

COMMITTEE REPORTS

EXECUTIVE DIRECTOR'S REPORT

COMPTROLLER'S REPORT TO THE BOARD OF
COMMISSIONERS

Passaic Valley Water Commission
Overtime Analysis - Executive Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	528,509.80	0.00	518,390.60	0.00	10,119.20	0.00
February		0.00		0.00		0.00
March		0.00		2,522.49		(2,522.49)
April		0.00		0.00		0.00
May		0.00		26.84		(26.84)
June		0.00		0.00		0.00
July		0.00		13.42		(13.42)
August		0.00		0.00		0.00
September		0.00		0.00		0.00
October		0.00		0.00		0.00
November		0.00		0.00		0.00
December				0.00		0.00
	<u>528,509.80</u>	<u>0.00</u>	<u>518,390.60</u>	<u>2,562.75</u>	<u>10,119.20</u>	<u>(2,562.75)</u>
Department Head: Joseph Bella						
Number of Employees: 4						
Total thru Nov	<u>484,467.32</u>	<u>0.00</u>	<u>518,390.60</u>	<u>2,562.75</u>	<u>10,119.20</u>	<u>(2,562.75)</u>
% Change		<u>0.00%</u>		<u>0.49%</u>	<u>1.95%</u>	<u>(100.00%)</u>

* Note that Annual Salary has been ratably adjusted to 11 months.

Passaic Valley Water Commission
 Overtime Analysis - Legal Department
 12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	367,075.80	0.00	295,841.00	365.63	71,234.80	(365.63)
February		0.00		(365.63)		365.63
March		0.00		0.00		0.00
April		0.00		0.00		0.00
May		0.00		0.00		0.00
June		528.87		0.00		528.87
July		761.42		0.00		761.42
August		855.91		8.25		847.66
September		883.52		0.00		883.52
October		883.52		0.00		0.00
November		1,049.18		0.00		1,049.18
December				494.51		(494.51)
				0.00		0.00
	<u>367,075.80</u>	<u>4,962.42</u>	<u>295,841.00</u>	<u>502.76</u>	<u>71,234.80</u>	<u>3,576.14</u>
Department Head: George Hanley						
Number of Employees:	4		3			
Total thru Nov	<u>336,486.15</u>	<u>4,962.42</u>	<u>295,841.00</u>	<u>8.25</u>	<u>71,234.80</u>	<u>4,070.65</u>
% Change	<u>1.47%</u>		<u>0.00%</u>	-	<u>24.08%</u>	<u>49341.21%</u>

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Passaic Valley Water Commission
Overtime Analysis - Engineering Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	670,961.20	1,669.62	657,893.60	1,330.72	13,067.60	338.90
February		1,607.06		605.12		1,001.94
March		979.63		618.65		360.98
April		975.22		0.00		975.22
May		2,887.63		1,711.42		1,176.21
June		2,924.62		545.50		2,379.12
July		5,102.92		1,466.42		3,636.50
August		1,949.13		1,216.10		733.03
September		2,432.64		2,242.66		189.98
October		1,912.67		1,278.26		634.41
November		4,275.88		2,734.27		1,541.61
December				3,330.71		(3,330.71)
	<u>670,961.20</u>	<u>26,717.02</u>	<u>657,893.60</u>	<u>17,079.83</u>	<u>13,067.60</u>	<u>9,637.19</u>
					<u>0.00</u>	<u>0.00</u>
Department Head: James Duprey						
Number of Employees:	9		9			
Total thru Nov	<u>615,047.77</u>	<u>26,717.02</u>	<u>657,893.60</u>	<u>13,749.12</u>	<u>13,067.60</u>	<u>12,967.90</u>
% Change		<u>4.34%</u>		<u>2.09%</u>	<u>1.99%</u>	<u>94.32%</u>

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Passaic Valley Water Commission
Overtime Analysis - Purchasing Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	188,624.80	819.07	185,021.20	354.02	3,603.60	465.05
February		402.59		340.41		62.18
March		666.36		531.04		135.32
April		680.25		1,457.97		(777.72)
May		208.24		285.94		(77.70)
June		97.18		177.01		(79.83)
July		55.53		830.59		(775.06)
August		222.12		531.03		(308.91)
September		291.54		367.64		(76.10)
October		138.83		367.64		(228.81)
November		152.71		231.48		(78.77)
December				653.58		(653.58)
					0.00	0.00
	<u>188,624.80</u>	<u>3,734.42</u>	<u>185,021.20</u>	<u>6,128.35</u>	<u>3,603.60</u>	<u>(2,393.93)</u>
Department Head: Linda Beckering						
Number of Employees:	2		2			
Total thru Nov	<u>172,906.07</u>	<u>3,734.42</u>	<u>185,021.20</u>	<u>5,474.77</u>	<u>3,603.60</u>	<u>(1,740.35)</u>
% Change		<u>2.16%</u>		<u>2.96%</u>	<u>1.95%</u>	<u>(31.79%)</u>

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Passaic Valley Water Commission
Overtime Analysis - Accounting Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	608,699.00	8,979.27	551,096.00	4,111.83	57,603.00	4,867.44
February		8,215.38		3,051.94		5,163.44
March		7,743.35		3,463.41		4,279.94
April		7,341.77		4,160.33		3,181.44
May		11,112.79		5,476.00		5,636.79
June		8,121.00		4,355.32		3,765.68
July		12,084.41		6,921.14		5,163.27
August		8,016.97		6,368.01		1,648.96
September		7,573.94		5,082.75		2,491.19
October		7,711.92		6,995.01		716.91
November		7,101.69		8,747.35		(1,645.66)
December				8,364.03		(8,364.03)
					0.00	0.00
	<u>608,699.00</u>	<u>94,002.49</u>	<u>551,096.00</u>	<u>67,097.12</u>	<u>57,603.00</u>	<u>26,905.37</u>
Department Head: Yitzchak Weiss						
Number of Employees:	9		9			
(Billing dept was moved into Accounting)						
Total thru Nov	<u>557,974.08</u>	<u>94,002.49</u>	<u>551,096.00</u>	<u>58,733.09</u>	<u>57,603.00</u>	<u>35,269.40</u>
% Change		<u>16.85%</u>		<u>10.66%</u>	<u>10.45%</u>	<u>60.05%</u>

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Passaic Valley Water Commission
Overtime Analysis - Commercial Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	737,737.00	14,923.49	633,269.00	5,519.05	104,468.00	9,404.44
February		11,480.53		4,835.83		6,644.70
March		9,829.23		5,078.55		4,750.68
April		9,806.85		6,170.51		3,636.34
May		14,623.17		8,988.12		5,635.05
June		9,458.32		6,525.35		2,932.97
July		9,773.46		10,569.94		(796.48)
August		5,387.06		8,076.35		(2,689.29)
September		4,551.80		5,970.31		(1,418.51)
October		4,774.78		7,783.82		(3,009.04)
November		5,812.26		7,621.93		(1,809.67)
December				7,773.90		(7,773.90)
					0.00	0.00
	<u>737,737.00</u>	<u>100,420.95</u>	<u>633,269.00</u>	<u>84,913.66</u>	<u>104,468.00</u>	<u>15,507.29</u>
Department Head: James Gallagher (acting)						
Number of Employees: 14						
(Billing dept was moved into Accounting)						
Number of Employees: 12						
Total thru Nov	<u>676,258.92</u>	<u>100,420.95</u>	<u>633,269.00</u>	<u>77,139.76</u>	<u>104,468.00</u>	<u>23,281.19</u>
% Change		<u>14.85%</u>		<u>12.18%</u>	<u>16.50%</u>	<u>30.18%</u>

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Passaic Valley Water Commission
Overtime Analysis - Personnel Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	449,477.60	673.52	383,910.80	187.68	65,566.80	485.84
February		212.26		154.77		57.49
March		270.45		110.56		159.89
April		338.06		221.11		116.95
May		428.21		829.79		(401.58)
June		112.69		55.28		57.41
July		135.23		271.55		(136.32)
August		67.62		77.39		(9.77)
September		386.40		297.58		88.82
October		218.87		210.05		8.82
November		184.59		132.66		51.93
December				110.55		(110.55)
					0.00	0.00
	<u>449,477.60</u>	<u>3,027.90</u>	<u>383,910.80</u>	<u>2,658.97</u>	<u>65,566.80</u>	<u>368.93</u>
Department Head: James Gallagher						
Number of Employees:	5	5	5			
Total thru Nov	<u>412,021.13</u>	<u>3,027.90</u>	<u>383,910.80</u>	<u>2,548.42</u>	<u>65,566.80</u>	<u>479.48</u>
% Change		<u>0.73%</u>		<u>0.66%</u>	<u>17.08%</u>	<u>18.81%</u>

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Passaic Valley Water Commission
Overtime Analysis - Purification Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	860,191.80	18,142.39	880,193.60	18,664.20	(20,001.80)	(521.81)
February		16,525.00		13,937.15		2,587.85
March		17,041.40		14,506.83		2,534.57
April		16,770.24		13,645.22		3,125.02
May		13,729.51		12,959.45		770.06
June		17,112.03		9,568.52		7,543.51
July		19,490.52		15,991.92		3,498.60
August		15,649.90		11,887.32		3,762.58
September		16,037.16		15,138.21		898.95
October		10,966.51		13,569.38		(2,602.87)
November		13,663.64		17,172.12		(3,508.48)
December				25,404.19		(25,404.19)
					0.00	0.00
	<u>860,191.80</u>	<u>175,128.30</u>	<u>880,193.60</u>	<u>182,444.51</u>	<u>(20,001.80)</u>	<u>(7,316.21)</u>
Department Head: Wendy Simone						
Number of Employees:	14		14			
Total thru Nov	<u>788,509.15</u>	<u>175,128.30</u>	<u>880,193.60</u>	<u>157,040.32</u>	<u>(20,001.80)</u>	<u>18,087.98</u>
% Change		<u>22.21%</u>		<u>17.84%</u>	<u>(2.27%)</u>	<u>11.52%</u>

