	44.5	\$0.120	\$5.34	\$0.018	\$0.80	<b>-\$4.54</b>
Line Charges:	2.0	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Verizon Account - Y2474273- 2 Month Average</b>						
<b>Switched Outbound</b>						
Interstate:	2.75	\$0.05	\$0.14	\$0.028	\$0.06	<b>-\$0.06</b>
Carrier Access Charges:	2.0	\$41.83	\$83.66	\$0.00	\$0.00	<b>-\$83.66</b>
Invoice Media Paper:	1.0	\$26.75	\$26.75	\$0.00	\$0.00	<b>-\$26.75</b>
Line Charges:	2.0	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Verizon Account - Y2750780 - 2 Month Average</b>						
<b>Switched Outbound</b>						
<b>Switched to Switched</b>						
IntraLATA:	5.00	\$0.056	\$0.28	\$0.018	\$0.09	<b>-\$0.19</b>
Intrastate:	0.20	\$0.050	\$0.01	\$0.028	\$0.001	<b>-\$0.009</b>
Interstate:	7.75	\$0.030	\$0.23	\$0.028	\$0.22	<b>-\$0.01</b>
Canada:	0.25	\$0.100	\$0.03	\$0.00	\$0.00	<b>-\$0.03</b>
<b>Switched to Local</b>						
Interstate:	2.85	\$0.019	\$0.05	\$0.028	\$0.08	<b>\$0.03</b>
Invoice Media Paper:	1.0	\$25.00	\$25.00	\$0.00	\$0.00	<b>-\$25.00</b>
Line Charges:	10.0	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Monthly Totals:</b>			<b>\$804.36</b>		<b>\$108.91</b>	<b>-\$695.45</b>
<b>Annual Savings:</b>						<b>-\$8,345.40</b>

\*Note: State agreement pricing for PRI services includes a bundle of 10,000 long distance minutes



**DETAILED PROPOSAL**  
**Passaic Valley Water**  
**Commission**  
**October 1, 2015**

Deal Number: **1505086255**  
 Account Executive: **Kathy Harris**  
 Term Length: **3 years**

**Company Information**

**Company Name:** Passaic Valley Water Commission  
**Address:** 1525 Main Ave, Clifton, NJ 07011  
**Main Phone #:** (973) 348-1308  
**Website:**  
**Primary Contact Name:** Michael Gray  
**Primary Contact Phone:** (440)348-9124  
**Primary Contact Email:** mgray@spyglass.net

**Secondary Contact Name:** \_\_\_\_\_  
**Secondary Contact Phone:** \_\_\_\_\_  
**Secondary Contact Email:** \_\_\_\_\_  
**Billing Contact Name:** Michael Gray  
**Billing Contact Phone:** (440)348-9124  
**Billing Contact Email:** mgray@spyglass.net  
**Bill Format:** Paperless Bill

**1525 Main Ave. Clifton, NJ 07011**

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

**Proposed Broadview Configuration**

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	10		16.00***	\$160.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	10		6.23	\$62.30
PICC	10		0.00***	\$0.00
Regulatory Adjustment Fee	10		1.85***	\$18.50
Carrier Cost Recovery	10		1.51	\$15.10
LNP	10		0.30	\$3.00
Wireless LNP	10		0.27	\$2.70
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$261.60</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**



Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

1525 Main Ave. Clifton, NJ 07011

New  
 PRI & POTS  
 Porting:  
 9732533288  
 9733407567  
 9733409349  
 9733409351  
 9733409394  
 9733409518  
 9733409561  
 9735462207  
 9735463508  
 9737727690

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>Broadview PRI</b>				
T1 Configuration: Single T1/PRI	1		0.00	\$0.00
Transport: Standard Transport	1		0.00	\$0.00
Handoff: Standard	1		0.00	\$0.00
Package: 10K Allowance GR	1	0.00***	356.00***	\$356.00
Local Overage Charge			0.008***	USAGE
Regional LD Overage Charge			0.018***	USAGE
IntraState LD Overage Charge			0.018***	USAGE
InterState LD Overage Charge			0.018***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
Blocks of 20 DID numbers	4		1.00***	\$4.00
LNP	1		2.43	\$2.43
PICC	1		0.00***	\$0.00
CCR	1		25.00	\$25.00
Regulatory Adjustment Fee (RAF)	1		9.25***	\$9.25
Mileage Fixed Charge	1		25.00	\$25.00
Mileage Variable Charge	1		0.00	\$0.00
<b>Broadview PRI Sub-Total</b>		<b>\$0.00</b>		<b>\$421.68</b>

\*\*\* Indicates special pricing.

**Additional Information for Broadview PRI**

CPE [If Customer Provided]: Cisco Router Model

CPE [If BVN]: Make, Model, Part Number

REF

Normal installation fees apply.

**Special Instructions for Broadview PRI:**

Customer: **PASSAIC VALLEY WATER COMMISSION**

Deal Number: **1505086255**

1525 Main Ave, Clifton, NJ 07011

New  
PRI & POTS  
EXISTING DIDS:  
ISDN PRI 24.IPZD.429749.1.NJ  
9733401308  
9733404300  
9733404301 - 4319  
9733404320  
9734304321  
9733404322-4339  
9733404340-4359  
9733405580-5599

**Location Sub-Total**

**\$0.00**

**\$683.28**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

800 Union Blvd. Totowa, NJ 07512

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>Broadview PRI</b>				
T1 Configuration: Single T1/PRI	1		0.00	\$0.00
Transport: Standard Transport	1		0.00	\$0.00
Handoff: Standard	1		0.00	\$0.00
Package: 10K Allowance GR	1	0.00***	356.00***	\$356.00
Local Overage Charge			0.008***	USAGE
Regional LD Overage Charge			0.018***	USAGE
IntraState LD Overage Charge			0.018***	USAGE
InterState LD Overage Charge			0.018***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
Blocks of 20 DID numbers	2		1.00***	\$2.00
LNP	1		2.43	\$2.43
PICC	1		0.00***	\$0.00
CCR	1		25.00	\$25.00
Regulatory Adjustment Fee (RAF)	1		9.25***	\$9.25
Mileage Fixed Charge	1		0.00	\$0.00
Mileage Variable Charge	1		0.00	\$0.00
<b>Broadview PRI Sub-Total</b>		<b>\$0.00</b>		<b>\$394.68</b>

\*\*\* Indicates special pricing.

