



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-137

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 9, 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: VANNOY 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: LEVINE AYES: 7 ABSENT: Time: 12:08 p.m.

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
RIGO SANCHEZ


Chrystal Cleaves
SECRETARY
CHRYSTAL CLEAVES



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 November 9, 2016.


LOUIS AMODIO
Administrative Secretary

RESOLUTION: 16-138

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 9, 2016

Approved as to form and legality by the Law Department.

Commissioner Vannoy offered the following Resolution for adoption by the Board and

Second by Commissioner: Blumenthal.

WHEREAS, in order to qualify for favorable insurance rates for Employment Practices Liability Insurance through the Municipal Excess Liability Joint Insurance Fund (JIF), it is necessary to adopt an Employee Handbook based on the Model Personnel Policies and Procedures Manual promulgated by the JIF; and

WHEREAS, the Legal Department, with the assistance of Special Labor Counsel and the Personnel Department, has revised the JIF manual (attached) by incorporating the Commission's pre-existing employment policies and procedures and adding certain new provisions per JIF policies; and

WHEREAS, the proposed Passaic Valley Water Commission Employee Handbook was distributed to Commissioners during the September 14, 2016 Executive Conference and approved at the October 19, 2016 meeting.

NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

1. That PVWC hereby adopts the attached revised Passaic Valley Water Commission Employee Handbook; and

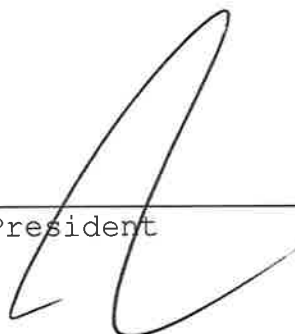
2. The Personnel Department is directed to circulate such Handbook immediately.

ADOPTED; ON THE ROLL, AYES: 7

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President



Secretary

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

cc: Bella
Gallagher
Hanley
File(s)

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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 9, 2016.

A handwritten signature in black ink, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

RESOLUTION: 16-139
PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 9, 2016

**Resolution Authorizing a Shared Services Agreement with the
City of Passaic for Fire Hydrant Testing and
Inspection Services of the Water Distribution System**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: BLUMENTHAL

WHEREAS, Passaic Valley Water Commission ("PVWC") currently supplies water to its owner City of Passaic (also referred to herein as the "City"); and

WHEREAS, the City and PVWC are desirous of entering into a shared services agreement for fire hydrant testing and inspection services of the water distribution system and a form of agreement (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the City to provide fire hydrant testing and inspection services of the water distribution system, as set forth in the Agreement; and

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

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


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

- 1. That the Commission hereby authorizes and approves the Agreement between PVWC and the City of Passaic.
- 2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

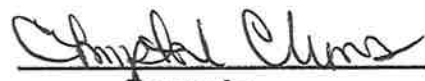
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

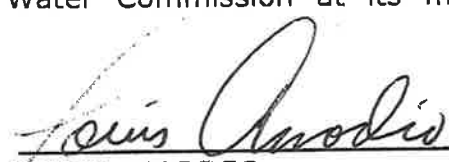


Secretary
CHRYSTAL CLEAVES

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 November 9, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF PASSAIC FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

EXHIBIT A

**SHARED SERVICES AGREEMENT BETWEEN PASSAIC VALLEY WATER
COMMISSION AND THE CITY OF PASSAIC
FOR FIRE HYDRANT TESTING AND INSPECTION SERVICE
OF THE WATER DISTRIBUTION SYSTEM**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this _____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the City of Passaic with its principal offices located at 330 Passaic Street, Passaic, New Jersey 07055, which city is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" (Commission and City are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission operates a system of water distribution within the geographic limits of the City including a fire hydrant system (hereinafter the "System"), and provides water to the Customers within the City; and

WHEREAS, the Commission has determined that contracting with the City to provide fire hydrant testing and inspection services within the City's geographic boundaries is the most economical and advantageous means of implementing its user fee based system of funding the system; and

WHEREAS, the Commission has decided to contract for the testing and inspection of the System and the City is willing and able to provide such services to the Commission; and

WHEREAS, it is the mutual desire of the Parties to enter into an agreement to provide for said services (as specified herein); and

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

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

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the

Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I DEFINITIONS

SECTION 101 Definitions

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

"Agreement" shall mean the agreement by and between the City and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or

nuclear radiation not created by an act or omission of either Party; or

- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the City and the City's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Monthly" shall mean 12 times a year on or before the fifth Business Day of each calendar month.

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

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

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

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

SECTION 102 Miscellaneous

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

ARTICLE II SCOPE OF SERVICES

SECTION 201 Services

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

- a) The City shall utilize whatever procedures, personnel, equipment and other resources as are necessary for the testing and inspection of all fire hydrants located in the City and any fire hydrants which may be hereafter installed by the Commission during the Term of the Agreement. Each hydrant shall be tested twice per year, once during the inspection cycle of each March and April and once during the inspection cycle of each September and October. The required procedures are set forth in this Article II. Such procedures are hereby approved by the City and by the Commission.
- b) The City shall designate a qualified individual to handle questions, problems and inquiries relating to the Services contemplated under this Agreement for the Commission to contact as needed.
- c) The City shall employ sufficient persons, to provide the Services for the Term of the Agreement, as contemplated herein.