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Passaic Valley Water Commission
Overtime Analysis - Pumping Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	798,891.60	12,212.14	861,122.60	18,985.87	(62,231.00)	(6,773.73)
February		12,891.39		8,637.46		4,253.93
March		12,601.29		6,320.37		6,280.92
April		8,147.74		7,516.26		631.48
May		6,427.70		8,737.17		(2,309.47)
June		7,061.98		9,257.43		(2,195.45)
July		21,552.96		22,479.13		(926.17)
August		17,918.20		15,948.16		1,970.04
September		18,759.15		10,114.15		8,645.00
October		17,267.14		9,005.91		8,261.23
November		14,377.26		6,654.18		7,723.08
December				14,722.47		(14,722.47)
	<u>798,891.60</u>	<u>149,216.95</u>	<u>861,122.60</u>	<u>138,378.56</u>	<u>(62,231.00)</u>	<u>10,838.39</u>
Department Head: Kevin Byrne						
Number of Employees:		13		15		
Total thru Nov	<u>732,317.30</u>	<u>149,216.95</u>	<u>861,122.60</u>	<u>123,656.09</u>	<u>(62,231.00)</u>	<u>25,560.86</u>
% Change		<u>20.38%</u>		<u>14.36%</u>	<u>(7.23%)</u>	<u>20.67%</u>

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Passaic Valley Water Commission
Overtime Analysis - Laboratory Department
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	1,262,370.20	7,668.47	1,220,437.40	4,648.37	41,932.80	3,020.10
February		4,424.20		6,776.37		(2,352.17)
March		2,675.22		5,209.14		(2,533.92)
April		5,456.40		4,118.12		1,338.28
May		3,910.61		3,318.14		592.47
June		3,463.88		3,407.91		55.97
July		6,719.58		7,746.70		(1,027.12)
August		4,135.79		4,499.42		(363.63)
September		4,799.21		7,173.56		(2,374.35)
October		4,363.25		4,778.50		(415.25)
November		4,002.37		4,770.51		(768.14)
December				7,262.69		(7,262.69)
					0.00	0.00
	<u>1,262,370.20</u>	<u>51,618.98</u>	<u>1,220,437.40</u>	<u>63,709.43</u>	<u>41,932.80</u>	<u>(12,090.45)</u>
Department Head: David Prantits						
Number of Employees:	19		17			
Total thru Nov	<u>1,157,172.68</u>	<u>51,618.98</u>	<u>1,220,437.40</u>	<u>56,446.74</u>	<u>41,932.80</u>	<u>(4,827.76)</u>
% Change		<u>4.46%</u>		<u>4.63%</u>	<u>3.44%</u>	<u>(8.55%)</u>

* Note that Annual Salary has been ratably adjusted to 11 months.

Passaic Valley Water Commission
Overtime Analysis - Totals
12/31/2015

	2015		2014		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	12,569,554.40	195,160.72	11,994,673.60	187,193.10	574,880.80	7,967.62
February		168,095.14		151,449.70		16,645.44
March		132,532.26		78,811.91		53,720.35
April		140,516.05		86,067.89		54,448.16
May		112,897.51		79,778.91		33,118.60
June		101,362.76		64,506.90		36,855.86
July		136,168.56		143,982.66		(7,814.10)
August		82,786.19		95,132.87		(12,346.68)
September		78,635.46		101,694.34		(23,058.88)
October		80,866.85		107,594.31		(26,727.46)
November		101,747.22		108,268.62		(6,521.40)
December		0.00		158,188.83		(158,188.83)
	<u>12,569,554.40</u>	<u>1,330,768.72</u>	<u>11,994,673.60</u>	<u>1,362,670.04</u>	<u>574,880.80</u>	<u>(31,901.32)</u>
Number of Employees:	191		180			
Total thru Nov	<u>11,522,091.53</u>	<u>1,330,768.72</u>	<u>11,994,673.60</u>	<u>1,204,481.21</u>	<u>574,880.80</u>	<u>126,287.51</u>
% Change		<u>11.55%</u>		<u>10.04%</u>	<u>4.79%</u>	<u>10.48%</u>

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Passaic Valley Water Commission
Overtime Hours Analysis
12/31/2015

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	4,310.39	-	-	29.75	14.75	192.25	315.54	15.50	405.08	288.25	410.81	2,499.96	138.50
February	3,740.64	-	-	34.25	7.25	174.50	243.76	4.75	367.75	309.00	807.15	1,709.23	83.00
March	2,944.55	-	-	22.50	12.00	164.25	204.94	6.00	370.25	295.25	404.90	1,410.71	53.75
April	3,040.72	-	-	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	2,461.21	-	-	59.25	3.75	235.00	307.86	9.50	301.07	155.25	374.88	935.40	79.25
June	2,206.27	-	10.00	59.50	1.75	171.75	194.82	2.50	389.24	167.25	443.48	698.48	67.50
July	3,006.04	-	14.00	103.75	1.00	262.92	199.68	3.00	442.25	521.74	306.90	1,013.55	137.25
August	1,801.42	-	15.50	39.00	4.00	170.50	107.32	1.50	340.24	430.24	220.34	393.03	79.75
September	1,737.59	-	16.00	49.75	5.25	164.00	92.36	8.50	355.25	456.24	167.90	322.09	100.25
October	1,756.40	-	16.00	39.00	2.50	165.00	97.65	4.75	244.90	402.00	168.08	529.52	87.00
November	2,226.16	-	19.00	87.50	2.75	149.17	124.47	4.00	298.25	336.25	348.13	779.14	77.50
December	-	-	-	-	-	-	-	-	-	-	-	-	-
	29,231.39	-	90.50	545.75	67.25	2,006.84	2,092.10	67.50	3,867.03	3,556.72	4,293.80	11,641.65	1,002.25
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total thru Nov	29,231.39	-	90.50	545.75	67.25	2,006.84	2,092.10	67.50	3,867.03	3,556.72	4,293.80	11,641.65	1,002.25
Prior Year MTD Totals	27,134.87	0.50	0.50	303.25	82.00	1,242.76	1,623.81	58.50	3,638.24	3,104.22	4,376.01	11,665.83	992.00
Variance Over (Under)	2,096.52	(0.50)	90.00	242.50	(14.75)	764.08	468.29	9.00	228.79	452.50	(82.21)	(24.18)	10.25

Passaic Valley Water Commission
Overtime Hours Analysis
12/31/2014

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	4,319.89	-	-	30.25	6.50	85.75	112.16	4.25	436.25	493.50	562.92	2,501.31	87.00
February	3,392.56	-	-	10.75	6.25	65.50	99.46	3.50	336.00	209.75	803.37	1,738.48	119.50
March	1,750.80	47.00	-	13.50	9.75	71.00	104.25	2.50	336.65	150.50	170.92	753.73	91.00
April	1,983.95	-	-	26.50	8.25	87.50	128.54	5.00	318.75	178.00	191.80	967.11	72.50
May	1,789.48	0.50	-	32.50	5.25	115.25	185.82	19.75	308.00	211.50	102.57	747.59	60.75
June	1,441.26	-	-	11.50	3.25	94.00	138.62	1.25	219.00	226.50	171.76	507.88	67.50
July	3,283.13	0.25	-	28.50	15.25	148.25	234.91	6.00	388.42	583.99	448.60	1,287.96	141.00
August	2,136.37	-	0.50	23.00	9.75	137.25	170.66	1.75	270.00	407.74	422.94	630.78	62.00
September	2,270.01	-	-	47.75	6.75	107.25	127.00	6.75	341.92	266.24	561.82	684.53	120.00
October	2,372.79	-	-	23.00	6.75	146.71	162.62	4.75	301.75	216.50	473.11	956.60	81.00
November	2,394.63	-	-	56.00	4.25	184.30	159.77	3.00	381.50	160.00	466.20	889.86	89.75
December	3,549.62	-	10.00	71.25	12.00	183.75	163.53	2.50	584.00	360.00	607.17	1,421.42	134.00
	30,684.49	47.75	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
Total thru Nov	27,134.87	47.75	0.50	303.25	82.00	1,242.76	1,623.81	58.50	3,638.24	3,104.22	4,376.01	11,665.83	992.00
Prior Year MTD Totals	21,436.97	0.50	(12.25)	389.75	45.25	669.25	895.96	28.25	2,629.83	2,915.25	3,589.46	10,319.51	1,470.27
Variance Over (Under)	5,697.90	47.25	12.75	(86.50)	36.75	573.51	727.85	30.25	1,008.41	188.97	786.55	1,346.32	(478.27)