**Additional Information for Broadview PRI**

CPE [If Customer Provided]: Cisco Router Model  
 CPE [If BVN]: Make, Model, Part Number  
 REF

Normal installation fees apply.

**Special Instructions for Broadview PRI:**

New  
 PRI & POTS  
 ISDN PRI 24.DZZD.447484.1.NJ  
 9732371052  
 9732372020  
 9732372021-2079

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

800 Union Blvd, Totowa, NJ 07512

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	8		16.00***	\$128.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	8		6.23	\$49.84
PICC	8		0.00***	\$0.00
Regulatory Adjustment Fee	8		1.85***	\$14.80
Carrier Cost Recovery	8		1.51	\$12.08
LNP	8		0.30	\$2.40
Wireless LNP	8		0.27	\$2.16
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$209.28</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 PRI & POTS  
 Porting:  
 9732561581  
 9732561614  
 9737852080  
 9738129436  
 9738900644  
 9738902493  
 9738905709  
 9738905723

<b>Location Sub-Total</b>	<b>\$0.00</b>	<b>\$603.96</b>
---------------------------	---------------	-----------------



Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

67 Highlander Dr., West Milford, NJ 07480

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 New  
 POTS  
 Porting:  
 9736971284  
 9732083488

**Location Sub-Total** **\$0.00** **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

12 Mathews Ave, Riverdale, NJ 07457

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 Porting:  
 9734929418  
 9738380627

**Location Sub-Total**      **\$0.00**      **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

1401 Broad St, Clifton, NJ 07013

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: Elite Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		7.80***	\$7.80
Local Usage Charge			0.012***	USAGE
Regional LD Usage Charge			0.024***	USAGE
Long Distance Usage Charge			0.024***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$17.96</b>
*** Indicates special pricing.				
<b>Special Instructions for POTS:</b>				
New POTS Porting: 9737775247				
<b>Location Sub-Total</b>		<b>\$0.00</b>		<b>\$17.96</b>

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

424 Harrison Ave. Lodi, NJ 07644

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 Porting:  
 9735461218

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

70 Church St. Haledon, NJ 07508

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 Porting:  
 9739424098

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

54 Notch Rd. Woodland Park, NJ 07424

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 973 785 0194  
 POTS  
 973 785 0374

POTS  
 9737850194  
 9737850374

**Location Sub-Total** **\$0.00** **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

301 Fairfield Rd. Wayne, NJ 07470

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 New  
 POTS  
 Porting:  
 9736940391

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

40 Geoffrey Way, Wayne, NJ 07470

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 Porting:  
 POTS 9738354304

**Location Sub-Total**      **\$0.00**      **\$26.16**



Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Sunset Rd, Fairfield, NJ 07004

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

NEW  
 POTS  
 PORTING - 9736181918

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

N 10th st. Paterson, NJ 07522

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 NEW  
 POTS  
 Burhans Ave, Patterson NJ 07522 - PUMP Station  
 POTS 973-720-9342  
 POTS 973-956-1454

**Location Sub-Total**      **\$0.00**      **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

New St. Little Falls. NJ 07424

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

NEW  
 POTS  
 973 345 1489  
 POTS  
 973 742 2092

**Location Sub-Total**      **\$0.00**      **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**

Deal Number: **1505086255**

Old Rifle Camp Rd. Little Falls, NJ 07424

Site Contact: Michael Gray Site TN: (440) 348-9124 Site Email: mgray@spyglass.net

Vendor (PBX) Contact: \_\_\_\_\_ Vendor TN: \_\_\_\_\_ Vendor Email: \_\_\_\_\_

Demarc: \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	2		16.00***	\$32.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	2		6.23	\$12.46
PICC	2		0.00***	\$0.00
Regulatory Adjustment Fee	2		1.85***	\$3.70
Carrier Cost Recovery	2		1.51	\$3.02
LNP	2		0.30	\$0.60
Wireless LNP	2		0.27	\$0.54
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$52.32</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
POTS  
9732783093  
9737852095

**Location Sub-Total** **\$0.00** **\$52.32**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Jackson Ave. pompton plains, NJ 07444

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 New  
 POTS 9738310969

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Grand St. Paterson, NJ 07501

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		7.80***	\$7.80
Local Usage Charge			0.012***	USAGE
Regional LD Usage Charge			0.024***	USAGE
Long Distance Usage Charge			0.024***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$17.96</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 New  
 POTS  
 973 523 2759

<b>Location Sub-Total</b>	<b>\$0.00</b>	<b>\$17.96</b>
---------------------------	---------------	----------------

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Browne Ave, Haledon, NJ 07508

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 973 956 1780

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Maple St, Paterson, NJ 07522

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

NEW  
 POTS  
 PORTING -POTS 9737906378

**Location Sub-Total**      **\$0.00**      **\$26.16**



Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Beverly Rd. Caldwell, NJ 07006

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

New  
 POTS  
 973 618 1938

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

High Crest Dr, West Milford, NJ 07480

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

NEW  
 POTS  
 Porting POTS - 9738380134

**Location Sub-Total**      **\$0.00**      **\$26.16**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

E Park Dr, Paterson, NJ 07504

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: Elite Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		7.80***	\$7.80
Local Usage Charge			0.012***	USAGE
Regional LD Usage Charge			0.024***	USAGE
Long Distance Usage Charge			0.024***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$17.96</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**

POTS  
973 618 1938

**Location Sub-Total**      **\$0.00**      **\$17.96**

Customer: **PASSAIC VALLEY WATER COMMISSION**  
 Deal Number: **1505086255**

Redwood Ave. Paterson, NJ 07522

**Site Contact:** Michael Gray      **Site TN:** (440) 348-9124      **Site Email:** mgray@spyglass.net  
**Vendor (PBX) Contact:** \_\_\_\_\_      **Vendor TN:** \_\_\_\_\_      **Vendor Email:** \_\_\_\_\_  
**Demarc:** \_\_\_\_\_

Proposed Broadview Configuration

Product	Quantity	Total Install	Unit Price	Monthly Total
<b>POTS</b>				
Rate Plan: ClearPak Measured 4.0	1		0.00	\$0.00
Line Charge (existing lines)	1		16.00***	\$16.00
Local Usage Charge			0.014***	USAGE
Regional LD Usage Charge			0.028***	USAGE
Long Distance Usage Charge			0.028***	USAGE
International Calling Plan: Global Business Basic	1		0.00	\$0.00
FCC	1		6.23	\$6.23
PICC	1		0.00***	\$0.00
Regulatory Adjustment Fee	1		1.85***	\$1.85
Carrier Cost Recovery	1		1.51	\$1.51
LNP	1		0.30	\$0.30
Wireless LNP	1		0.27	\$0.27
<b>POTS Sub-Total</b>		<b>\$0.00</b>		<b>\$26.16</b>

\*\*\* Indicates special pricing.

