



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-124

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: September 14, 2016

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: BLUMENTHAL 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: CLEAVES AYES: 5 ABSENT: 2 Time: 12:29

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	<u>X</u>			
ROBERT VANNOY				<u>X</u>
CHRYSTAL CLEAVES	<u>X</u>			
*GLORIA KOLODZIEJ	<u>X</u>			
DAVID BLUMENTHAL	<u>X</u>			
GERALD FRIEND	<u>X</u>			
RIGO SANCHEZ				<u>X</u>


 PRESIDENT- PRO-TEM
 GLORIA KOLODZIEJ


 SECRETARY
 CHRYSTAL CLEAVES

*-VOTED LAST AS PRESIDENT PRO-TEM



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 September 14, 2016.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 16-125

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
EASEMENT AGREEMENT WITH NEW JERSEY SCHOOLS DEVELOPMENT
AUTHORITY DRAINAGE IMPROVEMENT, CITY OF PATERSON, PASSAIC
COUNTY, NEW JERSEY**

**Water Service Access Easement for Public School No. 16, Block 7401 Lots 1, 2, 5, and 9
Block 7401 Lots 14 and 15 (East 21st Street and East 20th Street)
City of Paterson, New Jersey**

DATE OF ADOPTION: SEPTEMBER 14, 2016

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

Introduced by Commissioner: FRIEND

Seconded by Commissioner: CLEAVES

WHEREAS, the Passaic Valley Water Commission ("the Commission") as statutorily chartered public water utility serving the City of Paterson ("Paterson") has undertaken to provide portable water services to the school facility constructed by the New Jersey Schools Development Authority ("SDA"), designated as Public School No. 16, designated Block 7401, Lots, 1, 2, 5, and 6 and Block 7401 Lots 14, 15 and 16, fronting on East 21st Street and East 20th Street with the City of Paterson ("the School Facility");

WHEREAS, in order to provide for the installation of Commission water lines to the School Facility both the Commission and the SDA have agreed on a form of easement, granting the Commission permanent easement rights of access to the School Facility for purpose of installing, operating and maintaining water utility lines and facilities, and for whatever other water utility service purposes for which rights of easement may be necessary and convenient for the Commission's public water utility purposes, including for the provision of continuous service to the School Facility, the Commission and the SDA, together with their respective attorneys have agreed to terms of easement as further set forth in the schedule annexed hereto as Schedule A ("Easement");

WHEREAS, it having been reported to the Commission that the Easement has been reviewed by the Commission Department of Engineering and by Special Counsel for the Commission, and found sufficient, both to secure and record the Commission's rights of utility

services related access to the School Facility, and to convey rights of easement access to the Commission from the SDA as state agency authorized to grant such rights, including the rights of easement conveyed in the attached form of easement entered by SDA as grantor and accepted by the Commission as grantee thereunder;

WHEREAS, in consultation with the SDA and its engineering professionals , named as grantor in the annexed Easement, the Commission's Engineer department has determined that the survey drawing annexed to the attached Easement sufficiently conforms with the descriptions incorporated into the Easement, and also reliably depicts the actual, "as built", installed, location of the Commission's pipelines, mains, meters and facilities installed with the Easement route for purpose of serving the School Facility;

WHEREAS, upon execution of the annexed form of Easement by the SDA as authorized grantor thereunder, conveying rights of use and access within the Easement to the Commission, the Commission will cause the Easement to be executed on behalf of the Commission and to be duly filed and recorded with Registrar of the County of Passaic, thereby serving as record notice of the Commission's perpetual easement rights of access and use of the School Facility areas, as shown in the description and as built survey drawing annexed to the Easement and incorporated therein by reference;

NOW THEREFORE, be it resolved by the Board of Commissions of the Passaic Valley Water Commission:


1. The Commission agrees to the terms of the form of easement between the SDA and the Commission annexed hereto as Schedule A; and
2. The appropriate officers and employees of the Commission are hereby authorized and directed to execute and record the Easement agreement attached hereto, in accordance with the instant Resolution and supporting submissions provided to the Board of Commissioners in connection therewith, all as set forth herein above.

Adopted on the Roll: Ayes: Absent:
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
Friend, G.	X			
Cleaves, C.	X			
Kolodziej, G.	X			
Levine, J.	X			
Sanchez, R.				X
Vannoy, R.				X
Blumenthal, D.	X			

Adopted at a meeting of Passaic Valley Water Commission on September 14, 2016.