Passaic Valley Water Commission
Overtime Hours Analysis
12/31/2013

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	3,348.18	-	0.50	21.50	3.25	44.75	75.87	2.75	291.50	337.75	423.90	1,992.64	153.77
February	2,312.89	-	1.00	6.25	0.50	34.50	83.56	2.50	204.25	189.00	383.36	1,309.47	98.50
March	1,838.36	-	-	44.50	1.50	90.25	74.35	2.50	162.00	157.50	399.27	753.24	153.25
April	1,536.66	-	-	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	1,615.71	-	(16.00)	17.00	3.75	43.50	47.50	2.00	281.00	181.00	316.70	572.76	166.50
June	1,542.65	-	-	12.50	3.50	38.75	50.25	0.50	247.00	173.50	126.08	766.07	124.50
July	1,381.66	-	0.50	24.75	3.25	51.25	44.17	1.00	249.00	213.50	63.66	610.83	119.75
August	2,387.48	-	0.75	30.75	1.75	82.25	104.75	3.00	276.25	540.25	182.73	982.00	183.00
September	1,590.22	-	1.00	67.00	4.75	32.50	67.00	3.00	171.08	203.50	127.39	779.75	133.25
October	1,915.41	-	-	75.75	5.25	52.00	69.75	1.50	171.75	376.00	444.24	577.17	142.00
November	1,967.75	0.50	-	68.25	5.50	42.00	75.06	2.00	223.25	348.00	480.90	625.04	97.25
December	2,040.13	-	-	67.00	3.50	37.25	56.32	1.25	335.25	468.75	235.25	733.06	102.50
	23,477.10	1.00	3.75	455.50	38.25	592.75	797.08	22.75	2,788.58	3,326.75	3,492.91	10,347.31	1,610.47
Total thru Nov	<u>21,436.97</u>	<u>0.50</u>	<u>(12.25)</u>	<u>389.75</u>	<u>45.25</u>	<u>669.25</u>	<u>895.96</u>	<u>28.25</u>	<u>2,629.83</u>	<u>2,915.25</u>	<u>3,589.46</u>	<u>10,319.51</u>	<u>1,470.27</u>

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

Capital One Bank:		AMOUNT
Opening Balance	7/1/2015	<u>231,215.45</u>
Deposits/Transfers		0.00
Interest Earned		<u>0.00</u>
		231,215.45
Disbursements		<u>7,025.83</u>
Ending Balance		<u>224,189.62</u>

SUMMARY 2012	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
PERSONAL INJURY	0.00	0.00	0.00		0.00
PROPERTY DAMAGE	325.00	6,425.12	7,025.83		13,775.95
LITIGATION EXPENSE	0.00	0.00	0.00		0.00
AUTOMOBILE DAMAGE	1,535.79	0.00	0.00		1,535.79
PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>0.00</u>
TOTAL:	1,860.79	6,425.12	7,025.83	0.00	15,311.74

Respectfully submitted,



Yitzhak Weiss
 Comptroller/CFO

Check #	Vendor #	Payee	Date	Amount	Personal Injury	Property Damage	Litigation	Auto Damage	Prof Services
990662	2620	SHAGUFTA AKHTAR	7/22/2014	957.00		957.00			
990661	2672	J FLETCHER CREAME	7/22/2014	5,000.00		5,000.00			
990660	2622	VIRAL CHOKSKI	8/20/2014	1,000.00		1,000.00			
990659	2625	DANTE FERMAN	9/14/2014	68.83		68.83			
				<u>7,025.83</u>	-	<u>7,025.83</u>	-	-	-
diff				-	-	-	-	-	-



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15-

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: December 16, 2015

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: _____ offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER: _____ AYES: _____ Time: _____

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 December 16, 2015.

LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on November 17, 2015 for Contract 15-B-21 "Furnish and Install ICP Laboratory Equipment and Appurtenances"; and

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

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

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

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

1. That the single bid received by PVWC on November 17, 2015, with respect to the Contract is hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 15-B-21 "Furnish and Install ICP Laboratory

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
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 December 16, 2015.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 23, 2015

FROM: Purchasing Department

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

RE: **Contract # 15-B-41**
Furnish and Install ICP Laboratory Equipment and Appurtenances

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

One bid was received, that of **PerkinElmer Health Sciences, Inc.**, of Shelton, Connecticut, in the amount of \$106,796.20.

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

Contract 15-B-41
Furnish and Install ICP Laboratory Equipment and Appurtenances

Bids Received: November 17, 2015

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Perkin Elmer Health Sciences, Inc. 710 Bridgeport Avenue Shelton, Connecticut 06484	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$106,796.20	<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.
Thermo Fisher Scientific 5 Ferris Estates New Milford, Connecticut 06776	<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.
	<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.
	<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.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T1316 11-x-21415
RENEWAL OF MAINTENANCE CONTRACT
FOR PVWC'S PHONE/IVR SYSTEM
DATE OF ADOPTION:**

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, under the current New Jersey State Contract #T1316 11-x-21415 (herein the "State Contract"), PVWC requires renewal of its current contract with NEC Corporation for continued maintenance of PVWC's phone/IVR system; and

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

WHEREAS, PVWC has elected to procure the said renewal of the current contract with NEC Corporation (the "Awardee") under the State Contract, and a copy of a memorandum dated December 4, 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, the agreement shall be for a three (3) year term commencing January 31, 2016 and extending through January 30, 2019 payable at an annual amount of \$40,685.26 totaling \$122,055.78; 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 renewal of the maintenance contract for PVWC's phone/IVR system 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

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

Adopted at a meeting of Passaic Valley Water Commission.

President
CHRYSTAL CLEAVES

Secretary
THOMAS P. DE VITA

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #T1316 11-x-21415
RENEWAL OF MAINTENANCE CONTRACT
FOR PVWC'S PHONE/IVR SYSTEM**

**PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED DECEMBER 4, 2015
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 4, 2015

FROM: Purchasing Department

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

RE: **State Contract # T1316 11-x-21415 – NEC Corporation - Maintenance**

Maintenance on our NEC Corporation Phone/IVR system is due for renewal. The attached agreement is for a three (3) year term (January 31, 2016 through January 30, 2019) payable at an annual amount of \$40,685.26, totaling \$122,055.78 for the full three year term. The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

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 : **NEC Corporation – State Contract**
T1316 11-x-21415

Amount of Project or Contract: \$ 122,055.78 (Payable annually @ \$40,685.26)
1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

Specific Appropriation to which expenditures will be charged: Capital Budget
2016/2017/2028/2019

Other comments: Three (3) Contract Year Commencing: January 2016
NEC Corporation Phone/IVR System Maintenance

Date of Certification: 12/04/2015 Certified: \$ 122,055.78



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb



TERM CONTRACT SEARCH BY TNUMBER

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

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

TOP



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APPENDIX 2, EXHIBIT 1 MAINTENANCE SERVICES SUPPLEMENTAL TERMS

1 Definitions

- 1.1 Principal Period of Maintenance ("PPM") - The days and hours of the days when service is delivered to Customer.
- 1.2 Service Level Agreement ("SLA") - The cumulative time (Response Time) in which NEC will make commercially reasonable efforts to respond to Customer's reported maintenance incident.
- 1.3 Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon NEC's receipt of maintenance service request from Customer, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.4 Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than twenty-five percent (25%) of either the stations or terminals are inoperable.
- 1.5 Time and Materials (T&M) Rates - In the absence of a contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.
- 1.6 Covered Components - Covered Components are the hardware and/or software identified in Exhibit 1-B under Covered Systems.
- 1.7 Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8 Incident Prioritization - Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the four priorities below, based on the impact to the customer's business
Priority 1: System is down or there is a critical impact to the Customer's business operations.
Priority 2: Operation of System is severely degraded, or significant aspects of the Customer's business operation are being negatively impacted by unacceptable System performance.
Priority 3: Operational performance of the System is impaired while most business operations remain functional.
- 1.9 *Priority 4:* Customer requires information or assistance regarding NEC Product capabilities, or configuration capabilities. There is clearly little or no impact to the Customer's business operation. MACD - (Moves Adds Changes Deletes) Changes that are requested by the CUSTOMER to modify the functionality of the Covered Component.
- 1.10 SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

2 Performance of Services

NEC shall provide the SERVICES selected in Exhibit 1-A, "Maintenance Support Services Sow", for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List at the prices shown in Exhibit 1-B. NEC reserves the right to change the SERVICES from time to time, and CUSTOMER will be notified of any material changes or updates to the SERVICES which may affect CUSTOMER. NEC may use a subcontractor to provide the SERVICES, including, without limitation, any NEC parent company, subsidiary, or affiliate. References hereafter to Exhibit 1 shall mean the Maintenance Services SOW and all attachments while references to Appendix 2 shall mean the standard Services terms and conditions contained in Appendix 2.

3 Term and Termination – Maintenance Supplemental Terms

- 3.1 The "Initial Term" of this APPENDIX 2, EXHIBIT 1 shall commence on January 31, 2016 and shall terminate on January 30, 2019.
- 3.2 Unless one party notifies the other of its intent to terminate this EXHIBIT at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("Extension(s)"), upon the same terms and conditions contained herein, except that NEC may adjust its service rates to conform to NEC's prevailing local service rates for the next Extension. NEC shall furnish Customer with a written notice of any proposed increase in NEC's service rates for the next Extension at least thirty (30) days prior to the anniversary date of the original term. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.
- 3.3 NEC reserves the right to terminate or suspend performance under this EXHIBIT and discontinue providing SERVICES to CUSTOMER in the event CUSTOMER materially or repeatedly fails to comply with Acceptable Use Policy set forth in Schedule D to the MPA. In such an event, NEC shall provide written notice to CUSTOMER of any violation prior to termination or suspension of this EXHIBIT and CUSTOMER shall have thirty (30) days to cure such failure.
- 3.4 Upon any valid termination, cancellation, or expiration of this EXHIBIT, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party, and NEC shall refund Customer the unused portion of any prepaid service fees, less any other sums due and owing to NEC at the time of the refund.