**Special Instructions for POTS:**  
 New  
 POTS  
 Porting 9735951374

**Location Sub-Total** **\$0.00** **\$26.16**

<b>TOTALS</b>	<b>\$0.00</b>	<b>\$1,942.80</b>
---------------	---------------	-------------------

**Total projected one-time fees** including install fees, professional services, and equipment required to configure services:  
**\$0.00**

This detailed proposal was prepared by Broadview Networks exclusively for **Passaic Valley Water Commission**.

**RESOLUTION: 15-119**  
**PASSAIC VALLEY WATER COMMISSION**  
**RESOLUTION AUTHORIZING AN**  
**SHARED SERVICES AGREEMENT WITH THE**  
**CITY OF GARFIELD**

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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") and the City of Garfield are desirous of entering into a shared services agreement for meter replacement, meter reading, and customer billing and collection services, and other miscellaneous services; and

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

**WHEREAS**, PVWC and the City of Garfield are such entities; and

**WHEREAS**, a copy of the agreement between PVWC and the City of Garfield (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the term of the Agreement shall be for a period of five (5) years from the said date the Agreement is fully executed, with an option to automatically extend the Agreement for an additional period for a total contract duration of ten (10) years; and

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

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


1. That the Commission hereby authorizes and approves the Agreement between PVWC and the City of Garfield.
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**

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

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


  
 \_\_\_\_\_  
**President**  
**CHYRSTAL CLEAVES**

  
 \_\_\_\_\_  
**Secretary**  
**THOMAS DEVITA**

**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 January 21, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES AGREEMENT WITH THE  
CITY OF GARFIELD**

**For Meter Replacement, Meter Reading, and  
Customer Billing and Collection Services**

**EXHIBIT A**

**SHARED SERVICES AGREEMENT  
PASSAIC VALLEY WATER COMMISSION AND  
THE CITY OF GARFIELD**

**For Meter Replacement, Meter Reading,  
Customer Billing and Collection Services, and  
Other Miscellaneous Services**

**THIS SHARED SERVICES AGREEMENT** (herein called the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, (hereinafter referred to as "Commission" or "PVWC"), and the City of Garfield, a municipal corporation of the State of New Jersey, with its principal offices located at 111 Outwater Lane, Garfield, New Jersey 07026, hereinafter referred to as "City" (Commission and City are also individually sometimes referred to herein as "Party" and collectively as "Parties").

**WITNESSETH**

**WHEREAS,** the City operates a water distribution system (the "System") within the geographic limits of the City and has decided to seek the assistance of PVWC for meter replacement, meter reading, customer billing and collection services, and other miscellaneous services (also referred to herein as the "Services"); and

**WHEREAS,** PVWC provides similar services for municipalities and other entities served by PVWC and is willing and able to provide similar services to the City; and

**WHEREAS,** it is the mutual desire of the Parties, and the Parties have agreed, to enter into an agreement (herein the "Agreement") authorized under the Inter-local Services Act, N.J.S.A. 40:8A-1 et seq. (the "Act") to provide the Services for Customers of the System;

**WHEREAS,** the City and the Commission have determined that public health, safety, and welfare of the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide said Services (as such terms are hereinafter defined) to provide for meter replacement, meter reading, and customer billing and collection services for the Customers of the System;

**NOW THEREFORE,** in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:



**ARTICLE I**  
**DEFINITIONS**

**SECTION 101. Definitions.**

The following definitions shall apply to and are used in this Agreement:

"Accounts" shall mean Monthly Accounts and Quarterly Accounts.

"Agreement" shall mean the agreement as set forth herein for the Services, by and between the City and PVWC, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"City Water System" (Also referred to herein as "System") shall mean the City's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the City in connection with the supply, transmission and/or distribution of water to users of the City Water System located in the geographical boundaries of the City.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which the administrative offices of the City or PVWC are authorized or obligated by law to be closed.

"Customers" (also referred to herein as "City Customers") shall mean owners of property, as identified on the tax rolls of the City, which are connected to the system and have the right to connect to the system.

"Customer List" shall mean the list of Customers provided by the City to PVWC under Article II of this Agreement, as the same is maintained and updated by PVWC during the Term of the Agreement.

"Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, an act of terrorism, acts of any public enemy, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the City's obligation to tender timely payments to PVWC shall be unconditional and absolute.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Monthly" shall mean 12 times a year on or before the eighth day of each calendar month.

"Monthly Account" shall mean a Customer of the City that PVWC bills for water system use on a Monthly basis

"Quarterly" shall mean four times a year at regularly scheduled intervals consistent with the City's current meter reading schedule.

"Quarterly Account" shall mean any Account which is not a Monthly Account.

"Services" shall mean the Services to be provided by PVWC as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

"Usage" shall mean the volume of water used by a Customer of the City's Water System as identified and billed by PVWC.

**SECTION 102. Miscellaneous.**

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words: "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words: "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles, Sections, and Schedules shall, unless the context specifies otherwise, refer to this Agreement.

**ARTICLE II**  
**SCOPE OF SERVICES**

**SECTION 201. Overview of Scope of Services.**

As of the Effective Date of the Agreement, and during the Term of this Agreement, PVWC shall provide the Services set forth herein.

PVWC will provide the City with water meter replacement, meter reading, and customer service including customer billing and collection services for the City's Water System. The scope of work associated with PVWC's and City's efforts is described below, along with cost information related thereto.

**SECTION 202. Water Meter Installations and Related Services.**

A. The Commission will replace outdated or malfunctioning meters, unless otherwise directed by the City, and will replace said meters as required and in accordance with the payment schedule included herewith. Replacement of water meters for City's Customers will be based on a schedule and appointment times set up by PVWC. Water meter installations will be performed by PVWC employees who will remove the existing meter and install the new meter provided by PVWC. In addition, PVWC will furnish and install a new signal wire as required from the replacement meter to the outside of the building or meter vault and will furnish and install a touch pad to allow remote meter reading by PVWC. New meters will be supplied by PVWC and will be manufactured by a manufacturer specified by PVWC. Valves, if damaged by PVWC during meter replacement, will be replaced by PVWC at PVWC's expense. If additional work is necessary to facilitate the said meter replacement (such as replacement of faulty or inaccessible valves and any excavation, or other work, related thereto), PVWC will replace or repair curb boxes

and/or valves at applicable additional costs as stipulated hereinafter. PVWC will not be responsible for any modifications or additions to the Customer's (or the City's) existing piping, regardless of where the said piping is located.