Fire hydrant inspection and testing procedures shall be as follows:

- a) All City personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) Forms entitled "Hydrant Testing and Inspection Report" with instructions will be furnished by the Commission to the City (see Attachment A for a copy of the referenced form).

c) The City shall designate qualified and competent City personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):

- 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
- 2) Remove any foliage and/or weeds that impede access to the hydrant.
- 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed.
- 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.
- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
- 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
- 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
- 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
- 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
- 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
- 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
- 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report.

- d) Completed hydrant testing and inspection reports shall be forwarded to the Commission's customer service department via facsimile (973-340-4337) or e-mail (hydrantrepair@pvwc.com).
- e) The City, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
- f) The City, and its employees, servants, agents, or other representatives, shall not flow hydrants. Flow information is available by contacting the Commission at (973-340-4300).
- g) During normal business hours, questions can be directed to Mr. Andy Bisesi, or his successor Supervisor-Water of the Commission's Distribution Department, at 973-340-4361.
- h) The City shall provide services of City's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the City is properly performing and documenting hydrant testing and inspections.

The Commission shall provide, in a timely fashion, to the City, any information reasonably necessary to enable the City to perform the Services contemplated hereby.

SECTION 202 Reports

The City shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the applicable form attached hereto and made a part hereof as Attachment A. The City shall furnish the Commission with copies of all such hydrant testing and inspection reports, (for the March and April inspection cycle) as of each May 1, and (for the September and October inspection cycle), as of each November 1.

SECTION 203 Customer Inquiry Services

The Commission shall continue to be responsible for accessing records and responding to all questions received from Customers or members of the public, regarding fire hydrant service and related matters.

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

The City shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

SECTION 302 Term of Agreement

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of five (5) years commencing upon the Effective Date of the Agreement.

**ARTICLE IV
RESPONSIBILITIES OF THE CITY AND COMPENSATION**

SECTION 401 City Responsibilities

The City shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

SECTION 402 Payments to the City

The City shall invoice the Commission at the end of each inspection cycle (as defined in Section 201) for actual Services provided by the City pursuant to this Agreement. In consideration for the said Services, and commencing upon the Effective Date of the Agreement and continuing for the Term of the Agreement, the Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the City, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202.

The Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the City, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202; as follows:

- a) Passaic \$ 69,500 per year⁽¹⁾ which equates to \$34,750 per inspection cycle⁽¹⁾

The following are offered to Paterson and Clifton based on the same unit pricing as Passaic:

- b) Paterson \$203,500 per year⁽¹⁾ which equates to \$101,750 per inspection cycle⁽¹⁾
- c) Clifton \$168,100 per year⁽¹⁾ which equates to \$84,050 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 695 hydrants in Passaic, 2,035 hydrants in Paterson, 1,681 hydrants in Clifton, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by City's supervisory personnel. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the City to the Commission. Note that the Commission will reimburse the City for up to two inspections per hydrant per year. Additional inspections performed by the City will be at the City's expense.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be

considered as full compensation for applicable Services rendered by the City under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

ARTICLE V
AFFIRMATIVE ACTION REQUIREMENTS

SECTION 501 Mandatory Equal Employment Opportunity Language
(N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)-Goods, Professional
Services, and General Service Contracts

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as

amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

SECTION 502 Incorporation of Legal Requirements

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

ARTICLE VI

INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the City, or any subcontractor or agent or anyone directly or indirectly employed by the City, or any and all of the City's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance or through self-insurance or joint insurance pools.

SECTION 602 Automobile Liability Insurance

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

ARTICLE VII

DEFAULT AND REMEDIES

SECTION 701 Default by Any Party

Any Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the City within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

SECTION 702 Obligation to Perform

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The City shall also be subject to damages in an amount equal to the costs associated with the Commission re-procuring the Services set forth in this Agreement.

SECTION 703 Non-Waiver

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by any Party, or Parties, of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the City under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the City with respect to the Services performed pursuant to this Agreement.

ARTICLE VIII

TERMINATION

SECTION 801 Termination

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

ARTICLE IX

EVENT OF FORCE MAJEURE

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the City or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

ARTICLE X INDEMNIFICATION

SECTION 1001 Indemnification

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

ARTICLE XI ASSIGNMENT AND DELEGATION

SECTION 1101 Assignment and Delegation

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

or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

ARTICLE XII MISCELLANEOUS

SECTION 1201 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

SECTION 1202 Arbitration

- A. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the such claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.
- B. Notwithstanding the foregoing paragraph, the Parties agree that any breach of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations,

agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

SECTION 1211 Filing of Agreement with the Division of Local Governmental Services

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

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

ATTEST:
[Seal]

CITY OF PASSAIC

By: _____
AMADA CURLING
City Clerk

By: _____
DR. ALEX D. BLANCO
Mayor

ATTEST:
[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM TO BE USED BY THE CITY OF PASSAIC
FOR HYDRANT TESTING AND INSPECTION REPORTS**