4 Payment in Event of Early Termination of this EXHIBIT

In the event CUSTOMER terminates this EXHIBIT before the expiration of the Initial Term or NEC terminates this EXHIBIT as set forth in Section 3.3. above, or NEC terminates the EXHIBIT for cause as provided in the MPA, NEC shall be entitled to receive, and CUSTOMER agrees to pay, an early termination charge, the amount of which shall be calculated by taking an average of the monthly fees for COVERED COMPONENTS assessed during the immediately preceding six (6) months, multiplied by the number of months remaining in the Initial Term.

5 Restrictions on use of SERVICES

CUSTOMER agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from

the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

6 LIABILITIES

IN ADDITION TO THE LIMITATIONS SPECIFIED BY THE MPA, IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY NEC UNDER THIS EXHIBIT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO (1) TERMINATE THIS EXHIBIT BY WRITTEN NOTICE TO NEC, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING NEC, ON THE DATE OF THE REFUND.

7 Confidentiality

Upon termination or expiration of this Exhibit, at Discloser's request Recipient shall return to Discloser all written materials that contain any Confidential Information.

8 Licensed Technology

CUSTOMER agrees to provide NEC and its subcontractor with access to any information, materials, and technology owned, licensed, or controlled by CUSTOMER that NEC or its subcontractor reasonably requires for the purpose of enabling NEC or its subcontractor to perform the SERVICES (the "Licensed Technology"). CUSTOMER shall confirm that such disclosure and use is permitted under the terms of any third party license.

9 CUSTOMER Responsibilities during Maintenance Services

In addition to the general Customer obligations in Appendix 2, during maintenance Services Customer shall:

- 9.1 CUSTOMER is responsible for the physical security of the COVERED COMPONENTS.
- 9.2 CUSTOMER is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 9.3 If CUSTOMER needs to send equipment to NEC, CUSTOMER agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 9.4 CUSTOMER agrees to provide SSL, VPN and/or IP connectivity between NEC and CUSTOMER site and COVERED COMPONENTS for SERVICES.
- 9.5 CUSTOMER is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 9.6 CUSTOMER is responsible for allowing access to all COVERED COMPONENTS as required by NEC and its subcontractor. Any access-control servers required to provision access will be provided by CUSTOMER.
- 9.7 CUSTOMER is responsible for the management, support and maintenance of any non-covered component.

- 9.8 CUSTOMER is responsible for providing and maintaining an escalation path among CUSTOMER personnel.
- 9.9 CUSTOMER is responsible for end-user training unless otherwise agreed to in writing.
- 9.10 CUSTOMER shall provide or make available to NEC, in advance and in writing, any CUSTOMER processes or policies with which NEC and its subcontractor are expected to comply in connection with this EXHIBIT.

The following attachments describing Maintenance Services options and Service Level Agreements include:

- Exhibit 1- A Maintenance Service Support SOW (check purchased options)
- Exhibit 1- B Covered Components List Pricing and Invoicing

EXHIBIT 1-A:

Maintenance Support Services SOW

1 Maintenance Support Service Options

1.1 NEC shall provide the following Maintenance Support Services as indicated by the selected check-box next to the services descriptions below. The SERVICES purchased by CUSTOMER are listed below and are subject to the terms in Appendix 2 and the MPA.

1.2 Services Descriptions:

Parts Replacement:

Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit 1 – Covered Components List and Pricing is found to be defective under normal usage, CUSTOMER will be entitled to a full replacement of the covered part. NEC shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of NEC.

This Service does not provide coverage for labor unless Onsite Repair or On-Premise Services is also purchased. Any labor service provided by NEC shall be invoiced at NEC's prevailing local labor rates at the time the service is performed, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

Labor for non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates, and onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. However, parts and other material costs will be covered even for after-hours service under this EXHIBIT, unless excluded under Section 5 hereof, "Exclusions." After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

Parts Replacement includes NEC's Advance Replacement Program: NEC will offer CUSTOMER parts replacement, subject to geographic availability. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times.

NEC will use commercially reasonable efforts to provide Advance Replacement service for COVERED COMPONENT as follows:

- 1) An Advance Replacement will ship the same day to arrive the next business day, provided both the CUSTOMER call to NEC for notification and NEC's diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding NEC-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 2) Advance Replacements will be shipped using NEC's preferred carrier, freight prepaid by NEC, excluding import duties, taxes and fees, where applicable.
- 3) CUSTOMER has thirty (30) days to return the failed COVERED COMPONENT to NEC. If CUSTOMER fails to return the failed COVERED COMPONENT to NEC within thirty (30) days, CUSTOMER will be billed for the replacement cost of the COVERED COMPONENT. CUSTOMER agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if Customer does not return the original part(s) within thirty (30) days.

Software Assurance:

Software Assurance is NEC's software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, CUSTOMER is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CUSTOMER will be provided with access to NEC technical experts through NEC's Technical Support Center who can help ensure CUSTOMERS current software for COVERED COMPONENTS includes all the latest features and bug fixes. CUSTOMER will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

NEC will make all software upgrades available, including any necessary licensing, from NEC's licensing server. However, NEC will be responsible for obtaining this for CUSTOMER when new software becomes available.

CUSTOMER is responsible for coordinating software upgrades from NEC as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and

minor version upgrades. This Service does not provide coverage for any labor or materials.

Basic Remote Monitoring-NECommand Basic:

Basic Remote Monitoring provides remote monitoring of NEC voice network components. NEC's fully automated monitoring system will immediately notify CUSTOMER of critical component alarms in order to help identify and isolate failures.

NEC will provide CUSTOMER with 24x7 remote monitoring of SNMP enabled voice components and critical voice network functions in order to identify component and voice related network issues. Basic Remote Monitoring service provides alarm notifications along with the following:

- *Event Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for system events 24 hours per day, 365 days per year. When an event is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Availability Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for availability 24 hours per day, 365 days per year. If applicable, availability indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Performance Monitoring:* Selected elements of COVERED COMPONENTS will be proactively monitored for performance 24 hours per day, 365 days per year including IP device discovery and identification. Performance indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with CUSTOMER.
- *Web Portal:* NEC will provide CUSTOMER with an SAS platform online portal in which CUSTOMER may review incidents, metrics and certain reports for selected monitored or COVERED COMPONENTS including remote access and audit trails.

Basic Remote Monitoring provides CUSTOMER notification of detected component alarms. This service does not provide Incident Management of the detected component alarms. CUSTOMER is responsible for further troubleshooting detected component alarms unless Advanced Monitoring is purchased. This Service does not provide coverage for any additional labor unless Remote Support, Onsite Repair or On-Premise Services is purchased.

Advanced Remote Monitoring-NECommand Premium:

Advanced Remote Monitoring includes all of the services provided with Basic Remote Monitoring along with the following services:

- *Incident Management:* NEC will detect, isolate, and correct faults encountered in the COVERED COMPONENTS. Incident Management includes tracking and troubleshooting of incidents to resolution. Incident management-remediation of system generated alerts.
Event Monitoring PPM is 24x7 and Incident Management PPM is 9x5, unless Premium Service Level is selected in section 2, Maintenance Support Services Service Levels then Incident Management PPM is 24X7.
- *Performance and Availability Management:* In addition to monitoring key metrics related to availability and performance of COVERED COMPONENTS, NEC will make periodic recommendations regarding enhancement of CUSTOMER's environment based on the information gathered via monitoring. Improved knowledge base with the ability to create or access specific information for relevant devices; and change management for a structured process to approve, schedule and implement changes.
- *Problem Management:* NEC will track incident trends to determine root causes of recurring events so that the underlying problem can be resolved.
- *Environmental Monitoring:* Monitoring of environmental conditions through contact sensors. NEC will monitor conditions such as temperature, water, humidity or any condition from devices that signal fault conditions using contact closures or a TTL logic signal. CUSTOMER is responsible for providing or purchasing from NEC, all contact sensors and contact closures.

Advanced Remote Monitoring provides CUSTOMER notification of the detected component alarms and also provides Incident Management of the detected component alarms. NEC will be responsible for further troubleshooting and resolving the component alarms. This Service is not applicable unless Remote Support, Onsite Repair or On-Premise Services is purchased.

Advanced Quality of Experience (QOE) Network Analysis

NEC Direct Monitoring QOE continually reviews VoIP quality for customers who already have VoIP environments. NEC will simulate VoIP

calls in 10-15 minute increments between each installed end point. A minimum of two end points are required for this service. After the completion of each simulated call, the results are sent to the portal, which is accessible 24x7, 365 days a year. CUSTOMER may view the current and past statistics, as part of the service. This service will help to quickly identify: Mean Opinion Score (MOS) which is a measure of voice quality expressed in a number, from 1 to 5, 1 being the worst and 5 the best. MOS is quite subjective, as it is based on figures that result from what is perceived by people during tests. Delay, jitter, and loss are also measured to quickly identify issues affecting VoIP traffic. If issues are identified, the CUSTOMER will be notified electronically and is responsible for correcting any network issues that will affect the VoIP application. CUSTOMER must have **Advanced Remote Monitoring** to add this service.

- * All hardware provided for the purpose of Remote Monitoring, QOE, or Incident Management is the property of NEC and shall be returned to NEC, at the customer's expense, upon termination or cancellation of the Agreement.