B. Rates related to water meter installations, and rates for other services, shall be as set forth in the schedule of rates and charges (the "Schedule") which is attached hereto and made a part hereof as Exhibit B. Under this Agreement, PVWC reserves the right to revise these rates in future years, once per year, for the duration of the Term of the Agreement. It is intended that any and all such revisions to the said fees and charges would be applied by PVWC as required to offset increases in direct costs of materials, labor and energy, recurring annual license, maintenance and support fees, invoice processing, postage and stationary, and similar expense increase, as well as a reasonable allowance for increases in PVWC's administrative and general overhead.

C. Reimbursement will be paid to PVWC by the City on a monthly basis for the Term of the Agreement, including any renewal period in the event this Agreement is renewed for the additional period set forth in Article 302.

D. PVWC will be responsible for the proper disposal of the existing water meters and will collect and retain any and all salvage value, through public auction or other suitable means, for the said existing meters.

**SECTION 203. Meter Reading Services.**

A. PVWC, through its staff and/or through its meter reading services provider, as determined by PVWC, and as may be changed from time to time at PVWC's sole discretion, will conduct all water meter reading, including exception and final reads.

B. PVWC will coordinate all water meter readings and will schedule appointments for special readings (such as exception reads and final reads). Customers will schedule appointments for special readings directly with PVWC's customer service department.

C.

**SECTION 204. Customer Billing Services.**

A. PVWC will respond to direct Customer inquiries with regard to Customer Accounts and Customer billings. For all other Customer inquiries, including but without implied limitation, those related to field services such as water leaks, water quality concerns, building contractors' needs, and the like, PVWC will forward same to the City's Department of Public Works, and/or other City agency, or agencies, as designated by the City.

B. Both PVWC's quarterly reads as well as PVWC special reads will be electronically transferred into the billing system. PVWC will invoice accounts based on the actual meter readings as provided. Bills in exception will either be estimated or sent out for a reading verification at PVWC's sole discretion.

C. After each billing update is completed, PVWC, through its staff and/or through its printing services provider, as determined by PVWC, and as may be changed from time to time at PVWC's sole discretion, will print the water billing invoices. Regular billing shall be one time each quarter. Exception billing shall be as required. Billing invoices will be mailed via first class and will include an addressed return envelope. Bill headers, mailing envelopes, and return envelopes for Customer billing invoices will be formatted specifically for the City of Garfield's customers.

D. Exception reports provided by the billing system will be used to detect no-reads, consumption variations (unaccountable water loss) as well as other billing inconsistencies. Exception bills resulting from these exception reports will be processed manually on an individual basis by PVWC staff.

E. PVWC will provide the City with consumption, revenue and aging reports on a monthly basis.

**SECTION 205. Costs for Commission Services Related to Meter Reading and Billing.**

A. Based on approximately 6,500 Quarterly Accounts, PVWC's fees per month for recurring annual license, maintenance and support fees, invoice processing, postage, and stationary shall be \$13,981.10.

B. In the event that these direct costs to PVWC (for the said recurring annual license, maintenance and support fees, invoice processing, postage, and stationary) increase, PVWC reserves the right to revise the monthly fee stipulated hereinabove accordingly. The said monthly fee shall accrue from the Effective Date of the Agreement and shall be paid to PVWC by the City on a monthly basis for the Term of the Agreement.

**SECTION 206. Collections.**

A. Customer payments shall be mailed directly to a Commission lockbox designated solely for the City of Garfield, Water Collector. "Capital One" is PVWC's current lockbox services provider. Customer checks shall be made payable to "City of Garfield, Water Collector". PVWC reserves the right to change this lockbox services provider from time to time at PVWC's sole discretion. Bank deposits will be entered by PVWC's lockbox services provider on a daily basis. Data collected will be transferred electronically every Business Day and payments will be posted to Customer accounts within 24 hours thereafter.

B. PVWC will provide and maintain a drop-box at City Hall where City Customers can continue to make payments via check or money order only. Cash payments will only be accepted at PVWC's Clifton Office. In the event that PVWC receives cash payments inadvertently placed in the drop-box by City Customers, said cash payments will be collected and processed by PVWC, and not by the City, at PVWC's Clifton location, or such other central location as PVWC may deem advisable in the future.

C. On-line and over-the-phone credit card payment options will also be made available to City Customers.

D. Revenue transfers from PVWC to the City will be processed one time per month on or before the eighth Business Day of each month for the Term of the Agreement.

**SECTION 207. Collections for Delinquent Accounts.**

A. Payments are due by the 30<sup>th</sup> day following the date of the billing invoice (the date of the billing invoice will be printed on each Customer's billing invoice). On day 31, a delinquent notice will be printed and mailed by PVWC to the Customer indicating that payment is overdue. A finance charge of one (1) percent shall be applied for each 30-day period that an account is overdue. On the 60<sup>th</sup> day, a Final Notice will be generated and mailed by PVWC. On the 67<sup>th</sup> day, a shutoff list will be generated by PVWC. PVWC will then proceed to interrupt service to these properties and a service restoration fee ("Delinquency Turn-on" fee) as set forth in Section 202 hereinabove (as may be modified by PVWC in future years in accordance with the provisions of Article II), will be added to each account. PVWC will collect and retain all of these restoration fees.

If additional work is necessary to facilitate the said delinquency turnoffs (such as replacement of faulty or inaccessible valves and any excavation, or other work, related thereto), the Commission will replace or repair curb boxes and/or valves at applicable additional costs as stipulated hereinafter. The Commission will not be responsible for any modifications or additions to the Customer's (or the City's) existing piping, nor for any costs or other expenses related to same, regardless of where the said piping is located.