ATTACHMENT A



Passaic
Hydrant Testing &
Inspection Report

Date _____

Hydrant# _____

Condition _____

Hydrant Type _____

Location _____

Is the condition of the paint satisfactory? _____ Yes _____ No

Color of body paint? _____ Red _____ Yellow

Color of cap paint? _____ Red _____ Yellow

Were the weeds removed? _____ Yes _____ No

Does the hydrant lock? _____ Yes _____ No

On arrival was water in the barrel? _____ Yes _____ No

Does the hydrant drain? _____ Yes _____ No

Does it drain slowly? _____ Yes _____ No

Quick-Disconnect Type Adapter? _____ Yes _____ No

Pressure Test Complete? _____ Yes _____ No

Static Pressure _____ PSI

Are all caps cleaned and greased? _____ Yes _____ No

Comments:

Print Name: _____

Platoon: _____

Signature _____

PVWC USE

Work Order # _____

Completion Date _____

PVWC Remarks:

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Interlocal Government Services Agreement for Hydrant Inspection (**City of Passaic**) for calendar years 2017 - 2021

Amount of Project or Contract: \$69,500.00/yr

1. Acct #: 001-3002-424.72-07 Hydrant Repairs

Other Comments:

Date of Certification: October 31, 2016



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

YW:yw

RESOLUTION: 16-140
PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 9, 2016

**Resolution Authorizing a Shared Services Agreement with the
City of Clifton for Fire Hydrant Testing and
Inspection Services of the Water Distribution System
Date of Adoption:**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: BLUMENTHAL

WHEREAS, Passaic Valley Water Commission ("PVWC") currently supplies water to its owner City of Clifton (also referred to herein as the "City"); and

WHEREAS, the City and PVWC are desirous of entering into a shared services agreement for fire hydrant testing and inspection services of the water distribution system and a form of agreement (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide fire hydrant testing and inspection services of the water distribution system, as set forth in the Agreement; and

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

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

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

1. That the Commission hereby authorizes and approves the Agreement between PVWC and the City of Clifton.
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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
RIGO SANCHEZ



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 November 9, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF CLIFTON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM

EXHIBIT A

**SHARED SERVICES AGREEMENT BETWEEN PASSAIC VALLEY WATER
COMMISSION AND THE CITY OF CLIFTON
FOR FIRE HYDRANT TESTING AND INSPECTION SERVICE
OF THE WATER DISTRIBUTION SYSTEM**

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this _____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the City of Clifton with its principal offices located at 900 Clifton Avenue, Clifton, New Jersey 07013, which city is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" (Commission and City are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission operates a system of water distribution within the geographic limits of the City including a fire hydrant system (hereinafter the "System"), and provides water to the Customers within the City; and

WHEREAS, the Commission has determined that contracting with the City to provide fire hydrant testing and inspection services within the City's geographic boundaries is the most economical and advantageous means of implementing its user fee based system of funding the system; and

WHEREAS, the Commission has decided to contract for the testing and inspection of the System and the City is willing and able to provide such services to the Commission; and

WHEREAS, it is the mutual desire of the Parties to enter into an agreement to provide for said services (as specified herein); and

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

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

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the

Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I DEFINITIONS

SECTION 101 Definitions

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

"Agreement" shall mean the agreement by and between the City and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or

nuclear radiation not created by an act or omission of either Party; or

- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the City and the City's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Monthly" shall mean 12 times a year on or before the fifth Business Day of each calendar month.

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

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

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

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

SECTION 102 Miscellaneous

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

ARTICLE II SCOPE OF SERVICES

SECTION 201 Services

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

- a) The City shall utilize whatever procedures, personnel, equipment and other resources as are necessary for the testing and inspection of all fire hydrants located in the City and any fire hydrants which may be hereafter installed by the Commission during the Term of the Agreement. Each hydrant shall be tested twice per year, once during the inspection cycle of each March and April and once during the inspection cycle of each September and October. The required procedures are set forth in this Article II. Such procedures are hereby approved by the City and by the Commission.
- b) The City shall designate a qualified individual to handle questions, problems and inquiries relating to the Services contemplated under this Agreement for the Commission to contact as needed.
- c) The City shall employ sufficient persons, to provide the Services for the Term of the Agreement, as contemplated herein.

Fire hydrant inspection and testing procedures shall be as follows:

- a) All City personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) Forms entitled "Hydrant Testing and Inspection Report" with instructions will be furnished by the Commission to the City (see Attachment A for a copy of the referenced form).

c) The City shall designate qualified and competent City personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):

- 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
- 2) Remove any foliage and/or weeds that impede access to the hydrant.
- 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed.
- 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.
- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
- 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
- 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
- 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
- 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
- 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
- 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
- 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report.

- d) Completed hydrant testing and inspection reports shall be forwarded to the Commission's customer service department via facsimile (973-340-4337) or e-mail (hydrantrepair@pvwc.com).
- e) The City, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
- f) The City, and its employees, servants, agents, or other representatives, shall not flow hydrants. Flow information is available by contacting the Commission at (973-340-4300).
- g) During normal business hours, questions can be directed to Mr. Andy Bisesi, or his successor Supervisor-Water of the Commission's Distribution Department, at 973-340-4361.
- h) The City shall provide services of City's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the City is properly performing and documenting hydrant testing and inspections.

The Commission shall provide, in a timely fashion, to the City, any information reasonably necessary to enable the City to perform the Services contemplated hereby.