Remote Support

Remote Support provides CUSTOMER with access to NEC's Technical Support Center and entitles CUSTOMER to technical phone support on hardware failures, configuration problems as well as connectivity and upgrade issues. In accordance with the provisions of this EXHIBIT, NEC shall provide the CUSTOMER with following:

- 1) Assist CUSTOMER by telephone, facsimile, or electronic mail.
- 2) Provide access to NEC's Technical Support Center as determined by the service level option selected in Section 2 - Maintenance Support Services Service Levels.
- 3) Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, NEC will provide a Maintenance Release to the CUSTOMER for the Software experiencing the problem, as follows: (a) via download (as available), and/or (b) shipment of Software media via express transportation (freight and insurance charges included). Requests for alternate carriers will be at CUSTOMER's expense.

The requested service level option for Remote Support is identified by the selection in section 2 - Maintenance Support Services Service Levels.

Remote Support does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.

Remote Support does not provide labor coverage for onsite repair or onsite troubleshooting unless Onsite Repair is also purchased.

Onsite Repair

Onsite Repair provides labor coverage to dispatch a technician to CUSTOMER site for onsite repairs or to resolve service problems. Onsite Repair also includes onsite preventative maintenance tasks and periodic testing of CUSTOMER communications system in order to ensure system reliability and stability. If Advanced Remote monitoring is selected, this service would also include Remote Support

NEC shall dispatch certified service personnel to CUSTOMER premises to perform necessary repairs, unless NEC is able to perform repairs from a remote location. NEC shall conduct remote diagnostic testing when applicable. Any service specifically requested by CUSTOMER outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC. Onsite T&M hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate. *The requested service level option for Onsite Repair is identified by the selection in Section 2 - Maintenance Support Services Service Levels.*

Onsite Repair does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.

On-Premise Services

On-Premise Services provides a dedicated NEC service technician placed on CUSTOMER premise to manage and maintain CUSTOMER's PBX platform and peripherals. NEC shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this EXHIBIT.

PPM is 9x5 (Monday through Friday, excluding NEC-observed holidays, from 8 AM to 5 PM CUSTOMER local time zone unless otherwise authorized by NEC management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to ten (10)

sick days per annum without backfill, credit, or refund of any payments made. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at prevailing hourly T&M rates. Hours not expended upon the expiration of this Exhibit will not be carried over or credited.

The requested Service Level option is selected below:

Selected Service Level Option

- Emergency after-hours services included.
- After hours on call dedicated technician services included.

On-Premise Services does not provide parts coverage for faulty or defective parts unless Parts Replacement is also purchased.

2 Maintenance Support Services Service Levels

NEC shall provide the SERVICES as specified in this Exhibit 1-A - Maintenance Support Services of this EXHIBIT. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this EXHIBIT are applicable only to the applications and components listed in Exhibit 1-B - Covered Components List.

Standard Service Level:

PPM is 9x5 (Monday through Friday, excluding holidays observed by NEC, from 8 AM to 5 PM CUSTOMER local time zone). SLA is next business day following the request for routine maintenance service. However, NEC will exercise all commercially reasonable efforts to respond to incidents of Major System Failure within four (4) hours, as requested.

Premium Service Level:

PPM is 24x7 and SLA for maintenance incidents with a Priority 1 or 2 is described in Section 3 below. Priority 3 and 4 response times are next business day.

NECommand Customer Responsibilities:

Customer is responsible for the following regardless of Level of monitoring selected;

- Provide network server for Gateway server for installation and all associated licenses and hardware per NEC requirements documentation.
- Allowing remote access to Gateway server.
- Downloading & Installation of NEC Gateway onto Customer provided server

- Server may be Physical or Virtual as long as it meets NEC provided Specifications (See Command Hardware Requirements below)
- Configure Firewall as required.
 - The agent / gateway need outbound internet connectivity to the platform via ports 443, 22, 8443.
- Overall site readiness prior to NEC scheduling installation. NEC will provide site requirements during planning sessions.
- Customer will provide current network schematic, network layer addresses and system name information for devices to be installed.
- Provide appropriate network accounts and privileges necessary to implement NECCOMMAND solution.
- This might include VPN / Remote access for NEC Implementation team as required

Command Hardware Requirements

Pre-requisites and Installation Instructions for NECCOMMAND Gateway (VG)		
Hardware Requirements for NECCOMMAND Gateway Installation per Infrastructure size		
Infrastructure Size	Physical Hardware Requirements	Virtual Instance Requirements
Less than 25 Devices (Excluding Desktops)	2.6 GHz CPU 2 GB RAM 100 GB HDD 1 NIC resources	1 virtual CPU, 2GB Ram/40GB HDD 1 NIC resource Supported hypervisors are VMware ESX/ Citrix XenServer and KVM (MS Hyper-V not supported yet)
26-100 Devices (Excluding Desktops)	3.0 GHz CPU 4 GB RAM 150 GB HDD 1 NIC resources	2 virtual CPUs, 4 GB RAM/40 GB HDD 1 NIC resources Supported hypervisors are VMware ESX/ Citrix XenServer and KVM (Microsoft Hyper-V not supported yet)
100-1000 Devices (Excluding Desktops)	2x3.0 GHz CPU 16 GB RAM 500 GB HDD 1 NIC resources	4 virtual CPUs, 16 GB RAM/ 40 GB HDD 1 NIC resources Supported hypervisors are VMware ESX/ Citrix XenServer and KVM (Microsoft Hyper-V not supported yet)
1000 or Greater (single Site) At a single site Excluding Desktop – Contact NEC		Example: Allocate VMware virtual machine with 2xCPU's and 4GB RAM and proceed to installing NECCOMMAND Gateway

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NEC

3 Non-Covered Services

NEC will attempt to respond promptly to all requests for service. If service is required outside NEC's normal service hours, labor for such non-covered service calls will be chargeable to CUSTOMER in accordance with NEC's local prevailing hourly labor rates and onsite hours require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by CUSTOMER outside standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC, and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed

at one and one-half times the T&M rate, and services calls on NEC-observed holidays are billed at twice the T&M rate.

4 Rework

For any rework or additional work that NEC is required to perform because of inaccurate information provided by CUSTOMER and/or CUSTOMER's failure to perform its responsibilities under this EXHIBIT, NEC will invoice CUSTOMER on a time and materials basis and CUSTOMER agrees to pay such invoice.

5 EXCLUSIONS

6.1 This Exhibit will not cover repair work in replacement of battery backup or expendable items such as headsets, paper, diskettes, and printer ribbons. This Exhibit also will not cover service required when due to: (i) CUSTOMER's unauthorized maintenance or repair of the Equipment, (ii) CUSTOMER's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of CUSTOMER to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than NEC or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by NEC, or (x) data base reprogramming required because of CUSTOMER error of any kind. If requested by CUSTOMER, repairs necessitated by any of the above excluded causes shall be performed by NEC at NEC's prevailing local rates for such services and/or materials.

6.2 The CUSTOMER is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but are not limited to: the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements for the configured system, in accordance with the manufacturer specifications for the applicable System. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and NEC shall be entitled to cease performance under this Exhibit until such Hazards have been cured to NEC's reasonable satisfaction.

6 ACCESS

CUSTOMER agrees to provide reasonable accessibility to the Premises as required for NEC personnel to perform services, and will make available to NEC a reasonable amount of secure space for storage of such maintenance parts as NEC deems reasonably necessary to affect repairs in accordance with this Exhibit.

7 Travel & Expense Guidelines

NEC will pass through the travel-related expenses that are reimbursable pursuant to its Travel and Expense Policy. All requests for travel are subject to prior approval of

NEC NEC Corporation of America

the CUSTOMER's representative prior to the travel occurring. If required, NEC will provide the CUSTOMER with documentation of its travel-related expenses.

Customer may accept this Exhibit 1 and the related Attachments for Maintenance Services by signature below **in lieu of issuing a Purchase Order**, and upon signature, shall constitute an Order for Services. Customer may also, at their option, issue a matching Purchase Order.

Acceptance in lieu of Purchase Order:	Offered by:
Passaic Valley Water Commission	NEC Corporation of America
Signature:	Signature:
Title:	Title:
Date:	Date:
Phone:	Phone:

EXHIBIT 1-B

Covered Components List and Pricing

Covered Systems	UOM	QTY	EXTENDED PRICE/TERM
SITE 1000098720;1 Admin Bldg			
SV8300			
Certified Parts Replacement	Ports	128	\$768.00
Certified On-Site Repair	Ea	128	\$1,536.00
NECommand Premium Management 24x7	Ea	1	\$1,200.78
Software Assurance	Ea	1	\$552.75
QueMaster - Hardware & Support			
NECommand Standard Monitoring	Ea	1	\$840.00
UCB E911 - Hardware & Support			
NECommand Standard Monitoring	Ea	1	\$420.00
UCB - Software Assurance (24x7 Premier)	Ea	1	\$840.00
MA4000 - Hardware & Support			
NECommand Standard Monitoring	Ea	1	\$21,822.71
MA4000 - Software Assurance	Ea	1	\$420.00
OW5000/UA5200 - Hardware & Support			
NECommand Standard Monitoring	Ea	1	\$840.00
OW5000 - Software Assurance	Ea	1	\$67.34
XIOX			
NECommand Standard Monitoring	Ea	1	\$420.00
SITE 1000098720;2 Clifton Facilities			
Remote SV8300 - Certified Parts Replacement	Ports	96	\$576.00
Certified On-Site Repair	Ea	96	\$1,152.00
NECommand Standard Monitoring	Ea	1	\$504.00
SITE 1000098720;5 Little Falls			
Remote SV8300 - Certified Parts Replacement	Ports	32	\$192.00
Certified On-Site Repair	Ea	32	\$384.00
NECommand Standard Monitoring	Ea	1	\$504.00
Total Annual Amount			\$40,685.26
Total Amount with Quarterly Payments			\$42,719.52
Total Three Year Amount			\$122,055.78
Three Year Amount with Quarterly Payments			\$128,158.57

SERVICE FEES & INVOICING

Customer agrees to pay a fee of \$122,055.78 for the three year term of this Agreement. NEC reserves the right to adjust the yearly fee for Extensions of this Exhibit 1. Customer shall make payment of the fees in advance as selected below:

- Annually during the term of this Exhibit 1.
 Quarterly during the term of this Exhibit 1 (will include 5% fee)

The fees under this Exhibit 1-B do not include federal, state, or local taxes that may be applicable; such taxes will be additional billable items, which Customer agrees to pay unless Customer provides NEC with appropriate tax exemption documentation.

If new or additional equipment is added to the System subsequent to the date of the initial term of this Exhibit 1, a new service fee will be calculated, to reflect the increased scope of service.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DESIGNATING ITS PUBLIC AGENCY COMPLIANCE OFFICER
DATE OF ADOPTION:**

Factual contents certified to by Louis Amodio, Administrative Secretary. Approved as to form and legality by George T. Hanley, Esq., General Counsel, Law Department.

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, all Public Agencies that award contracts for goods and service vendors and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.S.A. 17:27-1.1 et seq.; and

WHEREAS, the law and regulations are applicable to Public Agencies; and the Division of Contract Compliance and Equal Employment of the New Jersey Department of the Treasury (the "Division") representatives periodically review Public Agency contracting processes to ensure that they are complying with Affirmative Action requirements; and

WHEREAS, the results of such review will be a determination that PVWC is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner; and

WHEREAS, If the result is Satisfactory, then PVWC need only maintain its compliance, whereas if the result is Unsatisfactory, PVWC may be required to make corrections to its process, and may result in issuance of sanctions or referral to the Attorney General for appropriate enforcement action in case of continued non-compliance; and

WHEREAS, in accordance with said the law and regulations, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer ("P.A.C.O.") in accordance with N.J.S.A. 17:27-3.2, and shall fill out and return the form entitled "Designation of Public Agency Compliance Officer (P.A.C.O.)" to the State of New

Jersey, Department of the Treasury, Division of Purchase and Property, Contract Compliance Audit Unit of the EEO Monitoring Program; and a copy of the said form is attached hereto and made a part hereof as Exhibit A;

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

1. That Linda Beckering is hereby appointed to serve as Public Agency Compliance Officer for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
BAZIAN M.	___	___	___	___
SANCHEZ, R.	___	___	___	___
KOLODZIEJ, G.	___	___	___	___
RODRIGUEZ, I.	___	___	___	___
LEVINE, J.	___	___	___	___
DE VITA, T.	___	___	___	___
VANNOY, R.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
ROBERT VANNOY

Secretary
GLORIA KOLODZIEJ

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2015.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
FORM ENTITLED "DESIGNATION OF PUBLIC AGENCY
COMPLIANCE OFFICER (P.A.C.O.)"

EXHIBIT A

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM

Print Form

Submit by Email

Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency:	Passaic Valley Water Commission	Telephone:	973-340-4315
Name:	Linda Beckering	Fax:	973-340-5584
Title:	Purchasing Agent	Email:	lbeckering@pvwc.com
Business Address:	1525 Main Avenue		
	Clifton, New Jersey 07011		

Current Highest Elected or Appointed Official: Chrystal Cleaves

No Person currently serving as the P.A.C.O.

The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.

Additional technical assistance is required.

Public Agency Official Signature: _____

Please mail or fax form to:

* Po Box 236 * Trenton * New Jersey * 08625 * Phone: 609-292-5473 * Fax: 609-292-1102 * www.state.nj.us/treasury/contract_compliance

NEW BUSINESS

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Summary of Disbursements
 For the Meeting of December 16, 2015

<u>Account Name</u>		<u>Bank #</u>	<u>Total</u>
Operating Fund	checks paid through 12/8/2015 to be paid 12/16/2015 (cks 141616-141758)*	00	1,320,970.56
Payroll Tax Acct	checks paid through 12/8/2015 to be paid 12/16/2015	02	813,327.77
Cashier Acct	checks paid through 12/8/2015 to be paid 12/16/2015	03	111,915.25
Self Insurance Acct	checks paid through 12/8/2015 to be paid 12/16/2015	04	17,343.56
Zero Balance Acct	checks paid through 12/8/2015 to be paid 12/16/2015	55	-
Cigna Acct	checks paid through 12/8/2015 to be paid 12/16/2015	09	-
Cigna Acct	checks paid through 12/8/2015 to be paid 12/16/2015	13	-
Net Payroll	11/19/2015 12/3/2015		339,041.79
			437,913.23
Total Disbursements:			<u>3,867,033.90</u>

* SEE ATTACHMENTS

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

The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held December 16, 2015


 Comptroller/CFO

 Treasurer

 Adm. Secretary

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Detail of Disbursements
 For the Meeting of December 16, 2015

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
206948	YITZCHAK WEISS	11/23/2015	275.84	00
206949	AETNA	12/1/2015	32,796.53	00
206950	AIRGAS USA, LLC	12/1/2015	3,859.25	00
206951	LINDA BECKERING	12/1/2015	245.60	00
206952	ANDREW BISESI	12/1/2015	51.00	00
206953	CITY OF PATERSON	12/1/2015	12,200.00	00
206954	CONSTELLATION NEW ENERGY, INC.	12/1/2015	-	00
206955	CONSTELLATION NEW ENERGY, INC.	12/1/2015	284,742.13	00
206956	DELTA DENTAL PLAN OF NJ, INC	12/1/2015	12,580.21	00
206957	DIRECT ENERGY MARKETING, INC.	12/1/2015	1,609.09	00
206958	FLAGSHIP DENTAL PLANS	12/1/2015	288.55	00
206959	GOVT PURCHASING ASSOC N J	12/1/2015	100.00	00
206960	IMMEDICENTER	12/1/2015	90.00	00
206961	JCI JONES CHEMICALS, INC.	12/1/2015	12,089.48	00
206962	JCP&L	12/1/2015	2.87	00
206963	KEMIRA CHEMICAL	12/1/2015	5,146.89	00
206964	KEMIRA WATER SOLUTIONS, INC.	12/1/2015	41,948.56	00
206965	MICRO MOTION, INC.	12/1/2015	6,810.40	00
206966	PAYCHEX	12/1/2015	878.15	00
206967	POLYDYNE, INC.	12/1/2015	8,098.20	00
206968	MARISAH L. POTKALESKY	12/1/2015	119.88	00
206969	RACHLES MICHELES MOTOR OIL CO	12/1/2015	6,243.92	00
206970	ROCKLAND ELECTRIC CO	12/1/2015	1,354.54	00
206971	SEMEL'S EMBROIDERY, INC.	12/1/2015	1,535.00	00
206972	TREASURER-STATE OF NEW JERSEY	12/1/2015	16,034.42	00
206973	TREASURER, STATE OF NEW JERSEY	12/1/2015	150.00	00
206974	UNIFORCE BUSINESS SOLUTIONS	12/1/2015	3,304.80	00
206975	UNITED STATES GEOLOGICAL SURVE	12/1/2015	3,845.00	00
206976	USALCO, LLC	12/1/2015	5,598.33	00
206977	VERIZON	12/1/2015	6,061.42	00
206978	VERIZON BUSINESS	12/1/2015	3,659.55	00

206979	VITAMIA & SONS	12/1/2015	780.00	00
206980	ACCURATE WASTE REMOVAL SVCS, I	12/3/2015	58,016.00	00
206981	AXIS COMMUNICATIONS, INC	12/3/2015	700.00	00
206982	JAMES G. DUPREY	12/3/2015	689.40	00
206983	MICHAEL J. OBRIEN	12/3/2015	50.00	00
206984	BORO OF POMPTON LAKES TX COLL	12/3/2015	176.56	00
206985	ADVANCED TECHNOLOGY SERVICES,	12/3/2015	2,380.45	00
206986	NIGP / ACCOUNTING DEPARTMENT	12/8/2015	190.00	00
206987	NEOPOST USA INC	12/8/2015	28.14	00
206988	NFPA ELECTRICAL SERVICES	12/8/2015	243.70	00
206989	BROWN AND BROWN METRO	12/8/2015	7,500.00	00
206990	CITY OF CLIFTON	12/8/2015	2,117.50	00
206991	CITY OF PASSAIC	12/8/2015	6,780.00	00
206992	CITY OF PATERSON	12/8/2015	6,280.00	00
206993	CITY OF PATERSON	12/8/2015	98,050.00	00
206994	CONSTELLATION NEW ENERGY, INC.	12/8/2015	257,635.04	00
206995	DIRECT ENERGY MARKETING, INC.	12/8/2015	1,271.63	00
206996	LYNANN DRAGONE	12/8/2015	1,778.00	00
206997	JCI JONES CHEMICALS, INC.	12/8/2015	7,875.85	00
206998	KEMIRA WATER SOLUTIONS, INC.	12/8/2015	21,372.48	00
206999	RONALD J MEOLA	12/8/2015	80.00	00
207000	MOLENARO DESIGNS	12/8/2015	80.00	00
207001	MONTANA CONSTRUCTION CORPORATI	12/8/2015	124,012.00	00
207002	PASSAIC VALLEY SEWERAGE COMM	12/8/2015	109,036.25	00
207003	PAYCHEX	12/8/2015	1,031.78	00
207004	PSE&G	12/8/2015	3,395.61	00
207005	STATE NJ DEPT ENV PROT & ENERG	12/8/2015	820.00	00
207006	UNIFORCE BUSINESS SOLUTIONS	12/8/2015	482.79	00
207007	UNIVAR USA INC	12/8/2015	-	00
207008	UNIVAR USA INC	12/8/2015	134,743.80	00
207009	VERIZON CABS	12/8/2015	1,653.97	00
			<u>1,320,970.56</u>	

56440	PERS OF NEW JERSEY-CI	11/24/2015	102,879.19	02
204078	COLONIAL SUPPLEMENTAL INSURANC	11/20/2015	46.36	02
204079	CWA LOCAL 1032	11/20/2015	7,287.11	02

204080 CWA LOCAL 1032	11/20/2015	1,345.31	02
204081 RELIASTAR BANKERS SEC.LIFE INS	11/20/2015	154.58	02
204082 PRUDENTIAL RETIREMENT	12/3/2015	202.70	02
		-	02
		<u>111,915.25</u>	
110091 COVELO, JOSE	11/20/2015	188.81	03
110092 BERCOVICI, TZVI	12/7/2015	275.00	03
110093 CARRERA, JULIO	12/7/2015	2,766.50	03
110094 PILKIN, JOHN	12/7/2015	443.23	03
110095 ANDREOTTA, LOUIS DR.	12/8/2015	228.46	03
110096 BLOW, JAMES	12/8/2015	236.09	03
110097 BRUNO, MARY	12/8/2015	166.18	03
110098 BRUNYANSZKY, BELA	12/8/2015	151.51	03
110099 COLEMAN, TIM	12/8/2015	114.74	03
110100 DE MARCO, ROSE	12/8/2015	333.88	03
110101 FELICIANO, RAFAEL	12/8/2015	132.94	03
110102 FISCH, AUDREY	12/8/2015	420.34	03
110103 GRUPPO, JACQUELYN	12/8/2015	475.18	03
110104 GUILLEN, ADOLFO	12/8/2015	5,185.60	03
110105 H H REALTY	12/8/2015	375.00	03
110106 HALEY & ALDRICH, INC.	12/8/2015	87.46	03
110107 INDY MAC MORTGAGE SERVICES	12/8/2015	116.62	03
110108 JOHNSON, CARL	12/8/2015	222.99	03
110109 KAMMERER, JUDITH	12/8/2015	123.65	03
110110 LIST, GERALD	12/8/2015	206.78	03
110111 MALIK, JOSEPH T.	12/8/2015	150.00	03
110112 MALKIE REAL ESTATE HOLDING,LLC	12/8/2015	1,793.17	03
110113 MANCHA, EVETT	12/8/2015	87.41	03
110114 MANRIQUE, VICTOR	12/8/2015	205.85	03
110115 MC LEAN, JOHN C & ELENA	12/8/2015	296.13	03
110116 MONTANA, ROBERT	12/8/2015	137.80	03
110117 NJ REAL	12/8/2015	120.11	03
110118 SHAHAR, SHAPIRO JODIE	12/8/2015	98.60	03
110119 TAUB, SEYMOUR	12/8/2015	94.84	03
110120 THE LOVELY BROTHERS, LLC	12/8/2015	1,835.78	03
110121 URENOVICH, THOMAS	12/8/2015	170.91	03

110122 WILLIAMS, ODETTE	12/8/2015	102.00	03
		-	
		<u>17,343.56</u>	
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		-	04
		-	
		-	09
		-	09
		-	
		-	13
		-	13
		-	
56438 VALIC C/O CHASE BANK	11/20/2015	7,661.00	55
56439 MASS MUTUAL FINANCIAL GROUP	11/20/2015	744.78	55
56440 AETNA	12/1/2015	445,989.41	55
56441 CITY OF GARFIELD	12/3/2015	258,009.27	55
56442 BOROUGH OF ELMWOOD PARK	12/3/2015	106,336.70	55
56443 MASS MUTUAL FINANCIAL GROUP	12/4/2015	741.78	55
56444 VALIC C/O CHASE BANK	12/4/2015	7,038.80	55
		-	55
		<u>826,521.74</u>	

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
141616	4743	00	A & M INDUSTRIAL, INC.	12/16/2015	2,624.00		.00
141617	4272	00	A.P. CERTIFIED TESTING, LLC	12/16/2015	1,985.00		.00
141618	3578	00	A-1 HYDRO	12/16/2015	1,859.77		.00
141619	4288	00	ACCREDITED LOCK SUPPLY COMPANY	12/16/2015	5,503.89		.00
141620	4579	00	ACCURATE WASTE REMOVAL SVCS, INC.	12/16/2015	100,732.50		.00
141621	13	00	ACTION MOBILE LOCKSMITHS INC	12/16/2015	306.50		.00
141622	4	00	AGI WELDING SUPPLY CO INC	12/16/2015	923.95		.00
141623	4056	00	AIRGAS USA, LLC	12/16/2015	7,812.82		.00
141624	4574	00	AJM NINO CORP	12/16/2015	1,780.14		.00
141625	4243	00	ALL JERSEY GARAGE DOOR, INC	12/16/2015	360.00		.00
141626	2860	00	AMERICAN HOSE & HYDRAULIC CO.	12/16/2015	56.38		.00
141627	3720	00	ANALYTICAL SERVICES, INC.	12/16/2015	865.00		.00
141628	4390	00	ANSERVE, INC.	12/16/2015	439.45		.00
141629	3498	00	ARCY MANUFACTURING COMPANY	12/16/2015	250.06		.00
141630	59	00	BACON & GRAHAM INC	12/16/2015	4,118.52		.00
141631	70	00	BEYER BROTHERS	12/16/2015	265.00		.00
141632	2298	00	BLACK & VEATCH CORPORATION	12/16/2015	3,870.00		.00
141633	4657	00	BRAEN AGGREGATES	12/16/2015	6,356.43		.00
141634	2899	00	BRENT MATERIAL COMPANY	12/16/2015	23,095.00		.00
141635	4497	00	BUGLIONE, HUTTON & DE YOE, LLC	12/16/2015	160.00		.00
141636	3570	00	CAMP AUTO & TRUCK TOWING & RECOVERY	12/16/2015	575.00		.00
141637	376	00	CAPITOL SUPPLY CONSTRUCTION PRODUCT	12/16/2015	1,024.00		.00
141638	4461	00	CAR CARE SOLUTIONS	12/16/2015	59.80		.00
141639	4251	00	CARRIDGE WORLD	12/16/2015	257.98		.00
141640	1226	00	CHAS CONNOLLY DIST	12/16/2015	428.28		.00
141641	4715	00	SCHUMACHER CHEVROLET	12/16/2015	44.90		.00
141642	2622	00	CHRYSAL CLEAVES	12/16/2015	481.55		.00
141643	1587	00	CH2M HILL	12/16/2015	17,224.98		.00
141644	681	00	DAVIS INSTRUMENTS	12/16/2015	521.79		.00
141645	4619	00	COMPEST DISTRIBUTORS LLC	12/16/2015	749.97		.00
141646	4356	00	COMPLETE CONTROL SERVICES, INC.	12/16/2015	697.54		.00
141647	4539	00	CTA-CRITIDES TECHNICAL ASSOC	12/16/2015	1,037.75		.00
141648	4611	00	DANIEL R. HOUSER, INC.	12/16/2015	500.00		.00
141649	4542	00	DE COTTIS, FITZPATRICK & COLE, LLP	12/16/2015	1,665.52		.00
141650	4194	00	DELSARDO & MONTANARI, LLC	12/16/2015	4,354.00		.00
141651	4596	00	DOCUMENT SOLUTIONS LLC	12/16/2015	190.19		.00
141652	689	00	DUJETS-TREE EXPERTS	12/16/2015	1,800.00		.00
141653	1652	00	DWYER CONNELL & LISBONA	12/16/2015	7,648.00		.00
141654	4645	00	ELITE IRRIGATION & DRAINAGE, INC	12/16/2015	150.00		.00
141655	3818	00	ENVIRONMENTAL ENGINEERING & TECH.	12/16/2015	5,947.43		.00
141656	158	00	ENVIRONMENTAL RESOURCE ASSOC	12/16/2015	1,497.97		.00
141657	1929	00	EUROPTNS EATON ANALYTICAL, INC.	12/16/2015	390.00		.00
141658	4667	00	EVOOQA WATER TECHNOLOGIES, LLC	12/16/2015	1,106.72		.00
141659	4011	00	FDR NORTH LLP	12/16/2015	168.42		.00
141660	168	00	FETDMAN BROTHERS SUPPLY CO	12/16/2015	1,266.79		.00
141661	169	00	FETTE FORD INC	12/16/2015	80.29		.00
141662	1790	00	FIN-TEK CORPORATION	12/16/2015	16,184.50		.00
141663	3407	00	FISHER SCIENTIFIC INC	12/16/2015	350.00		.00
141664	174	00	FISHER SCIENTIFIC INC	12/16/2015	977.80		.00
141665	3367	00	FISHER SCIENTIFIC, LLC	12/16/2015	15.34		.00
141666	4679	00	FISHER TANK COMPANY	12/16/2015	207,407.80		.00
						4,232.80	

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
141667	1748	00	FOLEY, INC.	12/16/2015	10,459.00		.00
141668	3296	00	GAETA RECYCLING COMPANY	12/16/2015	309.98		.00
141669	4320	00	GE ANALYTICAL INSTRUMENTS, INC.	12/16/2015	563.93		.00
141670	3595	00	GLUCK WALRATH, LLP	12/16/2015	788.91		.00
141671	206	00	GRAPHIC CONTROLS LLC	12/16/2015	1,117.18		.00
141672	2360	00	GUARANTEED REBUILDERS INC	12/16/2015	1,210.00		.00
141673	4026	00	HACH COMPANY	12/16/2015	32,717.08		.00
141674	211	00	HALEDON AUTO PARTS INC	12/16/2015	1,393.63		.00
141675	1470	00	HATCH MOTT MAC DONALD	12/16/2015	16,957.65		.00
141676	3222	00	HOWARD J WOODS, JR. & ASSOCIATES	12/16/2015	4,420.00		.00
141677	2539	00	IDEXX LABORATORIES, INC.	12/16/2015	2,161.00		.00
141678	4166	00	IKEN MEDIA, LLC	12/16/2015	872.00		.00
141679	3455	00	INSTRUMENT & VALVE SERVICES CO.	12/16/2015	2,700.00		.00
141680	4398	00	INTEGRATED MICRO SYSTEMS, INC.	12/16/2015	1,520.50		.00
141681	4033	00	INTERSTATE EQUIPMENT	12/16/2015	1,200.00		.00
141682	2672	00	J FLETCHER CREAMER & SONS INC	12/16/2015	9,377.80		.00
141683	1328	00	JERSEY POWER & EQUIPMENT	12/16/2015	27.99		.00
141684	4694	00	TRICO EQUIPMENT SERVICES, INC.	12/16/2015	2,076.45		.00
141685	1566	00	JEWEL ELECTRIC SUPPLY COMPANY	12/16/2015	1,484.45		.00
141686	149	00	JOHN A EARL INC	12/16/2015	1,421.77		.00
141687	4068	00	JOHNSON & JOHNSON, ESOS	12/16/2015	96.00		.00
141688	4351	00	KEER ELECTRICAL SUPPLY COMPANY	12/16/2015	1,644.32		.00
141689	4710	00	KEY CONTROL HOLDING, INC	12/16/2015	16,837.00		.00
141690	3249	00	KREHEL AUTOMOTIVE REPAIR, INC.	12/16/2015	4,679.03		.00
141691	4728	00	LAW OFFICES OF MATTHEW T. PRIORE	12/16/2015	2,780.00		.00
141692	4738	00	LIFE LEADERSHIP LLLP	12/16/2015	571.56		.00
141693	4550	00	LINCOLN FINANCIAL GROUP	12/16/2015	413.92		.00
141694	673	00	MANUFACTURERS EDGE INC	12/16/2015	23,675.62		.00
141695	3044	00	MARESCA LUMBER & BUILDING MATERIALS	12/16/2015	127.42		.00
141696	3569	00	MATRIX IMAGING, INC.	12/16/2015	12,394.71		.00
141697	1685	00	METRO INDUSTRIAL SUPPLY INC.	12/16/2015	2,448.44		.00
141698	2310	00	MIELE PROFESSIONAL PRODUCTS	12/16/2015	1,880.00		.00
141699	303	00	MILLER & CHITTY COMPANY INC	12/16/2015	420.00		.00
141700	4117	00	MR JOHN INC	12/16/2015	100.08		.00
141701	4767	00	NATIONAL VISION ADMINISTRATORS, LLC	12/16/2015	2,759.44		.00
141702	1793	00	NEAL SYSTEMS INC	12/16/2015	460.00		.00
141703	3014	00	NEPTUNE TECHNOLOGY GROUP, INC.	12/16/2015	1,950.00		.00
141704	2834	00	NEW JERSEY FIRE EQUIPMENT LLC	12/16/2015	1,260.10		.00
141705	3788	00	NEW JERSEY FRAME & MOULDING	12/16/2015	1,025.00		.00
141706	4775	00	ALM	12/16/2015	183.00		.00
141707	1048	00	NU STATE SAFETY COUNCIL	12/16/2015	35.00		.00
141708	3486	00	NORTH ARLINGTON	12/16/2015	805.00		.00
141709	3686	00	NORTHERN SAFETY CO. INC	12/16/2015	2,556.15		.00
141710	3547	00	NOWELL AMAROSO KLEIN BIERMAN, P.A.	12/16/2015	928.00		.00
141711	3324	00	NW FINANCIAL GROUP, LLC	12/16/2015	12,866.25		.00
141712	2238	00	OLYMPIC WIRE & CABLE CORP	12/16/2015	5,016.68		.00
141713	4184	00	ONE CALL CONCEPTS, INC.	12/16/2015	1,410.84		.00
141714	1383	00	OPTICAL IMAGING	12/16/2015	265.00		.00
141715	2084	00	P & A AUTO PARTS	12/16/2015	80.62		.00
141716	2788	00	PASHMAN STEIN	12/16/2015	935.29		.00
141717	3738	00	POLARIS GALAXY INSURANCE, LLC	12/16/2015	100.00		.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
141718	4344	00	RE-TRON TECHNOLOGIES, INC.	12/16/2015	166.54	.00
141719	3389	00	POWERS SERVICE COMPANY, INC.	12/16/2015	2,603.09	.00
141720	3761	00	PRECISION ELECTRIC MOTORS WORKS	12/16/2015	255.36	.00
141721	4457	00	R & J CONTROL, INC.	12/16/2015	3,891.00	.00
141722	2256	00	R S KNAPP COMPANY	12/16/2015	63.64	.00
141723	3461	00	RARITAN SUPPLY COMPANY	12/16/2015	1,790.40	.00
141724	1859	00	REMINGTON VALVE & AUTOMATION, INC.	12/16/2015	4,055.40	.00
141725	4189	00	REMINGTON, VERNICK & ARANGO ENGRS	12/16/2015	5,554.29	.00
141726	4397	00	REPAIR WELDING LLC	12/16/2015	6,200.00	.00
141727	4516	00	RIBBONS EXPRESS, INC	12/16/2015	1,482.85	.00
141728	4225	00	RICCIARDI BROTHERS OF PATERSON CORP	12/16/2015	1,044.78	.00
141729	402	00	RICOH BUSINESS SYSTEMS, INC.	12/16/2015	706.57	.00
141730	4223	00	RUTGERS, THE STATE UNIVERSITY OF NJ	12/16/2015	581.00	.00
141731	4342	00	SAMM SOUND DISTRIBUTORS	12/16/2015	1,450.00	.00
141732	3594	00	SEVERN TRENT SERVICES	12/16/2015	44,743.32	.00
141733	4773	00	MICHAEL'S SAUMERIA	12/16/2015	235.40	.00
141734	4565	00	T & R AUTOMOTIVE DIST	12/16/2015	819.20	.00
141735	4691	00	TEC SOLUTIONS	12/16/2015	990.00	.00
141736	3969	00	TELOG	12/16/2015	600.00	.00
141737	4638	00	THE GIDDINGS GROUP	12/16/2015	11,934.00	.00
141738	141	00	THERMO ELECTRON NORTH AMERICA LLC	12/16/2015	241.98	.00
141739	1963	00	THOMAS SCIENTIFIC	12/16/2015	74.05	.00
141740	2718	00	THOMSON REUTERS - WEST	12/16/2015	1,182.00	.00
141741	1351	00	TILCON NEW YORK, INC.	12/16/2015	3,879.59	.00
141742	3866	00	TTI ENVIRONMENTAL, INC.	12/16/2015	7,246.00	.00
141743	4510	00	U S SECURITY ASSOCIATES, INC.	12/16/2015	16,840.40	.00
141744	481	00	UNDERWATER SCREENING SERVICES LLC	12/16/2015	12,120.96	.00
141745	3246	00	UNITED FEDERATED SYSTEMS	12/16/2015	1,421.33	.00
141746	4395	00	USDA, APHIS, GENERAL	12/16/2015	1,571.18	.00
141747	2230	00	VAC SHACK	12/16/2015	1,949.00	.00
141748	4581	00	VERONA INDUSTRIAL & BUILDING SUPPLY	12/16/2015	8,392.70	.00
141749	489	00	VWR INTERNATIONAL, LLC	12/16/2015	6,692.50	.00
141750	3771	00	W B MASON COMPANY, INC.	12/16/2015	497.91	.00
141751	201	00	WAYNE WHOLESALF FERTILIZER COMPANY	12/16/2015	349.02	.00
141752	3012	00	WELT & KUZEMCZAK LLC	12/16/2015	900.00	.00
141753	2492	00	WHITEMARSH CORPORATION	12/16/2015	13,879.12	.00
141754	3341	00	XEROX CORPORATION	12/16/2015	1,222.00	.00
141755	4675	00	YARDVILLE SUPPLY COMPANY	12/16/2015	1,006.88	.00
141756	522	00	YRC FREIGHT	12/16/2015	13,561.27	.00
141757	406	00	ZEE MEDICAL SERVICE	12/16/2015	896.63	.00
141758	759	00		12/16/2015	577.50	.00
NUMBER OF CHECKS	143		GRAND TOTAL		813,327.77	4,232.80

RECOMMENDATIONS FROM EXECUTIVE CONFERENCE

GOOD AND WELFARE

ADJOURNMENT