B. In order to accommodate hardship accounts, PVWC can offer a payment plan using a schedule established whereby monthly payments are made to satisfy overdue accounts and yet require all current charges to be satisfied in full within 30 days of invoicing. For any and all such hardship accounts, the finance charge stipulated hereinabove, of one (1) percent applied for each 30-day period that an account is overdue, shall apply. PVWC personnel will issue payment plans as necessary and will input and monitor the payment plans. In the event of Customer default, PVWC personnel would interrupt service to the Customer's property or properties.

**ARTICLE III**

**COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT**

**SECTION 301. Commencement of Services.**

PVWC shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement with billing to begin immediately.

**SECTION 302. Term and Renewal of Agreement.**

The term of the Agreement shall be for a period of five (5) years from the Effective Date of the Agreement. Unless terminated pursuant to Article VII, this Agreement shall be renewed automatically for additional term of five (5) years, unless City

serves a written notice of termination upon the Commission not less than one (1) year before the expiration date of the initial term or any additional term of this Agreement.

**ARTICLE IV  
CITY RESPONSIBILITIES AND COMPENSATION**

**SECTION 401. City Responsibilities.**

The City shall maintain responsibility for the following items:

1. Satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom; and
2. Provide, in a timely fashion, to PVWC any information reasonably necessary to enable PVWC to perform the Services contemplated hereby; and
3. Make payments to PVWC for the Services in accordance with Article II and this Article IV hereof.

**SECTION 402. Payments to PVWC.**

In consideration for the services provided by PVWC pursuant to this Agreement, and for the Term of the Agreement, the City agrees to pay PVWC as set forth in Article II. The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in Article II (as may be modified by PVWC in future years in accordance with the provisions of Article II) shall be compensation for applicable Services rendered under this Agreement.

**ARTICLE V  
AFFIRMATIVE ACTION REQUIREMENTS**

**SECTION 501. Affirmative Action.**

During the performance of this contract, the Parties agree as follows:

- a) The Parties 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 Parties 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 Parties agree 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 Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, 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 Parties 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 Party's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Parties agree 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 Parties agree 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 Parties agree 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) Each Party 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 Parties agree 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 Parties 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 Parties 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.

**SECTION 502. Incorporation of Legal Requirements.**

In the event that any contractual provisions which are required by law have been omitted, or in the event that this Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.

**ARTICLE VI  
INSURANCE REQUIREMENTS**

**SECTION 601. Comprehensive General Liability Insurance.**

During the Term of this Agreement, the Parties shall provide and maintain, at their cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect each other and their employees, subcontractors, agents and the said Parties from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Parties or any subcontractor or agent or anyone directly or indirectly employed by PVWC or its subcontractors. The policy limits for such insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance or through self-insurance or joint insurance pools.

**SECTION 602. Automobile Liability Insurance.**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on the other Party's policy. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

**SECTION 603. Workers' Compensation Insurance.**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

**SECTION 604. Right to Subrogation.**

Each insurance policy required set forth in this Article VI shall provide that neither of the Parties, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII  
DEFAULT**

**SECTION 701. Event of Default.**

A. With the exception of the obligation of the City to make payment to PVWC as set forth in the Agreement, failure by either Party to perform any material obligation of this Agreement within sixty (60) days of written notice by the non-defaulting Party shall constitute an Event of Default; provided, however, that if the defaulting party is making reasonable efforts to cure such default, than failure to cure shall not constitute an Event of Default for a further thirty (30) days.

B. Failure of the City to make payments to PVWC within sixty (60) days of receipt of invoice shall constitute an Event of Default without further notice. Interest shall accrue and be immediately due and payable for any monies due more than thirty (30) days from receipt of invoice.

**SECTION 702. Obligation to Perform.**

Each of the Parties shall be obligated to fully perform the services required by this Agreement through the Term of the Agreement.

**SECTION 703. Non-Waiver.**

A. The failure of either party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect their rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.

B. Any payment made by the City to PVWC under the terms of this Agreement shall not be deemed a waiver of either Party's rights to seek damages from the non-

defaulting Party with respect to the Services performed, and other obligations of the Parties, pursuant to this Agreement.

**ARTICLE VIII.  
EVENT OF FORCE MAJEURE**

**SECTION 801. Event of Force Majeure.**

A. If by reason of any Event of Force Majeure, either Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.

B. An Event of Force Majeure during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the City's management and control of the System would justify termination of this Agreement.

C. An Event of Force Majeure which causes a material impact to the performance of Services by PVWC, or which materially impacts the terms, conditions and obligations affecting performance of either Party, will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE IX  
INDEMNIFICATION**

**SECTION 901. Indemnification.**

Each Party shall defend, indemnify and save harmless the other Party, and their officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either Party) resulting from any negligent act or omission or from the willful misconduct of either Party, or both Parties, by any of their officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE X  
ASSIGNMENT AND DELEGATION**

**SECTION 1001. Assignment and Delegation.**

The City shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm,

potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

**SECTION 1106. Merger Clause.**

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

**SECTION 1107. Binding Agreement.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

**SECTION 1108. Modifications.**

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument approved by each Party hereto.

**SECTION 1109. Severability.**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

**SECTION 1110. Availability of Funds.**

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform the said Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

**SECTION 1111. Notices.**

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

**SECTION 1111. Filing of Agreement with the Division of Local Governmental Services.**

AA copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

**WITNESS:**

**CITY OF GARFIELD**

By: \_\_\_\_\_

THOMAS J. DUCH  
City MANAGER

By: \_\_\_\_\_

TANA M. RAYMOND  
Mayor

**WITNESS:**

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_

LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_

CHRYSTAL CLEEVES  
President

**PASSAIC VALLEY WATER COMMISSION  
SCHEDULE OF RATES AND CHARGES  
YEAR 2015  
TABLE A**

**STATE OF NEW JERSEY:**

**:SS:**

**COUNTY OF PASSAIC :**

**BE IT REMEMBERED,** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CHRYSTAL CLEAVES who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Commissioners of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary

**STATE OF NEW JERSEY:**

**:SS:**

**COUNTY OF BERGEN :**

**BE IT REMEMBERED,** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the \_\_\_\_\_ of the City of Garfield, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that \_\_\_\_\_ is the \_\_\_\_\_ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the \_\_\_\_\_ of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said \_\_\_\_\_, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary



**RESOLUTION:15-120**  
**PASSAIC VALLEY WATER COMMISSION**  
**RESOLUTION AUTHORIZING AN**  
**SHARED SERVICES AGREEMENT WITH THE**  
**BOROUGH OF ELMWOOD PARK**