SECTION 202 Reports

The City shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the applicable form attached hereto and made a part hereof as Attachment A. The City shall furnish the Commission with copies of all such hydrant testing and inspection reports, (for the March and April inspection cycle) as of each May 1, and (for the September and October inspection cycle), as of each November 1.

SECTION 203 Customer Inquiry Services

The Commission shall continue to be responsible for accessing records and responding to all questions received from Customers or members of the public, regarding fire hydrant service and related matters.

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

The City shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

SECTION 302 Term of Agreement

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of five (5) years commencing upon the Effective Date of the Agreement.

**ARTICLE IV
RESPONSIBILITIES OF THE CITY AND COMPENSATION**

SECTION 401 City Responsibilities

The City shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

SECTION 402 Payments to the City

The City shall invoice the Commission at the end of each inspection cycle (as defined in Section 201) for actual Services provided by the City pursuant to this Agreement. In consideration for the said Services, and commencing upon the Effective Date of the Agreement and continuing for the Term of the Agreement, the Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the City, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202.

The Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the City, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202; as follows:

a) Clifton: \$168,100 per year⁽¹⁾ which equates to \$84,050 per inspection cycle⁽¹⁾

The following are offered to Paterson and Passaic based on the same unit pricing as Clifton:

b) Paterson: \$203,500 per year⁽¹⁾ which equates to \$101,750 per inspection cycle⁽¹⁾

c) Passaic: \$ 69,500 per year⁽¹⁾ which equates to \$34,750 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 1,681 hydrants in Clifton, 2,035 hydrants in Paterson, 695 hydrants in Passaic, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by City's supervisory personnel. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the City to the Commission. Note that the Commission will reimburse the City for up to two inspections per hydrant per year. Additional inspections performed by the City will be at the City's expense.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Services rendered by the City under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

ARTICLE V

AFFIRMATIVE ACTION REQUIREMENTS

SECTION 501 Mandatory Equal Employment Opportunity Language **(N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)-Goods, Professional** **Services, and General Service Contracts**

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
2. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

SECTION 502 Incorporation of Legal Requirements

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

ARTICLE VI INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the City, or any subcontractor or agent or anyone directly or indirectly employed by the City, or any and all of the City's subcontractors. The policy limits for such insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available insurance or through self-insurance or joint insurance pools.

SECTION 602 Automobile Liability Insurance

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

ARTICLE VII DEFAULT AND REMEDIES

SECTION 701 Default by Any Party

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the City within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

SECTION 702 Obligation to Perform

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The City shall also be subject to damages in an amount equal to the costs associated with the Commission re-procuring the Services set forth in this Agreement.

SECTION 703 Non-Waiver

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by any Party, or Parties, of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the City under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the City with respect to the Services performed pursuant to this Agreement.

ARTICLE VIII TERMINATION

SECTION 801 Termination

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

ARTICLE IX
EVENT OF FORCE MAJEURE

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the City or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

ARTICLE X
INDEMNIFICATION

SECTION 1001 Indemnification

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

ARTICLE XI
ASSIGNMENT AND DELEGATION

SECTION 1101 Assignment and Delegation

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

ARTICLE XII MISCELLANEOUS

SECTION 1201 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

SECTION 1202 Arbitration

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

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

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof, and

the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

SECTION 1211 Filing of Agreement with the Division of Local Governmental Services

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

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

ATTEST:

[Seal]

CITY OF CLIFTON

By: _____

DOMINICK VILLANO
City Manager

By: _____

JAMES ANZALDI
Mayor

ATTEST:

[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

LOUIS AMODIO
Administrative Secretary

By: _____

RIGO SANCHEZ
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM TO BE USED BY THE CITY OF CLIFTON
FOR HYDRANT TESTING AND INSPECTION REPORTS**

ATTACHMENT A



Clifton
Hydrant Testing &
Inspection Report

Date _____

Hydrant# _____

Condition _____

Hydrant Type _____

Location _____

Is the condition of the paint satisfactory? _____ Yes _____ No

Color of body paint? _____ Red _____ Yellow

Color of cap paint? _____ Red _____ Yellow

Were the weeds removed? _____ Yes _____ No

Does the hydrant lock? _____ Yes _____ No

On arrival was water in the barrel? _____ Yes _____ No

Does the hydrant drain? _____ Yes _____ No

Does it drain slowly? _____ Yes _____ No

Quick-Disconnect Type Adapter? _____ Yes _____ No

Pressure Test Complete? _____ Yes _____ No

Static Pressure _____ PSI

Are all caps cleaned and greased? _____ Yes _____ No

Comments:

Print Name: _____

Platoon: _____

Signature _____

PVWC USE

Work Order # _____

Completion Date _____

PVWC Remarks:

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Interlocal Government Services Agreement for Hydrant Inspection (**City of Clifton**) for calendar years 2017 - 2021

Amount of Project or Contract: \$168,100.00/yr

1. Acct #: 001-3002-424.72-07 Hydrant Repairs

Other Comments:

Date of Certification: October 31, 2016



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

YW:yw

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 9, 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: VANNOY