PRESIDENT PRO-TEM
GLORIA KOLODZIEJ

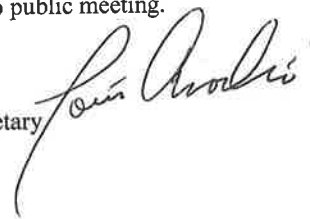

SECRETARY
CHRYSTAL CLEAVES

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

Cc: J. A. Bella
J. J. Duprey
G. T. Hanley
K. McPherson
Y. Weiss
File

This is to certify the within is a true and correct Action taken by the Board of Passaic Valley Water Commission during its September 14, 2016 public meeting.

Louis Amodio,
Administrative Secretary



Memorandum

To: Honorable Commissioners of the Passaic Valley Water Commission

Cc: PVWC Legal Department ; PVWC Engineering Department; Office of PVWC Administrative Secretary

Fr: Waters, McPherson, McNeill, P.C. , Special Counsel to PVWC

Date: August 31, 2016

File: Public School No. 16 , East 21st and East 22nd Streets , City of Patterson , NJ

Re: Deed of Easement for Installation, Operation, and Maintenance of Public Utility Water lines, valves, meters. and facilities serving NJ Schools Development Authority Project – Proposed Resolution Authorizing Acceptance , Execution and Recording of Access Easement

Attached is a proposed form of Resolution, authorizing execution on behalf of PVWC , and recording, of a form of Deed of Easement (also attached), being issued by the New Jersey Schools Development Authority ("SDA") to the Passaic Valley Water Commission , in connection with SDA Project , Paterson , P.S. No. 16 , East 20th and East 21st Streets , Paterson , N.J. The Easement grants the Commission permanent rights of access for the installation , operation and maintenance of water lines and facilities servicing the school in accordance with the Commission's public water utility mission.

Construction and installation of the Commission's water lines servicing the P.S. No. 16 has actually proceeded to completion pursuant to agreement with the SDA, under the terms set forth in the attached easement . However, final execution of a memorializing easement had been deferred , pending reconciliation of field condition variances between the actual , " as – built " location of the Commission's waterlines and the locations anticipated on pre – construction drawings and plans .

Following field inspection of installed facilities and review of the revised description and survey drawing annexed to the form of Easement that accompanies the proposed Resolution, PVWC Engineering is now reasonably satisfied that the revised description and survey drawing annexed to the Easement conform to the installed pipeline's actual location on site.

Accordingly, the proposed Resolution completes the process by authorizing PVWC's acceptance of the Easement executed by SDA, and its execution on behalf of PVWC as grantee, and its recording with the County Registrar as permanent record of PVWC rights of access.

Waters, McPherson, McNeill, P.C.

300 Lighting Way Secaucus, NJ 07096

201-863-4400

Kenneth D. McPherson, Jr

201-330-7468

Prepared by:

Sandra L. Vieser, Esq.

Deed of Easement

THIS DEED OF EASEMENT is given this ____ day of _____, 2016, between, **NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**, having an office at 32 East Front Street, PO Box 991, Trenton, New Jersey 08625, referred to herein as "Grantor" and the **PASSAIC VALLEY WATER COMMISSION**, having its office at 1525 Main Avenue, Clifton, NJ 07011, referred to herein as the **GRANTEE**.

WHEREAS, the Grantor is the owner of that certain property known as a portion of Block 7401, Lots 1, 2, 5 and 6 and Block 7402, Lots 14, 15 and 16; and Block 8918, Lots 20 and 21 (collectively called the "Property"), all lying and being located in the City of Paterson, County of Passaic and State of New Jersey; and

WHEREAS, Grantee is a statutorily chartered public water utility engaged in furnishing water utility service to subscribers in the State of New Jersey; and

WHEREAS, Grantor does agree to convey an easement to Grantee for the purposes described below, in connection with providing water service to the Property and for the conduct by Grantee of its business, all in accordance with and for the purposes set forth in this Deed of Easement, for the mutual benefit of both Grantor and Grantee.

WITNESSETH:

NOW THEREFOR, In consideration of these premises and the sum of One (\$1.00) Dollar good and valuable consideration paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey to Grantee an approximately fifteen (15) foot wide non-exclusive water utility line easement in, under, through, upon, over and across the portion of the Property as more particularly described in the metes and bounds description attached hereto as Exhibit A (the "Easement Area") with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of installing, constructing, inspecting, altering, extending, repairing, replacing, rebuilding, operating, and maintaining mains, pipes, and other fixtures, appurtenances and facilities (hereinafter the "Facilities") which Grantee may deem necessary or proper for the transmission and distribution of water.

2. Grantor further grants to Grantee the right of ingress and egress onto the said Easement Area by such route over the Property as shall occasion the least practicable damage and inconvenience to Grantor.