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: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

**WHEREAS**, Passaic Valley Water Commission ("PVWC") and the Borough of Elmwood Park are desirous of entering into a shared services agreement for meter replacement, meter reading, and customer billing and collection services, and other miscellaneous services; and

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

**WHEREAS**, PVWC and the Borough of Elmwood Park are such entities; and

**WHEREAS**, a copy of the agreement between PVWC and the Borough of Elmwood Park (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the term of the Agreement shall be for a period of five (5) years from the said date the Agreement is fully executed, with an option to automatically extend the Agreement for an additional period for a total contract duration of ten (10) years; and

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

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

1. That the Commission hereby authorizes and approves the Agreement between PVWC and the Borough of Elmwood Park.
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**

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

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


  
 \_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
 \_\_\_\_\_  
**Secretary**  
**THOMAS DEVITA**

**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 January 21, 2015.

  
 \_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**SHARED SERVICES AGREEMENT WITH THE  
BOROUGH OF ELMWOOD PARK**

**For Meter Replacement, Meter Reading, and  
Customer Billing and Collection Services**

**EXHIBIT A**

**SHARED SERVICES AGREEMENT  
PASSAIC VALLEY WATER COMMISSION AND  
THE BOROUGH OF ELMWOOD PARK**

**For Meter Replacement, Meter Reading,  
Customer Billing and Collection Services, and  
Other Miscellaneous Services**

**THIS SHARED SERVICES AGREEMENT** (herein called the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, (hereinafter referred to as "Commission" or "PVWC"), and the Borough of Elmwood Park, a municipal corporation of the State of New Jersey, with its principal offices located at 182 Elmwood Park, Elmwood Park, New Jersey 07407, hereinafter referred to as "Borough" (Commission and Borough are also individually sometimes referred to herein as "Party" and collectively as "Parties").

**WITNESSETH**

**WHEREAS**, the Borough operates a water distribution system (the "System") within the geographic limits of the Borough and has decided to seek the assistance of PVWC for meter replacement, meter reading, customer billing and collection services, and other miscellaneous services (also referred to herein as the "Services"); and

**WHEREAS**, PVWC provides similar services for municipalities and other entities served by PVWC and is willing and able to provide similar services to the Borough; and

**WHEREAS**, it is the mutual desire of the Parties, and the Parties have agreed, to enter into an agreement (herein the "Agreement") authorized under the Inter-local Services Act, N.J.S.A. 40:8A-1 et seq. (the "Act") to provide the Services for Customers of the System;

**WHEREAS**, the Borough and the Commission have determined that public health, safety, and welfare of the residents of the Borough can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide said Services (as such terms are hereinafter defined) to provide for meter replacement, meter reading, and customer billing and collection services for the Customers of the System;

**NOW THEREFORE**, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Borough and the Commission, each for itself, its successors and assigns, if any, do mutually covenant, promise and agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**SECTION 101. Definitions.**

The following definitions shall apply to and are used in this Agreement:

"Accounts" shall mean Monthly Accounts and Quarterly Accounts.

"Agreement" shall mean the agreement as set forth herein for the Services, by and between the Borough and PVWC, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Borough Water System" (Also referred to herein as "System") shall mean the Borough's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Borough in connection with the supply, transmission and/or distribution of water to users of the Borough Water System located in the geographical boundaries of the Borough.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which the administrative offices of the Borough or PVWC are authorized or obligated by law to be closed.

"Customers" (also referred to herein as "Borough Customers") shall mean owners of property, as identified on the tax rolls of the Borough, which are connected to the system and have the right to connect to the system.

"Customer List" shall mean the list of Customers provided by the Borough to PVWC under Article II of this Agreement, as the same is maintained and updated by PVWC during the Term of the Agreement.

"Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or

complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, an act of terrorism, acts of any public enemy, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Borough's obligation to tender timely payments to PVWC shall be unconditional and absolute.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Monthly" shall mean 12 times a year on or before the eighth day of each calendar month.

"Monthly Account" shall mean a Customer of the Borough that PVWC bills for water system use on a Monthly basis

"Quarterly" shall mean four times a year at regularly scheduled intervals consistent with the Borough's current meter reading schedule.

"Quarterly Account" shall mean any Account which is not a Monthly Account.

"Services" shall mean the Services to be provided by PVWC as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

"Usage" shall mean the volume of water used by a Customer of the Borough's Water System as identified and billed by PVWC.

**SECTION 102. Miscellaneous.**

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words: "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words: "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles, Sections, and Schedules shall, unless the context specifies otherwise, refer to this Agreement.

**ARTICLE II  
SCOPE OF SERVICES**

**SECTION 201. Overview of Scope of Services.**

As of the Effective Date of the Agreement, and during the Term of this Agreement, PVWC shall provide the Services set forth herein.

PVWC will provide the Borough with water meter replacement, meter reading, and customer service including customer billing and collection services for the Borough's Water System. The scope of work associated with PVWC's and Borough's efforts is described below, along with cost information related thereto.

**SECTION 202. Water Meter Installations and Related Services.**

A. The Commission will replace outdated or malfunctioning meters, unless otherwise directed by the Borough, and will replace said meters as required and in accordance with the payment schedule included herewith. Replacement of water meters for Borough's Customers will be based on a schedule and appointment times set up by PVWC. Water meter installations will be performed by PVWC employees who will remove the existing meter and install the new meter provided by PVWC. In addition, PVWC will furnish and install a new signal wire as required from the replacement meter to the outside of the building or meter vault and will furnish and install a touch pad to allow remote meter reading by PVWC. New meters will be supplied by PVWC and will be manufactured by a manufacturer specified by PVWC. Valves, if damaged by PVWC during meter replacement, will be replaced by PVWC at

PVWC's expense. If additional work is necessary to facilitate the said meter replacement (such as replacement of faulty or inaccessible valves and any excavation, or other work, related thereto), PVWC will replace or repair curb boxes and/or valves at applicable additional costs as stipulated hereinafter. PVWC will not be responsible for any modifications or additions to the Customer's (or the Borough's) existing piping, regardless of where the said piping is located.

B. Rates related to water meter installations, and rates for other services, shall be as set forth in the schedule of rates and charges (the "Schedule") which is attached hereto and made a part hereof as Exhibit B. Under this Agreement, PVWC reserves the right to revise these rates in future years, once per year, for the duration of the Term of the Agreement. It is intended that any and all such revisions to the said fees and charges would be applied by PVWC as required to offset increases in direct costs of materials, labor and energy, recurring annual license, maintenance and support fees, invoice processing, postage and stationary, and similar expense increase, as well as a reasonable allowance for increases in PVWC's administrative and general overhead.