Seconded by Commissioner: BLUMENTHAL

WHEREAS, on October 18, 2016 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-26 "Water System Installation and Repair Services"; 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 Montana Construction Corp., Inc., of Lodi, New Jersey (the "Awardee") with respect to said bid in the amount of \$3,489,504.64; 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:

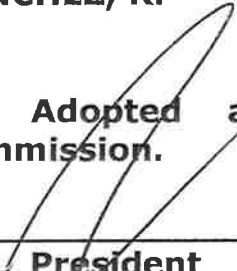
1. That Contract No. 16-B-26 "Water System Installation and Repair Services" in the total amount of \$3,489,504.64 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; 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-26 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
RIGO SANCHEZ

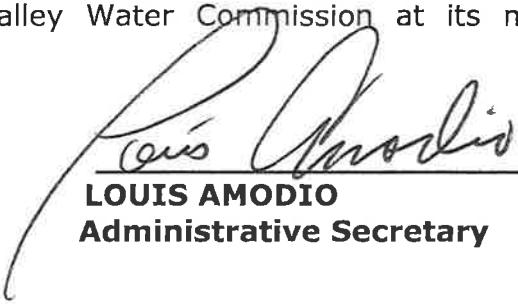


Secretary
CHRYSTAL CLEAVES

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 November 9, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 19, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-26**
Water System Installation and Repair Services

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

Of the four (4) bids received, the lowest responsive and responsible proposal was submitted by **Montana Construction Corporation, Inc.**, of Lodi, New Jersey, in the amount of **\$3,489,504.64**.

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-26 - Montana Construction Corporation**

Amount of Project or Contract: \$ 3,489,504.64

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

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

Other comments: Two (2) Year Contract Commencing: November 2016
Water System Installation and Repair Services

Date of Certification: 10/19/2016
Certified: \$ 3,489,504.64



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract 16-B-26
Water System Installation and Repair Services

Bids Received: October 18, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, New Jersey 07601 lhollerbach@jfcson.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$5,173,100.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Metra Industries 50 Muller Place Little Falls, New Jersey 07524 imungo@metraindustries.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$4,476,100.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Hutton Construction 41 Village Park Road Cedar Grove, New Jersey 07009 dmiller@hutton1.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Spectraserv 75 Jacobus Avenue South Kearny, New Jersey 07032 iwengrin@spectraserv.com	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Montana Construction 80 Contant Avenue Lodi, New Jersey 07644 vsantaita@montanaconstructioninc.co	<input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,489,504.64	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.

Contract 16-B-26
Water System Installation and Repair Services

Bids Received: October 18, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
New Prince Concrete Construction 215 Eileen Terrace Hackensack, New Jersey 07601 vmaisano@newprinceconcrete.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Reivax Contracting Corporation 356 Thomas Street Newark, New Jersey 07114 rreimbair@reivaxcontracting.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$3,578,153.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
Dewcon, Inc. 10 Forbes Court Basking Ridge, New Jersey 07920 dewconinc@yahoo.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
John Garcia Construction Company 183 Friar Lane Clifton, New Jersey 07013 jcarciakonstr@gmail.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Rapid Pump and Meter Company 285 Straight Street Paterson, New Jersey 07509 jabarca@servicer.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Contract 16-B-26
Water System Installation and Repair Services

Bids Received: October 18, 2016

BIDDERS	BID DEPOSIT			TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check	CA- Cashier's Check	BB- Bid Bond		
M.S.P. Construction Company 126 Walnut Street Newark, New Jersey 07105 michael@mspconstructioncorp.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Business Registration Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PVWC Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Works Cont. Cert.
William J. Guarini, Inc. 132 Mallory Avenue Jersey City, New Jersey 07304 david@guariniplumbing.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Business Registration Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PVWC Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Works Cont. Cert.
Pact One, LLC 554 Route 31 Ringoes, New Jersey 08551 theresa@pactoneconstruction.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Business Registration Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PVWC Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Works Cont. Cert.
Interstate Contracting/Excavating LLC 225 Parkhurst Street Newark, New Jersey 07114 interstate-hermandoesobar@comcas.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Business Registration Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PVWC Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Works Cont. Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Business Registration Cert.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		PVWC Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Other Consent of Surety
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Public Works Cont. Cert.

RESOLUTION: 16-142
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DESIGNATING ITS REPLACEMENT PUBLIC AGENCY
COMPLIANCE OFFICER (P.A.C.O)
DATE OF ADOPTION: NOVEMBER 9, 2016**

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: VANNOY

Seconded by Commissioner: BLUMENTHAL

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

WHEREAS, Linda Beckering, PVWC's current Public Agency Compliance Officer, will be retiring as of December 31, 2016 and PVWC hereby designates Gregg B. Lucianin as PVWC's replacement Public Agency Compliance Officer; and

WHEREAS, the form entitled "Designation of Public Agency Compliance Officer (P.A.C.O.)" has been filled out 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 Gregg B. Lucianin is hereby appointed to serve as Public Agency Compliance Officer for PVWC, to replace Linda Beckering, PVWC's current Public Agency Compliance Officer, who will be retiring December 31, 2016, 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
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
RIGO SANCHEZ



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 November 9, 2016.



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:	973-340-4316
Name:	Gregg Lucianin	Fax:	973-340-5584
Title:	Qualified Purchasing Agent	Email:	glucianin@pvwc.com
Business Address:	1525 Main Avenue		
	Clifton, New Jersey 07011		

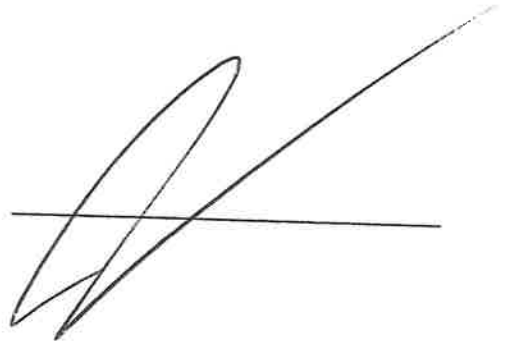
Current Highest Elected or Appointed Official: Rigo Sanchez

☐ 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

RESOLUTION: 16-143
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DESIGNATING ITS QUALIFIED PURCHASING AGENT**
DATE OF ADOPTION: NOVEMBER 9, 2016

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: VANNOY

Seconded by Commissioner: BLUMENTHAL

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

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

WHEREAS, Linda Beckering, PVWC's current Qualified Purchasing Agent, will be retiring as of December 31, 2016 and PVWC desires to maintain a Qualified Purchasing Agent on staff to enable PVWC to continue utilizing the current bid and quotation thresholds for procurement of necessary goods and services; and

WHEREAS, Gregg B. Lucianin of PVWC possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, said designation has been officially recognized in a letter dated June 29, 2016 from the Division of Local Government Services to Gregg B. Lucianin, and a copy of said letter 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 Gregg B. Lucianin is hereby appointed to serve as the Qualified Purchasing Agent for PVWC, to replace Linda Beckering, PVWC's current Qualified Purchasing Agent, who will be retiring December 31, 2016, 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
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
RIGO SANCHEZ

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 November 9, 2016.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES**

LETTER DATED JUNE 29, 2016

DESIGNATION OF QUALIFIED PURCHASING AGENT

EXHIBIT A



State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Commissioner

June 29, 2016

Gregg B. Lucianin
48 Scoles Avenue
Clifton, NJ 07012

Dear Mr. Lucianin:

Congratulations! You successfully completed the Qualified Purchasing Agent Examination that was administered on June 14, 2016. Your score is 88.

Your QPA Certificate will be issued upon receipt of a check or money order in the amount of \$25 drawn to the order of the State Treasurer and forwarded to the Certification Unit, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625-0803. Unless you instruct otherwise, your name will appear on the certificate as it does in the heading of this letter.

As you know, the QPA certification is subject to renewal every three years. Renewal is conditioned upon completing 20 contact hours of continuing education courses in specified subject areas. Enclosed is a "Record of Continuing Education/Certification Renewal Application" form to be used for tracking your continuing education contact hours. **Your initial certification renewal date is June 30, 2019. This is the only notice that you will receive from the Division advising you of your renewal date. It is your responsibility to apply in a timely manner for certification renewal.** Additional instructions concerning the renewal process and application form are contained in Local Finance Notice 2012-17.

Enclosed is a list of approved continuing education sponsors. You should contact these organizations directly and ask to be placed on a mailing list in order to receive notice of future continuing education courses. Some sponsors post their approved continuing education course schedule on the Division's Continuing Education Calendar, available at http://www.calendarwiz.com/calendars/calendar.php?nolog=1&crd=nj_dca_dlgs_calendar.

Some courses may not indicate any Division approved contact hours. This is probably because the course sponsor did not request approval from the Division. However, if you believe that the course would qualify for QPA contact hours, you may submit an Individual Continuing Education Agreement form to the Certification Unit for review and consideration. Information concerning approved courses and copies of the forms mentioned herein may be obtained at the Division's website: www.nj.gov/dca/divisions/dlgs.



Any notifications from the Division regarding changes in certification requirements will be distributed via e-mail rather than regular mail. Certified QPAs must subscribe to the Division's **DLGS News** e-mail notification system (listserv) to receive such notices. Notices are typically distributed semi-monthly to registered subscribers. You can subscribe to DLGS News by entering an e-mail address on the DLGS News web page at <http://www.nj.gov/dca/lgs/dlgs-newssubscribe.shtml>.

Should you have any questions regarding your certification, you may contact Shannon Hudak, Certification Unit Manager, at (609) 292-9757, or via email at Shannon.Hudak@dca.nj.gov.

I wish you great success in local government.

Sincerely,



Timothy J. Cunningham, Director
Division of Local Government Services

TJC:slh:mr
Enc.

**AGREEMENT TO RENEW MEMBERSHIP IN THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND**

WHEREAS, the New Jersey Utility Authorities Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Passaic Valley Water Commission is currently a member of said Fund, and;

WHEREAS, effective December 31, 2016, said membership will expire unless earlier renewed, and;

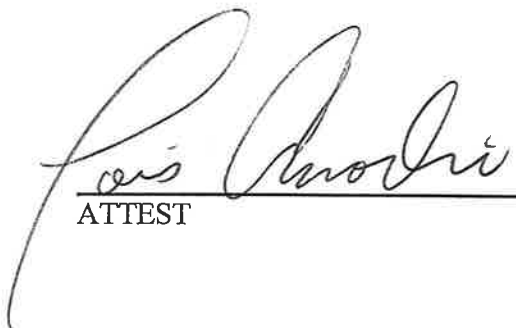
WHEREAS, the Governing Body of the Passaic Valley Water Commission has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Passaic Valley Water Commission hereby renews its membership in the New Jersey Utility Authorities Joint Insurance Fund for a three (3) year period, beginning January 1, 2017 and ending January 1, 2020.*
2. The Passaic Valley Water Commission hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the New Jersey Utility Authorities Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Passaic Valley Water Commission agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

*12:01 am


4. In consideration of the continuing membership of the Passaic Valley Water Commission in the New Jersey Utility Authorities Joint Insurance Fund, the New Jersey Utility Authorities Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Banking & Insurance, to accept the renewal application of the Passaic Valley Water Commission.
5. Executed the 9th day of Nov, 2016 as the lawful and binding act and deed of the , which execution has been duly authorized by public vote of the governing body.



ATTEST

NEW JERSEY UTILITY AUTHORITIES
JOINT INSURANCE FUND

AUTHORITY CHAIRPERSON



**RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND**

WHEREAS, the Passaic Valley Water Commission is a member of the New Jersey Utility Authorities Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2016 unless earlier renewed by agreement between the Authority and the Fund; and

WHEREAS, the Authority desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. The Passaic Valley Water Commission agrees to renew its membership in the New Jersey Utility Authorities Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Governing Body shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the New Jersey Utility Authorities Joint Insurance Fund evidencing the Authority's intention to renew its membership.

This Resolution agreed to this 9th day of Nov, 2016 by a vote
of: 7 Affirmative
0 Negative



ATTEST

11/9/2016

DATE

CHAIRPERSON


STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

R E S O L U T I O N

A RESOLUTION to authorize participation in the State Health Benefits Program and/or School Employees' Health Benefits Program of the State of New Jersey.

BE IT RESOLVED:

1. The Passaic Valley Water Commission 22-6002470
CORPORATE NAME OF EMPLOYER STATE SOCIAL SECURITY I.D. NUMBER
 hereby elects to participate in the Health Program provided by the New Jersey State Health Benefits Act of the State of New Jersey (N.J.S.A. 52:14-17.26 and N.J.S.A. 52:14-17.46.2) and to authorize coverage for all the employees and their dependents thereunder in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
2. A. ☒ We elect to participate in the Employee Prescription Drug Plan defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
 B. ☐ We will be maintaining _____ as our prescription drug plan.¹ This plan is comparable in
NAME OF PLAN
 design to the State Employee Prescription Drug Plan.
 C. ☐ We will not have a stand-alone prescription drug plan and understand that prescription drug coverage will be provided based on the medical plan chosen by the subscriber.
3. A. ☐ We elect to participate in the Employee Dental Plans defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission.
 B. ☒ We will be maintaining Delta Dental as our dental plan.¹
NAME OF PLAN
 C. ☐ We will not have a dental plan.
4. We elect 30 ² hours per week (average) as the minimum requirement for full time status in accordance with N.J.A.C. 17:9-4.6.
5. As a participating employer we will remit to the State Treasury all charges due on account of employee and dependent coverage and periodic charges in accordance with the requirements of the statute and the rules and regulations duly promulgated thereunder.
6. We hereby appoint Joseph A. Bella/Executive Director to act as
NAME/TITLE
 Certifying Officer in the administration of this program.
7. This resolution shall take effect immediately and coverage shall be effective as of March 1, 2017
DATE
 or as soon thereafter as it may be effectuated pursuant to the statutes and regulations (can be no less than 75 or 90 days pursuant to the provisions of N.J.S.A. 17:9-1.4).

NOTE: AN INDIVIDUAL IS PERMITTED COVERAGE AS AN EMPLOYEE, RETIREE, OR DEPENDENT. MULTIPLE COVERAGE UNDER THE SHBP OR SEHBP IS PROHIBITED.

¹ If not electing prescription drug coverage and/or dental plan participation through the State Health Benefits Program or School Employees' Health Benefits Program, attach copies of the current prescription drug and dental plan contracts.

² As of 6/1/2010, may not be less than 25 hours per week for employees, or 35 hours per week for elected or appointed officials.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

Passaic Valley Water Commission

CORPORATE NAME OF EMPLOYER

on the 9th day of November, 2016.

SIGNATURE

OFFICIAL TITLE

197

NUMBER OF EMPLOYEES

1525 Main Ave

STREET ADDRESS

Clifton

CITY

NJ

STATE

07011

ZIP CODE

973-340-4300

AREA CODE

TELEPHONE

22-6002470

EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS

STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

CHAPTER 48, P.L. 1999

**SHBP/SEHBP PARTICIPATING EMPLOYER PAYMENT
OF POST-RETIREMENT MEDICAL COSTS**

Chapter 48, P.L. 1999, provides eligible participating local employers* considerable flexibility in managing their post-retirement medical costs. It also brings State Health Benefits Program (SHBP) and School Employees' Health Benefits Program (SEHBP) eligibility standards for employer-paid coverage into alignment with local government laws.

Chapter 48, P.L. 1999, essentially does the following:

- (1) It gives eligible employers greater flexibility in defining which employees qualify for post-retirement medical benefits.
- (2) It allows an eligible local employer to negotiate payment obligations for post-retirement medical coverage.

It is important to note that Chapter 48, P.L. 1999 applies only to *post-retirement* medical coverage. It *does not* allow the SHBP or SEHBP participating employer to negotiate payment obligations for coverage of its active employees.

A *Resolution* form is provided in this packet, should your location be interested in adopting the provisions of Chapter 48, P.L. 1999. Both the *Resolution* and *Resolution Addendum* must be completed and submitted to the Health Benefits Bureau of the Division of Pensions and Benefits in order to take advantage of the provisions of this law. Additionally, copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments must be submitted with the *Resolution*.

To submit your *Resolution*, you must enter the name of the employer, the county, the employer's SHBP/SEHBP identification number, the month and year the *Resolution* will be effective, and the identifying information requested on the bottom of the form. You must also complete the attached *Resolution Addendum* (instructions are on the reverse side of the addendum).

Mail the *Resolution*, the *Resolution Addendum*, and copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments to the Health Benefits Bureau, Division of Pensions and Benefits, PO Box 299, Trenton, NJ 08625-0299.

If you have any further questions concerning this resolution, you may write to us at the address shown above or send e-mail to: pensions.nj@treas.state.nj.us. Please be sure to include your name, telephone number, e-mail address, employing location, and your specific question in the correspondence.

**The State, State colleges and universities, State agencies and authorities, the Palisades Interstate Park Commission, and the New Jersey Commerce and Economic Growth Commission are not eligible*

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS

**STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**

PO BOX 299 TRENTON, NEW JERSEY 08625-0299

RESOLUTION

A RESOLUTION to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program (SHBP) and/or School Employees' Health Benefits Program (SEHBP) coverage of certain retirees.

BE IT RESOLVED:

1. The Passaic Valley Water Commission 1218-0001
CORPORATE NAME OF EMPLOYER - COUNTY SHBP/SEHBP ID NUMBER
hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Health Benefits Commission to implement the provisions of that law.
2. This resolution affects employees as shown on the attached Chapter 48 *Resolution Addendum*. It is effective on the 1st day of March, 2017
MONTH YEAR
3. We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any *Chapter 88 Resolution* or *Chapter 48 Resolution* adopted previously by this governing body.
4. We agree that this *Resolution* will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached *Chapter 48 Resolution Addendum* for all employees who qualify for this coverage while this *Resolution* is in force.
5. We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this *Resolution*.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Passaic Valley Water Commission

CORPORATE NAME OF EMPLOYER

1525 Main Ave

ADDRESS

on the 9 day of November, 2016

SIGNATURE

OFFICIAL TITLE

Clifton

CITY

NJ 07011

STATE ZIP CODE

973-840-4800

AREA CODE

TELEPHONE NUMBER

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS

STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

RESOLUTION ADDENDUM INSTRUCTIONS

You must complete the *Resolution Addendum* along with the *Resolution* to adopt the provisions of Chapter 48, P.L. 1999. The following information is requested on the *Resolution Addendum*:

1. Enter the month and year the *Resolution* will become effective (must agree with the month and year shown on the *Resolution*).
2. Check appropriate box indicating the coverage(s) that form is being used for. (medical, dental, both).
3. Enter the corporate name of the employer, the county, and the employer's SHBP or SEHBP Identification Number.
4. Enter the following information in the corresponding columns:

Class of Employees (i.e., police officers, clerical workers, bargaining unit (i.e., PBA, CWA), Nonaligned, individual(s), etc.

Explanation of N.J.S.A. 52:14-17.38 Provisions:

- 1 = Retired on a disability pension
- 2 = Retired with 25 or more years of service
- 2a = Number of years of service with the employer not greater than 25 years.
- 3 = Retired upon or after the age of 65 or older with 25 years of service.
- 3a = Number of years of service with the employer not greater than 25 years;
- 4 = Retired upon or after the age of 62 with 15 or more years of service with the employer.

NOTE: If no minimum years of service are required please indicate with an N/A in appropriate box.

NOTE: An age requirement is not permitted under provisions 1 or 2, provisions 3 and 4 already have an age requirement.

5. Check "Yes" or "No" to indicate if the employees are:

Premium Payment Retiree's;

Premium Payment Dependents;

Medicare Reimbursement;

Premium Payment Surviving Spouses;

If Benefits apply to current Retirees;

If Benefits do not apply to current Retirees give effective date

For items that are answered "Yes," indicate % the employer is paying — 0% to 100%.

6. Enter the date on which the *Resolution* is being submitted, the name and phone number of the Certifying Officer, and name and address of the adopting employer.
7. Attach copies of all applicable contracts, ordinances, and resolutions requiring or authorizing post-retirement medical payments

Please read instructions on reverse side BEFORE completing this form.

☐

NAME OF EMPLOYER, COUNTY, SHOP/SLIBS IDENTIFICATION NUMBER

NOTE: An age requirement is not permitted on option 1, or 2, option 3 and 4 already have an age requirement.

AREA CODE AND PHONE NUMBER 973-340-4310

AREA CODE AND PHONE NUMBER
973-340-4310