3. Grantee, by acceptance of these easement covenants, agrees that:

(a) Grantee shall install and maintain the Facilities and keep them functioning properly. Grantee shall perform all work required in connection with the maintenance and safe and proper use and operation of the Facilities installed by Grantee within the Easement Area including, without limitation, all required inspections, alterations, construction, repairs, replacements, operation, and other necessary maintenance work at or with respect to the Facilities. Such work shall be performed in a good and workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the Property and/or the Easement Area, shall be promptly repaired and restored to substantially its condition immediately prior to damage, at the sole cost and expense of Grantee, including without limitation damage to sidewalks, driveways and landscaping (inclusive of grading and seeding) located thereon. Immediately following any permitted maintenance activities initiated by the Grantee, the Grantee will cause to be removed from the Property, including the Easement Area, all easement maintenance related debris, surplus material and construction equipment and will

leave the Property in a neat and presentable condition to include prompt restoration to smooth surface contours of any easement related trench settlement. Any agreement entered into between Grantee and any contractor selected to perform any work in connection with the maintenance of the Easement Area, shall provide that the contractor shall indemnify Grantor against any actions which may in any manner arise out of, be occasioned by, or result from performance of such work by the contractor, its agents, servants, employees or invitees, express or implied

(b) Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee, or by any employee, licensee, invitee or agent of Grantee in the course of their employment by Grantee, on the Property.

(c) Grantee shall not construct any additional improvements on top of the ground of the Easement Area.

4. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of said Facilities within the Easement Area.

5. Grantor reserves the right to use the Property, including the Easement Area, for purposes which will not interfere with the safe, proper or convenient use of the Easement Area by Grantee for the purposes herein stated. Grantor shall maintain the above ground Easement Area on a regular basis in accordance with its standard maintenance practices and shall not construct any new improvements either on or above the Easement Area without Grantee's consent..

6. Subject to the consent of Grantee, which shall not be unreasonably withheld or delayed, Grantor shall have the right to allow other utilities to use the Easement Area for any purpose which does not in any way interfere with the accessibility to and safe operation of the Facilities of Grantee. Grantor's right to allow other utilities to use the Easement Area does not include the right to allow other utilities to use the Facilities that Grantee has installed in the Easement Area Or to construct any new improvements either on or above the Easement Area which would in any way inhibit Grantee's use of the Easement Area for the purposes set forth herein.

7. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text written instrument may require.

8. Whenever in this instrument any parties shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives' successors and assigns" had been inserted after each and every such designation.

9. The Easement granted herein will revert to the Grantor in the event that the Grantee ceases to use the Easement Area for the sole purpose granted herein.

10. This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

11. Each of the Parties shall have the right to record this Deed of Easement.

In Witness Whereof, the Grantor and the Grantee have hereunder set their hand and seal this day and year first above written.

ATTEST:

New Jersey Schools Development Authority

By:

Thomas B. Schrum, Program Director

ATTEST:

Passaic Valley Water Commission

By:

Name: _____

STATE OF NEW JERSEY:

ss.

COUNTY OF MERCER:

Be it remembered, that on this ____ day of _____, 2016, before me the subscriber, personally appeared Thomas B. Schrum, Program Director of New Jersey Schools Development Authority who, I am satisfied is the person named in and who executed this Instrument and acknowledged that he signed, sealed and delivered the same as the act and deed of the New Jersey Schools Development Authority with the approval of its Authority Members for the purpose therein expressed.

A Notary Public of New Jersey

STATE OF NEW JERSEY:

ss.

COUNTY OF _____:

Be it remembered, that on this ____ day of _____, 2016, before me the subscriber, personally appeared _____ of Passaic Valley Water Commission, who, I am satisfied, is the person who has signed the within Instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered same as such officer aforesaid and that the within Instrument is the voluntary act and deed of said Passaic Valley Water Commission made with the approval of the Board of Commissioners thereof for the purposes expressed herein.

A Notary Public of New Jersey



WATERLINE EASEMENT 1
LOTS 1,2,5 & 6, BLOCK 7401, LOTS 14,15 & 16, BLOCK 7402
& LOTS 20 & 21, BLOCK 8918

CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

BEGINNING at a point, said point being North 81°16'20" West a distance of 41.26 feet from the intersection of the southerly line of Lot 15, Block 7402 with the westerly right-of-way of East 21st Street (60 foot wide right-of-way per tax map), and running thence;

1. North 81°16'20" West a distance of 24.54 feet to a point, thence;
2. North 40°34'59" West a distance of 279.54 feet to a point, thence;
3. North 39°17'44" West a distance of 114.56 feet to a point, thence;
4. North 37°20'04" West a distance of 53.70 feet to a point, thence;
5. North 29°44'51" West a distance of 55.90 feet to a point, thence;
6. North 02°35'16" West a distance of 29.12 feet to a point, thence;
7. North 81°59'13" West a distance of 12.98 feet to a point of cusp, thence;
8. On a curve to the right having a radius of 222.14 feet, an arc length of 2.29 feet, whose chord bears North 01°18'44" West a chord distance of 2.29 feet to a point of cusp, thence;
9. On a curve to the right having a radius of 370.48 feet, an arc length of 33.66 feet, whose chord bears North 02°16'46" East a chord distance of 33.65 feet to a point of cusp, thence;
10. South 83°28'22" East a distance of 12.96 feet to a point, thence;
11. North 11°20'02" East a distance of 27.43 feet to a point, thence;
12. North 29°41'17" East a distance of 18.62 feet to a point, thence;
13. North 50°55'26" East a distance of 14.87 feet to a point, thence;
14. North 78°04'13" East a distance of 23.72 feet to a point, thence;
15. South 81°16'22" East a distance of 146.61 feet to a point, thence;

878 Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pssnj.com

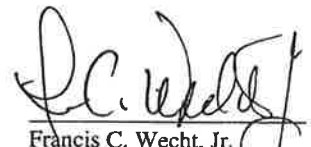
P:\04921\0007\Draws\CAD\Drawings\Descriptions\WATERLINE EASEMENT 1.Doc



16. South 12°48'40" West a distance of 23.70 feet to a point, thence;
17. North 81°16'22" West a distance of 154.04 feet to a point, thence;
18. South 31°01'27" West a distance of 32.89 feet to a point, thence;
19. South 08°21'51" West a distance of 38.90 feet to a point, thence;
20. South 07°43'22" East a distance of 26.50 feet to a point, thence;
21. South 15°52'06" East a distance of 14.77 feet to a point, thence;
22. South 35°22'41" East a distance of 37.39 feet to a point, thence;
23. South 37°20'04" East a distance of 96.91 feet to a point, thence;
24. South 39°17'44" East a distance of 31.40 feet to a point, thence;
25. South 81°16'24" East a distance of 13.46 feet to a point, thence;
26. South 40°01'59" East a distance of 7.01 feet to a point, thence;
27. South 49°58'01" West a distance of 9.09 feet to a point, thence;
28. South 39°17'44" East a distance of 110.70 feet to a point, thence;
29. South 40°34'59" East a distance of 208.95 feet to the **POINT OF BEGINNING**.

Containing an area of 15,243 square feet or 0.350 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.


Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
May 10, 2016
Revised May 26, 2016



WATERLINE EASEMENT 2
LOTS 1,2,5 & 6, BLOCK 7401, LOTS 14,15 & 16, BLOCK 7402
& LOTS 20 & 21, BLOCK 8918

CITY OF PATERSON
PASSAIC COUNTY, NEW JERSEY

BEGINNING at a point, said point being North 08°43'40" East a distance of 83.69 feet from the intersection of the southerly line of Lot 15, Block 7402 with the westerly right-of-way of East 21st Street (60 foot wide right-of-way per tax map), and running thence;

1. North 81°16'20" West a distance of 15.00 feet to a point, thence;
2. North 08°43'40" East a distance of 15.00 feet to a point, thence;
3. South 81°16'20" East a distance of 15.00 feet to a point, thence;
4. South 08°43'40" West a distance of 15.00 feet to the **POINT OF BEGINNING**.

Containing an area of 225 square feet or 0.005 acres more or less.

Subject to any easements or restrictions of record which an accurate title search may discover.

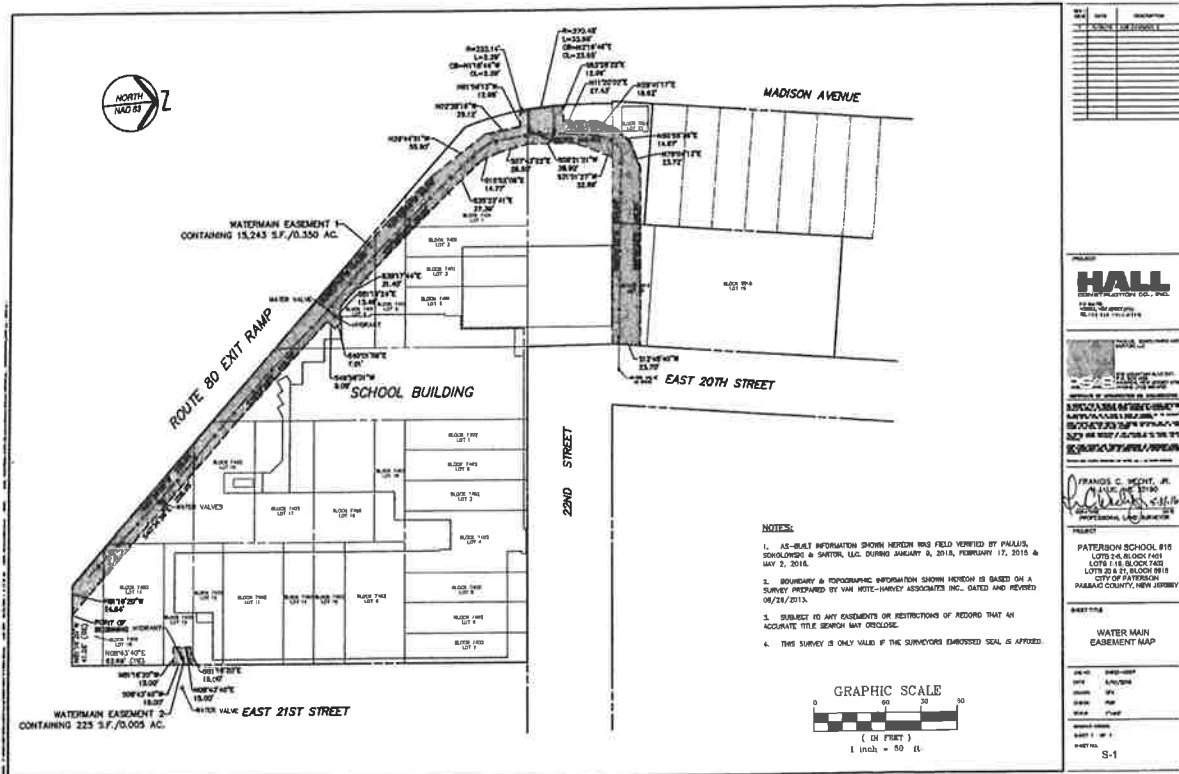
Francis C. Wecht, Jr.
Professional Land Surveyor
NJ License No. 27190
May 26, 2016

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

PSA 2016 01 01

P:\04921\0007\DWG\CAD\IV-Survey\Descriptions\WATERLINE EASEMENT 2.Doc



RESOLUTION: 16-126
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: September 14, 2016

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **CLEAVES**

WHEREAS, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC, and the said six-month maintenance contract is due for renewal on October 1, 2016; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated September 7, 2016 recommending renewal of the maintenance contract with Sungard Public Sector (hereinafter the "Contract") in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a copy of the Contract, which commences October 1, 2016 and ends on or about March 31, 2017 in the total amount of \$57,883.36 (and including a breakdown of applications and related fees), is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced correspondence and Contract and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed Contract 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 as Exhibit C; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of Sungard Public Sector (the "Awardee") with regard to the Contract at this time;

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

1. That PVWC hereby awards a six-month Contract commencing as of October 1, 2016 for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$57,883.36; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

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 September 14, 2016.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM

DIRECTOR OF PURCHASING'S MEMORANDUM
DATED SEPTEMBER 7, 2016

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 7, 2016

FROM: Purchasing Department

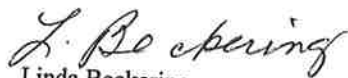
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss

RE: **System Software Semi-Annual Maintenance**

Our six (6) month maintenance contract with Sungard Public Sector is due for renewal on October 1, 2016 (breakdown of applications and fees for each is attached). The total amount for renewal is \$57,883.36. 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 ✓

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM

SUNGARD PUBLIC SECTOR'S
MAINTENANCE CONTRACT DATED OCTOBER 1, 2016

EXHIBIT B

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company
LG

Document No
125697

Date
31/Aug/2016

Page
1 of 3

Bill To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	30/Sep/2016
No	SKU Code/Description/Comments	Units	Rate	Extended	
	Contract No. 00000814.0				
3	Selectron Credit Card Payment I/F - CIS Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	267.72	267.72	✓
4	CIS Voice Response Interface - Selectron Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	677.49	677.49	✓
	Contract No. 00001293				
	QRep End User Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	142.06	142.06	✓
	Contract No. 090324				
	QRep Catalogs for K1 & KL Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	2.00	172.76	345.52	✓
	Contract No. 09776				
	OnePoint Point of Sale Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	939.03	939.03	✓
	Contract No. 20011068				
	CIS Voice Response Selectron Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	921.53	921.53	✓
	Contract No. 20040233				
	NAVI - Continuing Property Records Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	6,659.39	6,659.39	✓
	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	0.00	0.00	
	NAVI - Cash Receipts Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	1,709.77	1,709.77	✓
	NAVI - Customer Information Systems Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	13,675.92	13,675.92	✓
	NAVI-GMBA Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	6,734.75	6,734.75	✓
	Navilline-Land/Parcel Management Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	1,785.11	1,785.11	✓
Page Total				33,858.29	

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	125697	31/Aug/2016	2 of 3

Bill To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	30/Sep/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
1	NAVI-Accounts Receivable Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	2,379.19	2,379.19 ✓
2	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	3,697.73	3,697.73 ✓
3	NAVI-Payroll/Personnel Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	2,341.51	2,341.51 ✓
4	NAVI-DMS - Document Management Services Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	562.55	562.55 ✓
5	Catalogs for CPJ,CRJ,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WFJ Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	9.00	173.31	1,559.79 ✓
Contract No. 20040668				
	Click2Gov Core Module Embedded (2) Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	956.30	956.30 ✓
	Click2Gov Customer Information Module Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	2,976.16	2,976.16 ✓
Contract No. 20040771				
	NAVI - Contact Management Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	4,477.28	4,477.28 ✓
	Q-Rep Web Intranet Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	20.00	32.56	651.20 ✓
Contract No. 9900189				
	QRep Administrator Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	180.84	180.84 ✓
	QRep End User Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	3.00	180.84	542.52 ✓
Contract No. 9900648				
	Retrofit Modification Option Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	21.00	50.00	1,050.00 ✓

Page Total **21,375.07**

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	125697	31/Aug/2016	3 of 3

Bill To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	30/Sep/2016

to	SKU Code/Description/Comments	Units	Rate	Extended
----	-------------------------------	-------	------	----------

Remittance: SunGard Public Sector
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	55,233.36
Sales Tax	0.00
Invoice Total	55,233.36
Payment Received	0.00
Balance Due	55,233.36

SUNGARD' PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company
LG

Document No
125196

Date
31/Aug/2016

Page
1 of 1

Bill To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Ship To: Passaic Valley Water
1525 Main Avenue
CLIFTON, NJ 07011
United States
Attn: Linda Beckering 973-340-4315

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 2181LG	Passaic Valley Water		USD	NET30	30/Sep/2016

No SKU Code/Description/Comments

Contract No. 20020713

No	SKU Code/Description/Comments	Units	Rate	Extended
1	Electronic Learning Pass (HELP) Card-LF Maintenance Start: 01/Oct/2016, End: 31/Mar/2017	1.00	2,650.00	2,650.00 ✓

Page Total 2,650.00

Remittance: SunGard Public Sector
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	2,650.00
Sales Tax	0.00
Invoice Total	2,650.00
Payment Received	0.00
Balance Due	2,650.00

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM
PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract : **Sungard Public Sector**


Amount of Project or Contract: \$ 57,883.36

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

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

Other comments: Six (6) Contract Commencing: October 2016
System Software Semi-Annual Maintenance

Date of Certification: 09/07/2016 Certified: \$ 57,883.36


Vitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 12-127
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #M0483-16-r-24098 89967
PROCUREMENT OF COMPUTER EQUIPMENT

DATE OF ADOPTION: SEPTEMBER 14, 2016

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: **FRIEND**

Seconded by Commissioner: **CLEAVES**

WHEREAS, PVWC requires the procurement of two (2) new computers for PVWC's Maintenance Department to replace obsolete desktop computers; and

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

WHEREAS, PVWC has elected to procure the said computer equipment in the total amount of \$2,415.08 from Dell Marketing, L.P. of Round Rock, Texas (the "Awardee") under State Contract #M0483-08-r-39975 70256 (herein the "State Contract"), and a copy of a memorandum dated September 2, 2016 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

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

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

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

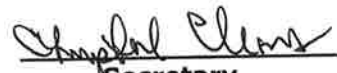
1. That the purchase of the above-referenced computer equipment under the State Contract is hereby awarded to the Awardee in the total amount of \$2,415.08; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GLORIA KOLODAIEJ


Secretary
CHRYSTAL CLEAVES

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 September 14, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**STATE CONTRACT #M0483-16-r-24098 89967
PROCUREMENT OF COMPUTER EQUIPMENT**

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED SEPTEMBER 2, 2016
PVWC's FINANCIAL CERTIFICATION SHEET
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: September 2, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # M0483-16-r-24098 89967
Computers and Monitors**

The Maintenance Department requires two (2) all-in-one desktop computers to replace obsolete desktops.

The State Contract purchase would be from **Dell Marketing, L.P.**, of Round Rock, Texas, in the amount of **\$2,415.08**. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey
J. Gallagher

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **State Contract Purchase M0483-16-r-24098 89967
Dell Marketing, L.P.**


Amount of Project or Contract: \$ 2,415.08

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

Specific Appropriation to which expenditures will be charged: Budget 2016

Other comments: Single Purchase: September 2016
Computer Equipment

Date of Certification: 09/02/2016 Certified: \$ 2,415.08


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb



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

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 #
M0003 16-r- 24052	SOFTWARE LICENSE & RELATED SER	DELL MARKETING LP	89850
M7000 15-r- 23681	DATA COMMUNICATIONS EQUIPMENT	DELL MARKETING LP	88796
M0483 16-r- 24098	NASPO VALUEPOINT COMPUTER	DELL MARKETING LP	89967

[TOP](#)



[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

[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.



Quote 1024282469047.1

PASSAIC VALLEY WATER COMMISSIO

Salesperson**Quote Details****Billing Details****Salesperson Name**
Mona Mostofi**Quote Date**
09/01/2016**Company Name**
PASSAIC VALLEY WATER COMMISSIO**Salesperson Email**
Mona_Mostofi@Dell.com**Quote Validity**
10/01/2016**Customer Number**
133751762**Salesperson Phone**
1(800) 456-3355**Solution ID**
-**Phone Number**
1 (973) 8030563**Salesperson Extension**
7250160**Address**
1525 MAIN AVE
CLIFTON
NJ
07011-2195
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7440 AIO	2	\$1,207.54	\$2,415.08
Subtotal			\$2,415.08
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$2,415.08

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Mona Mostofi

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

Product Details by Shipment

Shipping Group 1

Shipping Contact:	ACCOUNTS PAYABLE	Subtotal	\$2,415.08
Shipping Phone No:	1 (973) 8030563	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	1525 MAIN AVE	Environmental Fee	\$0.00
	CLIFTON	Total	\$2,415.08
	NJ 07011-2195		
	US		

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 7440 AIO	2	\$1,207.54	\$2,415.08

Estimated Delivery Date: 09/12/2016
Contract Code: wn23agw
Customer Agreement No: MNWNC-108/89967

210-AFLX	OptiPlex 7440 AIO XCTO	2	-	-
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	2	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	2	-	-
658-BCSB	Microsoft (R)Office 30 Day Trial	2	-	-
391-BBDM	Non-Touch LCD, Dell OptiPlex AIO	2	-	-
575-BBHP	Articulating Stand for OptiPlex 7440	2	-	-
490-BBFG	Intel Integrated Graphics, Dell OptiPlex	2	-	-
329-BCSS	7440 AIO 23.8, FHD NonTouch with No Camera, Integrated Graphics, Bronze PSU	2	-	-
370-ACHW	16GB (2x8G) 2133MHz DDR4 Memory	2	-	-
400-AJCV	2.5 inch 500GB 7200rpm Hard Disk Drive	2	-	-
401-AADF	No Additional Hard Drive	2	-	-
555-BCOY	Intel Dual Band Wireless 8260 (802.11ac) + Bluetooth	2	-	-
555-BCOG	Intel DB WLAN 8260 Software	2	-	-

429-AAWG	No Optical Drive	2	-	-
632-BBBJ	PowerDVD Software not included	2	-	-
580-ADJM	Dell KM636 Wireless Keyboard & Mouse English, Black	2	-	-
570-AAAF	No mouse selected on your OptiPlex system	2	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	2	-	-
634-BENZ	No DDPIESS Software	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
631-AAUF	Intel(R) vPro Technology Enabled	2	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	2	-	-
640-BBDF	Adobe Reader 11	2	-	-
640-BBEV	Dell Data Protection Protected Workspace	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	2	-	-
658-BBNF	Waves Maxx Audio Royalty	2	-	-
658-BBVM	MY DELL	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	2	-	-
387-BBKP	ENERGY STAR Version 6.0 7440 AIO	2	-	-
340-ABJI	No Diagnostic/Recovery CD media	2	-	-
340-ABKW	No Quick Reference Guide	2	-	-
332-1286	US Order	2	-	-
389-BCGW	No UPC Label	2	-	-
389-BBUU	Shipping Label for DAO	2	-	-
389-BHTB	Ship Material for OptiPlex 7440 AIO	2	-	-
389-BHJV	Intel Core i7 vPro Processor Label	2	-	-
817-BBBN	NO RAID	2	-	-
409-BBCF	No Intel Rapid Start or Smart Connect	2	-	-
800-BBIO	Desktop BTO Standard shipment	2	-	-
525-0057	Kace K1000 Express	2	-	-
329-BBJL	TPM Enabled	2	-	-
389-BHSV	Regulatory Label Opti 7040 AIO Non Touch	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	2	-	-
817-BBBB	No FGA	2	-	-
480-AACF	Monitor not included	2	-	-
461-AABV	No Accessories	2	-	-
817-BBBC	Not Selected in this Configuration	2	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115	2	-	-
997-6870	Dell Limited Hardware Warranty Plus Service	2	-	-
997-6895	ProSupport: Next Business Day Onsite 3 Years	2	-	-
997-6915	ProSupport: 7x24 Technical Support, 3 Years	2	-	-

Important Notes

Terms of Sale

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

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

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

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

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

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

Pricing, Taxes, and Additional Information

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

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

RESOLUTION: 16-128
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: September 14, 2016

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: **FRIEND**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on August 9, 2016 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-7 "Furnish and Deliver Valves, Tapping Gate Valves and Tapping Sleeves"; and

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

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

WHEREAS, the lowest responsible, responsive bid submitted for this Contract was that of Water Works Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid in the amount of \$459,216.14; 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. 16-B-7 "Furnish and Deliver Valves, Tapping Gate Valves and Tapping Sleeves" in the total amount of \$459,216.14 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 16-B-7 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

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 September 14, 2016.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 31, 2016

FROM: Purchasing Department


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

RE: **Contract # 16-B-7**
Valves, Tapping Gate Valves and Tapping Sleeves

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 four (4) bids received, the lowest responsive and responsible proposals was submitted by Water Works Supply Company in the amount of \$459,216.14.

Respectfully submitted,


Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

CERTIFICATION OF AVAILABILITY OF FUNDS

YW:lb

Contract 16-B-7
Valves, Tapping Gatg Valves and Tapping Sleeves

Bids Received: August 9, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Water Works Supply Company, Inc. 660 Route 23 Pompton Plains, New Jersey 0744 craigc@wwscoi.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$459,216.14	X Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Brent Material Company 325 Columbia Turnpike - Suite 308 Firmham Park, New Jersey 07932 tom@brentmaterial.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$457,726.29 s/b \$467,470.71	X Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
HD Supply Waterworks 61 Gross Avenue Edison, New Jersey 08837 fred.schweighardt@hdsupply.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$516,282.71	X Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, New Jersey 07470 michael@rieco@capitolsupplyconstruction.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$455,729.00 s/b \$467,596.29	X Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION: 16-129
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: September 14, 2016

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: **FRIEND**

Seconded by Commissioner: **CLEAVES**

WHEREAS, on August 30, 2016 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-29 "Furnish and Deliver Quick-Disconnect Type Adapters for Fire Hydrants"; and

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

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

WHEREAS, the lowest responsible, responsive bid submitted for this Contract was that of Water Works Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid in the amount of \$529,874.74; 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:

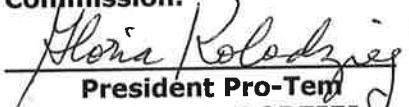
1. That Contract No. 16-B-29 "Furnish and Deliver Quick-Disconnect Type Adapters for Fire Hydrants" in the total amount of \$529,874.74 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

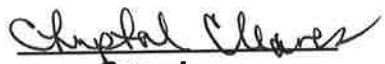
said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-29 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VANNOY, R.	—	—	—	<u>X</u>
LEVINE, J.	<u>X</u>	—	—	—
CLEAVES, C.	<u>X</u>	—	—	—
*KOLODZIEJ, G.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GLORIA KOLODZIEJ


Secretary
CHRYSTAL CLEAVES

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 September 14, 2016.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 31, 2016

FROM: Purchasing Department


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

RE: **Contract # 16-B-29**
Quick-Disconnect Type Adapters for Fire Hydrants

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 Four (4) bids received, the lowest responsive and responsible proposal was submitted by **Water Works Supply Company**, of Pompton Plains, New Jersey, in the amount of **\$529,874.74**

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: **16-B-29 - Water Works Supply Company**


Amount of Project or Contract: \$ 529,874.74

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2016/2017/2018

Other comments: Two Year Contract Commencing: September 2016
Quick-Disconnect Type Adapters for Fire Hydrants

Date of Certification: 08/31/2015 Certified: \$ 529,874.74



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 16-B-29
Quick-Disconnect Type Adapters for Fire Hydrants

Bids Received: August 30, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, New Jersey 07470 michaelgrieco@capitolsupplyconstruction.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$559,600.00 s/b \$565,196.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Brent Material Company 325 Columbia Turnpike - Suite 308 Florham Park, New Jersey 07932 tom@brentmaterial.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$582,005.24	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
HD Supply Waterworks 61 Gross Avenue Edison, New Jersey 08837 fred.schweighardt@hdsupply.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$537,330.10	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
A.P. Certified Testing 5 Jayne Terrace Ringwood, New Jersey 07456 greg@apcertifiedtesting.com	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Water Works Supply Company 680 Route 23 Pompton Plains, New Jersey 07444 craigc@wwwscnj.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$529,874.74	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.