C. Reimbursement will be paid to PVWC by the Borough on a monthly basis for the Term of the Agreement, including any renewal period in the event this Agreement is renewed for the additional period set forth in Article 302.

D. PVWC will be responsible for the proper disposal of the existing water meters and will collect and retain any and all salvage value, through public auction or other suitable means, for the said existing meters.

**SECTION 203. Meter Reading Services.**

A. PVWC, through its staff and/or through its meter reading services provider, as determined by PVWC, and as may be changed from time to time at PVWC's sole discretion, will conduct all water meter reading, including exception and final reads.

B. PVWC will coordinate all water meter readings and will schedule appointments for special readings (such as exception reads and final reads). Customers will schedule appointments for special readings directly with PVWC's customer service department.

**SECTION 204. Customer Billing Services.**

A. PVWC will respond to direct Customer inquiries with regard to Customer Accounts and Customer billings. For all other Customer inquiries, including but without implied limitation, those related to field services such as water leaks, water quality concerns, building contractors' needs, and the like, PVWC will forward same to the Borough's Department of Public Works, and/or other Borough agency, or agencies, as designated by the Borough.

B. Both PVWC's quarterly reads as well as PVWC special reads will be electronically transferred into the billing system. PVWC will invoice accounts based



on the actual meter readings as provided. Bills in exception will either be estimated or sent out for a reading verification at PVWC's sole discretion.

C. After each billing update is completed, PVWC, through its staff and/or through its printing services provider, as determined by PVWC, and as may be changed from time to time at PVWC's sole discretion, will print the water billing invoices. Regular billing shall be one time each quarter. Exception billing shall be as required. Billing invoices will be mailed via first class and will include an addressed return envelope. Bill headers, mailing envelopes, and return envelopes for Customer billing invoices will be formatted specifically for the Borough of Elmwood Park's customers.

D. Exception reports provided by the billing system will be used to detect no-reads, consumption variations (unaccountable water loss) as well as other billing inconsistencies. Exception bills resulting from these exception reports will be processed manually on an individual basis by PVWC staff.

E. PVWC will provide the Borough with consumption, revenue and aging reports on a monthly basis.

**SECTION 205. Costs for Commission Services Related to Meter Reading and Billing.**

A. Based on approximately 5,450 Quarterly Accounts, PVWC's fees per month for recurring annual license, maintenance and support fees, invoice processing, postage, and stationary shall be as follows:

2015: \$5,556  
2016: \$7,097  
2017: \$8,638  
2018: \$10,179  
2019: \$11,720

B. In the event that these direct costs to PVWC (for the said recurring annual license, maintenance and support fees, invoice processing, postage, and stationary) increase, PVWC reserves the right to revise the monthly fee stipulated hereinabove accordingly. The said monthly fee shall accrue from the Effective Date of the Agreement and shall be paid to PVWC by the Borough on a monthly basis for the Term of the Agreement.

**SECTION 206. Collections.**

A. Customer payments shall be mailed directly to a Commission lockbox designated solely for the Borough of Elmwood Park, Water Collector. "Capital One" is PVWC's current lockbox services provider. Customer checks shall be made payable to "Borough of Elmwood Park, Water Collector". PVWC reserves the right to change this lockbox services provider from time to time at PVWC's sole discretion. Bank deposits will be entered by PVWC's lockbox services provider on a daily basis. Data collected will be transferred electronically every Business Day and payments will be posted to Customer accounts within 24 hours thereafter.

B. PVWC will provide and maintain a drop-box at Borough Hall where Borough Customers can continue to make payments via check or money order only. Cash payments will only be accepted at PVWC's Clifton Office. In the event that PVWC receives cash payments inadvertently placed in the drop-box by Borough Customers, said cash payments will be collected and processed by PVWC, and not by the Borough, at PVWC's Clifton location, or such other central location as PVWC may deem advisable in the future.

C. On-line and over-the-phone credit card payment options will also be made available to Borough Customers.

D. Revenue transfers from PVWC to the Borough will be processed one time per month on or before the eighth Business Day of each month for the Term of the Agreement.

**SECTION 207. Collections for Delinquent Accounts.**

A. Payments are due by the 30<sup>th</sup> day following the date of the billing invoice (the date of the billing invoice will be printed on each Customer's billing invoice). On day 31, a delinquent notice will be printed and mailed by PVWC to the Customer indicating that payment is overdue. A finance charge of one (1) percent shall be applied for each 30-day period that an account is overdue. On the 60<sup>th</sup> day, a Final Notice will be generated and mailed by PVWC. On the 67<sup>th</sup> day, a shutoff list will be generated by PVWC. PVWC will then proceed to interrupt service to these properties and a service restoration fee ("Delinquency Turn-on" fee) as set forth in Section 202 hereinabove (as may be modified by PVWC in future years in accordance with the provisions of Article II), will be added to each account. PVWC will collect and retain all of these restoration fees.

If additional work is necessary to facilitate the said delinquency turnoffs (such as replacement of faulty or inaccessible valves and any excavation, or other work, related thereto), the Commission will replace or repair curb boxes and/or valves at applicable additional costs as stipulated hereinafter. The Commission will not be responsible for any modifications or additions to the Customer's (or the Borough's) existing piping, nor for any costs or other expenses related to same, regardless of where the said piping is located.

B. In order to accommodate hardship accounts, PVWC can offer a payment plan using a schedule established whereby monthly payments are made to satisfy overdue accounts and yet require all current charges to be satisfied in full within 30 days of invoicing. For any and all such hardship accounts, the finance charge stipulated hereinabove, of one (1) percent applied for each 30-day period that an account is overdue, shall apply. PVWC personnel will issue payment plans as necessary and will input and monitor the payment plans. In the event of Customer default, PVWC personnel would interrupt service to the Customer's property or properties.

**ARTICLE III**

**COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT**

**SECTION 301. Commencement of Services.**

PVWC shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement with billing to begin immediately.

**SECTION 302. Term and Renewal of Agreement.**

The term of the Agreement shall be for a period of five (5) years from the Effective Date of the Agreement. Unless terminated pursuant to Article VII, this Agreement shall be renewed automatically for additional term of five (5) years, unless Borough serves a written notice of termination upon the Commission not less than one (1) year before the expiration date of the initial term or any additional term of this Agreement.

**ARTICLE IV**

**BOROUGH RESPONSIBILITIES AND COMPENSATION**

**SECTION 401. Borough Responsibilities.**

The Borough shall maintain responsibility for the following items:

1. Satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom; and
2. Provide, in a timely fashion, to PVWC any information reasonably necessary to enable PVWC to perform the Services contemplated hereby; and
3. Make payments to PVWC for the Services in accordance with Article II and this Article IV hereof.

**SECTION 402. Payments to PVWC.**

In consideration for the services provided by PVWC pursuant to this Agreement, and for the Term of the Agreement, the Borough agrees to pay PVWC as set forth in Article II. The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in Article II (as may be modified by PVWC in future years in accordance with the provisions of Article II) shall be compensation for applicable Services rendered under this Agreement.

**ARTICLE V**

**AFFIRMATIVE ACTION REQUIREMENTS**

**SECTION 501. Affirmative Action.**

During the performance of this contract, the Parties agree as follows:

- a) The Parties 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 Parties 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 Parties agree 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 Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, 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 Parties 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 Party's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Parties agree 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 Parties agree 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 Parties agree 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) Each Party 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 Parties agree 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 Parties 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 Parties 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.

**SECTION 502. Incorporation of Legal Requirements.**

In the event that any contractual provisions which are required by law have been omitted, or in the event that this Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.

**ARTICLE VI  
INSURANCE REQUIREMENTS**

**SECTION 601. Comprehensive General Liability Insurance.**

During the Term of this Agreement, the Parties shall provide and maintain, at their cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect each other and their employees, subcontractors, agents and the said Parties from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Parties or any subcontractor or agent or anyone directly or indirectly employed by PVWC or its subcontractors. The policy limits for such insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on the other Party's policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance or through self-insurance or joint insurance pools.

**SECTION 602. Automobile Liability Insurance.**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on the other Party's policy. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

**SECTION 603. Workers' Compensation Insurance.**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

**SECTION 604. Right to Subrogation.**

Each insurance policy required set forth in this Article VI shall provide that neither of the Parties, and neither of the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII  
DEFAULT**

**SECTION 701. Event of Default.**

A. With the exception of the obligation of the Borough to make payment to PVWC as set forth in the Agreement, failure by either Party to perform any material obligation of this Agreement within sixty (60) days of written notice by the non-defaulting Party shall constitute an Event of Default; provided, however, that if the defaulting party is making reasonable efforts to cure such default, than failure to cure shall not constitute an Event of Default for a further thirty (30) days.

B. Failure of the Borough to make payments to PVWC within sixty (60) days of receipt of invoice shall constitute an Event of Default without further notice. Interest shall accrue and be immediately due and payable for any monies due more than thirty (30) days from receipt of invoice.

**SECTION 702. Obligation to Perform.**

Each of the Parties shall be obligated to fully perform the services required by this Agreement through the Term of the Agreement.

**SECTION 703. Non-Waiver.**

A. The failure of either party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect their rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.

B. Any payment made by the Borough to PVWC under the terms of this Agreement shall not be deemed a waiver of either Party's rights to seek damages from the non-defaulting Party with respect to the Services performed, and other obligations of the Parties, pursuant to this Agreement.

## **ARTICLE VIII. EVENT OF FORCE MAJEURE**

### **SECTION 801. Event of Force Majeure.**

A. If by reason of any Event of Force Majeure, either Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.

B. An Event of Force Majeure during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Borough's management and control of the System would justify termination of this Agreement.

C. An Event of Force Majeure which causes a material impact to the performance of Services by PVWC, or which materially impacts the terms, conditions and obligations affecting performance of either Party, will justify an equitable adjustment that increases or decreases the price for performance of Services.

## **ARTICLE IX INDEMNIFICATION**

### **SECTION 901. Indemnification.**

Each Party shall defend, indemnify and save harmless the other Party, and their officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or

death of the officers, agents and employees of either Party) resulting from any negligent act or omission or from the willful misconduct of either Party, or both Parties, by any of their officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE X  
ASSIGNMENT AND DELEGATION**

**SECTION 1001. Assignment and Delegation.**

The Borough shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of PVWC which shall not be unreasonably withheld.

**ARTICLE XI  
MISCELLANEOUS**

**SECTION 1101. Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1102, the Parties agree that the sole venue for any action arising under this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

**SECTION 1102. Arbitration.**

1. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the said claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.

2. Notwithstanding the foregoing paragraph, the Parties agree that any breach of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

**SECTION 1103. Licenses, Permits and Approvals.**

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that one, or both, of the Parties possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, the said Party, or Parties, as applicable, shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

**SECTION 1104. Availability of Funds.**



To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform that Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

**SECTION 1105. Authority to Enter Into Agreement.**

Each party represents that it has the corporate and statutory powers and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will, or has the potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

**SECTION 1106. Merger Clause.**

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

**SECTION 1107. Binding Agreement.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

**SECTION 1108. Modifications.**

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument approved by each Party hereto.

**SECTION 1109. Severability.**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

**SECTION 1110. Availability of Funds.**

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform the said Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

**SECTION 1111. Notices.**

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change

of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

**SECTION 1111. Filing of Agreement with the Division of Local Governmental Services.**

AA copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

**WITNESS:**

**BOROUGH OF ELMWOOD PARK**

By: \_\_\_\_\_

KEITH KAZMARK  
Borough Clerk

By: \_\_\_\_\_

RICHARD A. MOLA  
Mayor

**WITNESS:**

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_

LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_

CHRYSTAL CLEAVES  
President

**PASSAIC VALLEY WATER COMMISSION  
SCHEDULE OF RATES AND CHARGES  
YEAR 2015  
TABLE A**

**STATE OF NEW JERSEY:**

**:SS:**

**COUNTY OF PASSAIC :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared CHRYSTAL CLEAVES who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Commissioners of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary

**STATE OF NEW JERSEY:**

**:SS:**

**COUNTY OF BERGEN :**

**BE IT REMEMBERED,** that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the \_\_\_\_\_ of the Borough of Elmwood Park, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that \_\_\_\_\_ is the \_\_\_\_\_ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the \_\_\_\_\_ of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said \_\_\_\_\_, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary