

EXECUTIVE DIRECTOR'S REPORT



# Executive Director's Report

For the Month

Of

November, 2016

Joseph A. Bella  
December 21, 2016  
Board Meeting

1. Finance and Accounting
  2. Customer Service/Distribution Operations
  3. Engineering
  4. Information Technology Services
  5. Plant Operations
  6. Purchasing
- ~ Attachments: Call & work order charts, aged arrears,  
Safe Drinking Water Act compliance,  
Chemical Cost & Laboratory Data  
summaries

## **1. FINANCE AND ACCOUNTING OPERATIONS**

The total flow from the Plant increased from 2,246 million gallons in November, 2015, (includes 288 million gallons sent to Suez Water) to 2,388 million gallons in November, 2016, by 142 million gallons. This equals an increase of 4.7 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to an increase of \$339,255 in revenue for the month.

The total flow from the Plant for the prior reporting period of October, 2016, was 2,833 million gallons. The total flow for November, 2016, was 2,388 with a decrease of 446 million gallons or 14.6 million gallons per day which is equivalent to a decrease of \$1,065,548 in revenue for the month. This is largely due to an increase in transfers to Suez (formerly United Water) and the City of Newark.

## **2. CUSTOMER SERVICE/DISTRIBUTION OPERATIONS**

- Total Customer Service calls for November, 2016, were 9,736; total call-rate abandonment was five percent for a total of 420 abandoned calls.
- Total Customer Service calls for October, 2016, were 10,448; the call-rate abandonment was seven percent for a total of 577 abandoned calls.
- Year-to-date Customer Service calls for 2016 were 110,568; the total call-rate abandonment year-to-date for 2016 is 5.33 percent (5,893 calls).
- For 2015, total year-to-date Customer Service calls were 121,932; the total call-rate abandonment year-to-date for 2015 was five percent (5,186 calls).

### **Distribution Operations**

- Work orders for the month of November, 2016, were 1,153; and, 104 radio reads were installed on large, monthly-commercial accounts.
- Work orders for the month of October, 2016, were 1,406; and, 91 radio reads were installed on large, monthly-commercial accounts.
- Year-to-date work orders for 2016 were 14,850.
- Year-to-date work orders for 2015 were 14,110.
- There were 15 main breaks in November, 2016, and 19 main breaks in November, 2015.
- There were five main breaks in October, 2016, and 19 main breaks in October, 2015.
- Year-to-date total main breaks for 2016 were 125.
- Year-to-date total main breaks for 2015 were 211.
- Fifty-six Employees worked 1,313 overtime hours in November, 2016.
- Fifty-six Employees also worked 820 overtime hours in October, 2016.
- Year-to-date overtime hours were 12,241 in 2016, and 12,119 overtime hours in 2015.

## **3. ENGINEERING DEPARTMENT**

### **Current Projects**

- Proposals for Project 16-P-61 "Professional Engineering Services for Rehabilitation of Two Passaic Valley Water Commission (PVWC) Water Main River Crossings" were received by

PVWC. Following evaluation of proposals received (and an evaluation of responses to PVWC's subsequent request for clarifications to the scope and pricing) a determination will be made concerning award of these professional services.

- On October 18, 2016, PVWC met with officials of Little Falls to discuss various issues associated with the construction of the billboard and its foundation that were installed by others in PVWC's easement along Route 46 in Little Falls, and which easement also contains PVWC's existing 51-inch water transmission main. It was agreed that an on-site investigation will be conducted by Little Falls' engineering consultant shortly to prepare a property survey ; and, with assistance from PVWC to ascertain the precise location of PVWC's existing 51-inch transmission main in relation to the as-built location of the billboard and its foundation.
- The in-house design of the new replacement tank was fast-tracked and advertised for public bidding so as to minimize the duration of ongoing emergency structural welding repairs of the existing tank. As previously reported and in accordance with Commission policy, the PVWC resolution (including a copy of the above-referenced notification memorandum) the Director of Engineering's Emergency Certification, and other relevant documentation, will be submitted to the Commission as soon as the emergency situation has been rectified and the final costs quantified. Bids for construction of the new spheroid, elevated-water storage tank are anticipated to be received on December 13, 2016.
- New Jersey Department of Transportation (NJDOT) is continuing with the design and construction of their project entitled "Route 7 Mill Street to Park Avenue Located in the Townships of Belleville and Nutley, Essex County". Their project may require the construction of new, and/or protection, and/or relocation, and/or adjustment, of facilities that are owned and operated by PVWC. PVWC's Engineering Department will continue coordinating with NJDOT in this regard as the NJDOT's project progresses.
- Construction work progress on NJDOT's project for their Route 46/Route 3 highway improvements remains relatively stagnant. The NJDOT's proposed alignments and elevations of their proposed road and other related facilities that impact PVWC's transmission main and other PVWC water mains will continue to be reviewed by PVWC's Engineering Department as the NJDOT's project progresses.
- The portion of the cleaning and lining contract in Clifton is completed. Remaining portions of cleaning and lining in North Arlington and Paterson included under this contract are nearing completion and the project is expected to be closed out in about a month.
- Furnishing and installation of new equipment and other contract work under the remote sites Supervisory Control and Data Acquisition (SCADA) project is in the final stages of completion. Issues with the new software are being addressed during the current "parallel operating" phase of the project. The switchover of each remote site to the new SCADA system is being done sequentially with various problems and other issues being identified, addressed and resolved. At this time, and notwithstanding numerous difficulties associated with de-bugging of the new remote sites SCADA system is still projected to be completed within budget.

- A Request for Proposal (RFP) to solicit for professional services to assist PVWC in the design and construction phases for the contract for improvements to PVWC's residuals storage and handling facilities the project is being prepared and will be advertised as soon as it is completed.

- Rehabilitation of PVWC's Hydroelectric Generators:

Project 15-P-41 for professional services to assist PVWC with the design (including feasibility study and design, preparation of bid documents, and services during construction) for rehabilitation of PVWC's hydroelectric generators and related facilities is continuing. The consultant submitted a draft of the feasibility study to PVWC's Staff to review along with a summary of the qualitative and quantitative aspects of each alternative considered and including recommendations concerning same. A final review meeting was held to finalize the project approach and to enable the project to progress to the next phase (design); and, a decision to proceed with the project will be made following scheduling of same while making sure there are sufficient monies set aside in PVWC's capital budget to proceed with design and preparation of bid documents for construction of selected improvements.

As previously indicated, this rehabilitation project will consist of two separate bid contracts. The first, to rehabilitate the penstock and penstock bypass valves and isolation stop-logs; and, the second, to sequentially rehabilitate the hydroelectric generators. Following award of the public bid contracts resulting from the outcome of the feasibility analysis, the rehabilitation phases of the project are anticipated to take place over at least a two-year period.

- Horizontal Split-Case Pump Rehabilitation Contract: Bid documents are needed to replace the existing valves that will be needed to individually isolate those pumps for the future pump rehabilitation project. Sequential rehabilitation of the pumps will take place under a separate publically bid contract following completion of the valve rehabilitation contract.
- The National Park Service (NPS) has requested PVWC convey to them its ownership of PVWC property contained within the Great Falls National Historical Park; and, they have prepared various draft documents with proposed reserved rights, terms and conditions for review by PVWC. A draft agreement, which is currently being prepared through the Law Department of PVWC, will be submitted to the Commission in draft form for discussion and consideration. A project overview and status update was presented at the October Commission meeting.
- Grant/Loan/NJEIT Funding: PVWC's Engineering Department continues coordination with New Jersey Environmental Infrastructure Trust regarding upcoming projects and future, loan-forgiveness opportunities.
- Departmental Support: Assisted other PVWC Departments (Purification, Distribution, Maintenance and Legal) on Engineering-related matters such as wholesale billing, allocation-

related issues, interconnecting testing, regulatory interfacing related to the dams, the DPCC program and other regulatory-related issues.

### **-Term Ongoing Projects**

- Public Outreach and Participation for the New Street Project

The Project for Professional services for Public Outreach and Participation for the New Street Project is continuing.

- Standby Power Generation System at the Plant

On August 9, 2016 seven bids were received and opened for Contract 15-B-25 "Water Storage Improvements Phase 1--Standby Emergency Generators". A bid protest letter was sent to PVWC by one of the bidders for the Contract, a notice of hearing letter was issued by PVWC and the subsequent bid-protest hearing was conducted on September 20, 2016, by PVWC's Law Department. Following the outcome of the hearing, a determination concerning the Contract will be issued.

- Geographical Information Systems (GIS)

The refined customer account database continues being checked by PVWC's Engineering and Distribution Departments to verify reconciliation of all account discrepancies. Previously awarded Project 16-P-47 for professional services for GIS to CIS integration will enable PVWC to capture customer information and various types of service calls directly from the CIS database to GIS.

Project 16-P-47 "Professional Services for GIS to CIS Integration" is continuing.

- PVWC will periodically bid for procurement of replacement parts to repair/replace PVWC's existing malfunctioning/failing meters and related equipment in PVWC's Distribution System. The contracts for procurement of replacement parts for PVWC's existing water meters and for replacement water meters are continuing to be utilized for procurement of necessary repair parts and replacement water meters and related appurtenances.
- As part of PVWC's long-term initiative to increase replacement of existing failing piping, while continuing the current cleaning and lining program, several pipe replacement and cleaning and lining projects have been identified and are currently in the planning and design phase. Following completion of design, it is anticipated that each of these projects will be issued in sequence with minimized overlapping such that timing of each issuance for public bidding will be guided by the extent of difficulties (such as unforeseen subsurface conditions) encountered as each successive pipe replacement contract unfolds. These contracts will include pipe replacement in Lodi (to be advertised the end of January, 2017), cleaning and lining in Passaic and Clifton (to be advertised the end of February, 2017) and large, valve-replacement project (to be advertised the end of June, 2017).

- NJDOT:

PVWC's Staff continues to coordinate with officials from the New Jersey Department of Transportation regarding ongoing projects and their impact on PVWC facilities.

#### **4. INFORMATION TECHNOLOGY SERVICES**

Yitzchak Weiss will report.

#### **5. PLANT OPERATIONS**

### **MAINTENANCE AND CONSTRUCTION**

#### **Executive Summary**

##### **Maintenance**

- Paint both Main Pump Station lobbies and hallway.
- Rebuild 4-inch Roll Seal regulator in Dewey Avenue Pit in Clifton.
- Shut down fire line for Equalization Basins.
- Repair door on Thickener #1.
- Fabricate and install pipe supports in Mt. Prospect Pit.
- Test new pumps in Mt. Prospect Pit.
- Work with Effective Air Balance testing Power Roof Top ventilators for the Ozone System, part of our TCPA Program.
- Replace pump in Sewage Treatment Plant.
- Replaced sample faucet at site D26, Bertellis Liquors 1045 Bloomfield Ave Clifton.
- Repair failed sample line to the turbidimeter at the Intake Screenhouse.

##### **LFWTP MAINTENANCE**

- Contactors – Replaced four coarse diffusers in Contactor #2. Demo SS piping for ozone gas diffusers in Contactor #3.
- Clarifier – Unclog sand sample lines for Clarifier #2. Wash Lamella Tubes on Clarifier #1
- Dewatering Station
- Dry Polymer System
- Equalization Basin
- Filters – Rebuild filter B-4 Influent valve.
- LOX Facility
- Microsand Transfer Tank
- Ozone System
- Residual Treatment Facility
- Sand Recirculation Pumps - Adjust all the clamps on Clarifier #2 sand recirculation pumps. Check suction side of Pump #202, clogged with leaves.
- Settling Tubes Building



- Travelling Screens
- Trash Rake
- Wash Water Pumps/Transfer
- Wet Well Pumps – Adjusted packing on Pump #104

### **Transmission**

- Airport Pump Station Industrial Pump – Replace ASCO valve on Pump #1
- Morris County Pump Station
- Totowa Pump Station
- Transfer Pumps
- Verona Pump Station
- Wanaque Pump Station – Replace ASCO valve on Pump #2.
- Wanaque South Pump Station

### **Chemical Feed System**

- Re-pipe controls for Sodium Hypochlorite Pump #2 at Burhans Avenue Pump Station.
- Cleaned strainer on liquid polymer system.
- Installed new injector rod with check valves on High Crest Lake Sodium Hypochlorite pumps.
- Replaced 1-inch 90 on Ferric Pump #5.
- Replaced calibration cylinder at Burhans Ave Pump Station.
- Repaired leak on Sodium Hypochlorite Pump #2 at Great Notch Reservoir.
- Replaced check valve on Sodium Hypochlorite Pump #2 at New Street Pump Station.
- Replaced gauges at Burhans Ave and Botany Pump Stations.
- Replaced gauge on PACL Pump #1.
- Replaced Caustic swing pump #5.
- Repaired leak on Sodium Hypochlorite Pump #1 at Burhans Avenue Pump Station.
- Replaced gauge Sodium Hypochlorite Pump #2 at Burhans Avenue Pump Station.
- Bring 7,281 gallons of corrosion inhibitor to Great Notch, Botany and Burhans Avenue Pump Stations.

### **Distribution/Remote Facilities**

- Point View
- Nosenzo Pond
- Burhan's Avenue PS
- High Crest Public Water System
- Bloomingdale/Riverdale/Mathews Avenue Pump Station
- Great Notch Facilities Dixon Ave Garret Heights Pump Station
- Lodi
- New Street Pump Station
- Levine Reservoir
- Lincoln Park PS – Rebuild electric check valve on Pump #1

- Botany Pump Station Pressure Regulators/Air Release Valve
- Sunset Pit
- Prospect Park Pump Station
- Hepburn Road
- Jackson Avenue Pump Station – Work on Pumps #4 and #5. Run Pump #5 filling Point View Reservoir.
- East Side Pump Station – Work on flowmeters, rod out connections and replace snubbers.
- Wanaque South
- Great Falls – Install new breaker on Pump #3.
- Redwood Ave Pump Station
- Manchester
- Garret Heights – Rebuild pilot for the 4-inch Golden Anderson PRV (Pressure Relief Valve).

## **WATER QUALITY AND TREATMENT OPERATIONS**

### **Little Falls Water Treatment Plant (LFWTP) performance:**

- All LFWTP treatment regulatory requirements were met in November, 2016.
- All LFWTP chemical disinfection requirements were met in November, 2016.
- Potassium permanganate was not used for source water treatment in November
- Primary disinfection with ozone:
  1. The required Inactivation Ratios (IR = 1.0) for virus and Giardia disinfection with ozone were met all of the time for all active contactors during November.
- Filtration:
  1. There were no regulatory violations in November for either individual filter effluent or combined filter effluent.
  2. The maximum CFE turbidity in November was 0.096ntu.
- Residual disinfection with chlorine:
  1. There were no regulatory violations for the chlorine residual concentrations.
  2. The target residual in November was 2.0 – 2.2mg/L (1.6 to 2.3 mg/L). The range during November for CFE chlorine residual was 1.31 to 2.69mg/L.
- Finished water (LFWTP) pH:
  1. Finished water pH was usually within the target range of 7.8 to 8.2, and was always between 7.8 and 8.4.

### **LFWTP Treatment Processes:**

- A-2 filter: out of service (influent valve needs to be replaced).
- Quotes: Nitrogen Feed System for generator system. (Black & Veatch) and (Fin-Tek).
- Contactor 2 & 3: Replacing SS piping and diffusers

### **Remote Chemical Feed Stations:**

- All remote station chlorine disinfection requirements were met in November 2016.

## Distribution Systems:

## Consultant Projects:

- A. Treatment Process Optimization (Black & Veatch):
  - a. Nitrogen Feed system for our Ozone Generators
  - b. Destruct Units not functioning as designed
  - c. Contactors 2&3: ozone demand is double
- B. Residuals Process Optimization (Environmental Engineering & Technology, Inc.):
- C. Ozone System Optimization (Process Applications Inc.)
- The primary reason for overtime was filling in shifts as needed (for vacation, sick days, etc.). Summaries of overtime are shown below for all instances greater than one hour:

### Week Starting Date   Standby OT Hours   Emergency OT Hours

10/30/16	17	61.0
11/06/16	24	58.0
11/13/16	13	69.0
11/20/16	20	46.50
11/27/16	12	76.0
<b>Total hours:</b>	86	310.0

## Cost Factors:

2016 Monthly Data:					
Month	Volume Produced (MG)	Water Treatment Cost	Residuals Treatment & Disposal Cost	Total Monthly Cost*	Total Cost per MG
January '16	1155	\$198,034	\$152,039	\$363,0281	\$314.33
February '16	1192	\$169,450	\$122,017	\$304,837	\$255.63
March '16	1386	\$213,113	\$155,970	\$384,686	\$277.49
April '16	1366	\$253,856	\$44,031	\$314,040	\$229.93
May '16	1398	\$277,966	\$102,270	\$395,491	\$282.88

June '16	1722	\$394,147	\$118,631	\$536,747	\$311.70
July '16	2032	\$430,104	\$218,066	\$682,333	\$335.86
Aug '16	1792	\$374,514	\$123,066	\$532,783	\$297.28
Sept '16	1694	\$419,341	\$183,298	\$636,451	\$375.66
Oct '16	1799	\$447,346	\$195,472	\$686,549	\$381.67
Nov '16	1515	\$335,493	\$167,594	\$534,037	\$352.43
Dec '16					

\*Total monthly costs also include the chemical treatment costs for the three reservoirs and Botany Pump Station.

\*November, 2016, cost totals include preliminary estimates for the costs Levine Reservoir, New St. Reservoir, Great Notch Reservoir and Botany Pump Station.

#### **WTP Shutdowns:**

- November 2, 2016, Power Bump Plant was down for half an hour.
- November 15, 2016, Ozone monitor – shutdown the Plant draining contactor 2.
- November 20, 2016, Power Bump Plant was down for 40 minutes.
- November 30, 2016, SCADA communication issue with CLRTU shut down the Plant for one hour.

#### **SUMMARY OF OUTSTANDING/COMPLIANCE ISSUES BY SYSTEM:**

##### Compliance Issues by system:

- Main System:
  - Lead and copper monitoring underway for the July to December, 2016, monitoring period.
  - Ongoing exceedance of the New Jersey-recommended upper limit (RUL) for sodium.
  - Administrative Consent Order with New Jersey Departmental Environment Department (NJDEP) to address the uncovered drinking water reservoir requirements of the Long-Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR).
  - Phased implementation of Lead/Copper Rule (LCR) Corrosion Control Treatment (CCT), in the main PVWC system until the reservoirs are addressed and CCT can be implemented to treat the entire Distribution System.
- High Crest:
  - Total Trihalomethane operational evaluation level triggered during routine 4th quarter compliance monitoring in the High Crest system.

- Post Brook:
  - On-going exceedance of the State Manganese RUL.

#### General Regulatory Compliance Update:

##### Revised Total Coliform Rule (RTCR)

- All PVWC systems are in compliance with the RTCR for the month of November, 2016.
- One out of 47 coliform samples, collected in the Lodi water system in November was total coliform positive, all were E. coli absent.
- All samples collected in November in the PVWC main, High Crest, North Arlington and Post Brook water systems were absent for total coliform and absent for E. coli.

##### Lead and Copper Rule

- Lead and copper tap sample monitoring in the PVWC main system is underway for the July 1 to December 31, 2016, monitoring period. Results of this monitoring will be used to determine if an action level has been exceeded. It appears the main system will exceed the USEPA standard.
- The High Crest, Lodi, North Arlington, and Post Brook water systems are all in compliance with both the lead and copper action levels. These systems are on a triennial monitoring schedule and will be sampled next during the time period of June to September, 2018.

##### Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

- November source water monitoring for Cryptosporidium, E. coli bacteria and turbidity, was completed. Bi-monthly monitoring will continue through April 2017.
- Results of this monitoring will be used to determine if additional treatment for removal/inactivation of Cryptosporidium is required at the Little Falls Water Treatment Plant.

##### Stage 2 Disinfection Byproduct Rule (DBPR)

- All PVWC systems are in compliance with the Stage 2 DBPR.
- November Total Trihalomethane results in the High Crest water system triggered an operational evaluation level exceedance. This is not a violation but does require completion of an operational evaluation which must be submitted to NJDEP for review. Operational evaluation levels are used to alert water systems to the potential for a future maximum contaminant level exceedance so preventative actions can be taken.
- Fourth quarter results for the PVWC main, Lodi and North Arlington water systems are pending.
- The next sampling event (Qtr-1 2017) is scheduled to be completed in February, 2017.
- The Post Brook water system is on an annual monitoring schedule, next due for monitoring in August, 2017.

## **PURCHASING**

### **Contracts**

Contract # 15-B-25 - "Water Storage Improvements Phase 1 – Standby Emergency Generators, Totowa, New Jersey – bids received August 9, 2016 – Protest Hearing was held September 20, 2016 – waiting for rebuttals

Contract # 16-B-10 - "Maintenance of HVAC Equipment and Systems" – recommendation to award to Powers Service Company, Inc. – Two years - \$209,000.00

Contract # 16-B-27 - "Harrison Avenue Tank" – bids to be received December 13, 2016

Contract # 17-B-02 - “Liquid Ferric Sulfate” – bids to be received December 13, 2016

Contract # 17-B-01 - “Water Services Boxes and Roadway Boxes – bids to be received December 20, 2016

## Professional Services

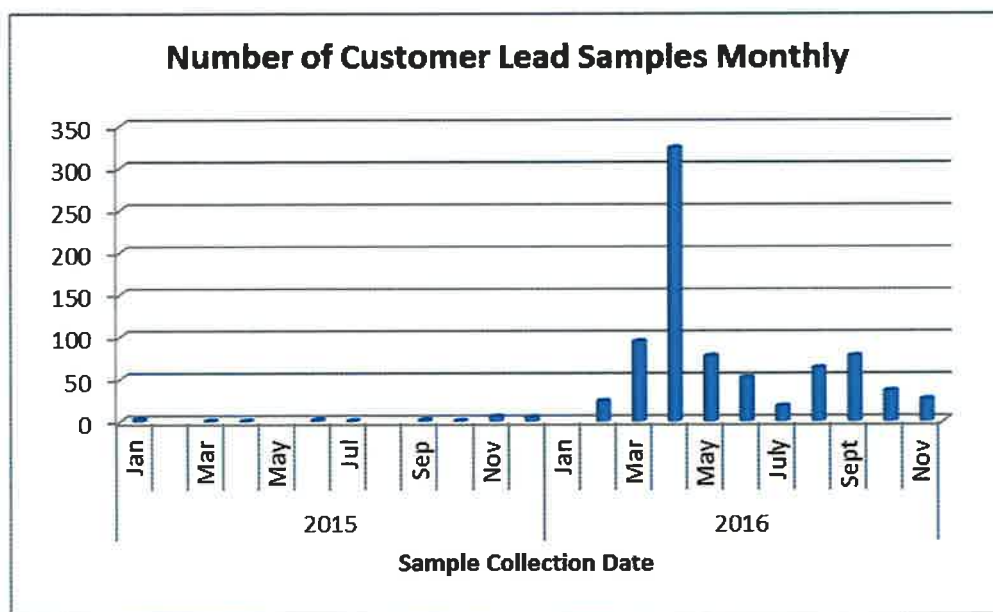
Project # 17-P-08 - “Public Auditor” – proposals to be received December 9, 2016

## ADDENDUM

### Laboratory Data Summary

#### 1. Customer-Requested Lead Testing

Evidently, consumer interest in tap-water lead contamination remains high since we are still receiving an elevated number of customer-requested lead-test water samples.



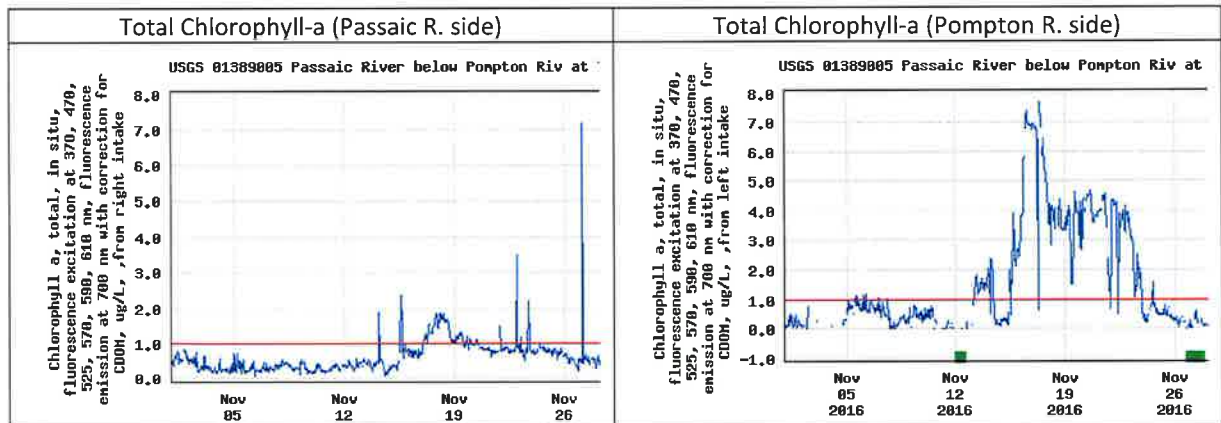
Of the 771 lead test results completed so far on customer inquiry samples submitted in 2016:

- 14 samples (about 1.8 percent) were found above the EPA ‘action level’ of 15 ppb
- 90 percent of the samples have been measured at less than 3.9 ppb lead
- 387 of the samples (about 50 percent) were found to be non-detect for lead

#### 2. Watershed Algae and Cyanobacteria

For most of this month, algae levels in the Pompton and Passaic Rivers have remained at or near the lower level of instrumental detection, as observed at the USGS monitoring station at the Two Bridges confluence. Our monitoring of Little Falls treated water and North Jersey District Water Supply Commission (NJDWSC) water delivered to our Plant has been non-detect for algal toxins through the summer and fall. Our monitoring includes:

- Anatoxin-a
- Cylindrospermopsin
- Microcystin (6 congeners)
- Nodularin



### 3. Perfluorosurfactants

In response to the new USEPA advisory regarding perfluorooctosulfonic acid (PFOS) and perfluorooctanoic acid (PFOA), we are monitoring LFWTP effluent as well as NJDWSC water at the Little Falls plant. We also monitor our reservoir effluents for these chemicals. Trace levels of these materials can be observed at all locations, but the amounts are well below the advisory level of 70 parts per trillion combined PFOA plus PFOS. Readings so far for the combined total have ranged from 9 to 29 ppt. We will continue to monitor for these contaminants regularly.

### 4. Long-Term-2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

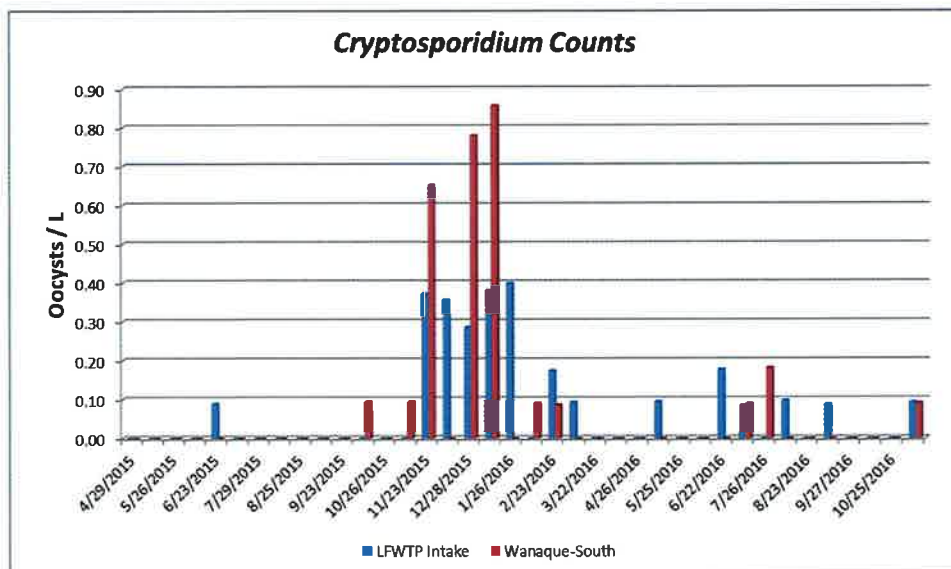
We have results now from the first 38 of the required 48 bi-monthly samples in this EPA-mandated 24-month *Cryptosporidium* testing program. Our regulatory compliance average at this point would put us into the “Bin 1” classification, although we may return to Bin 2 if last winter’s pattern of higher *Crypto* readings repeats itself during the coming cold months. If readings remain low and we remain in Bin 1, LFWTP will not be required to implement additional removal capability for *Crypto*.

In the recent warmer months of 2016, *Crypto* readings were slightly higher at our intake and upstream at the Wanaque-South sampling point than they were during the summer of 2015. Last winter, several of our Headgate samples showed detectable levels of *Crypto* oocysts, which subsided somewhat with the warmer weather earlier in 2016. Our current average has dropped 0.073 oocysts/L, just below the upper limit (to avoid Bin 2 classification) of 0.075 oocysts/L.

For reference, the current average at our Pompton River alternative intake is slightly higher, at 0.079 oocysts/L, and shows the same seasonal pattern as our Passaic River intake results.

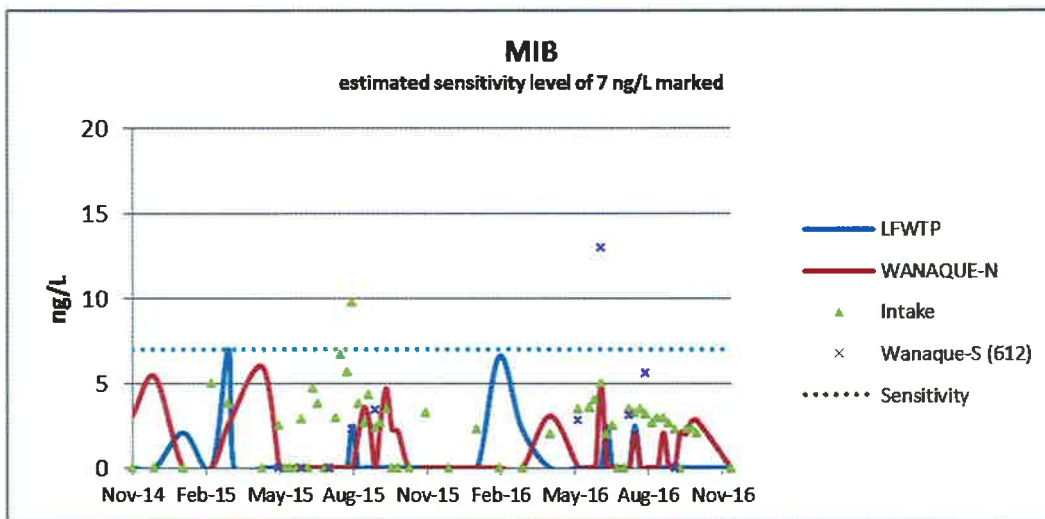
Sampling will continue into April, 2017. *Giardia* (not counted towards compliance) has also

been observed in our source water at levels slightly above the method detection limit of 0.095 cysts/L.

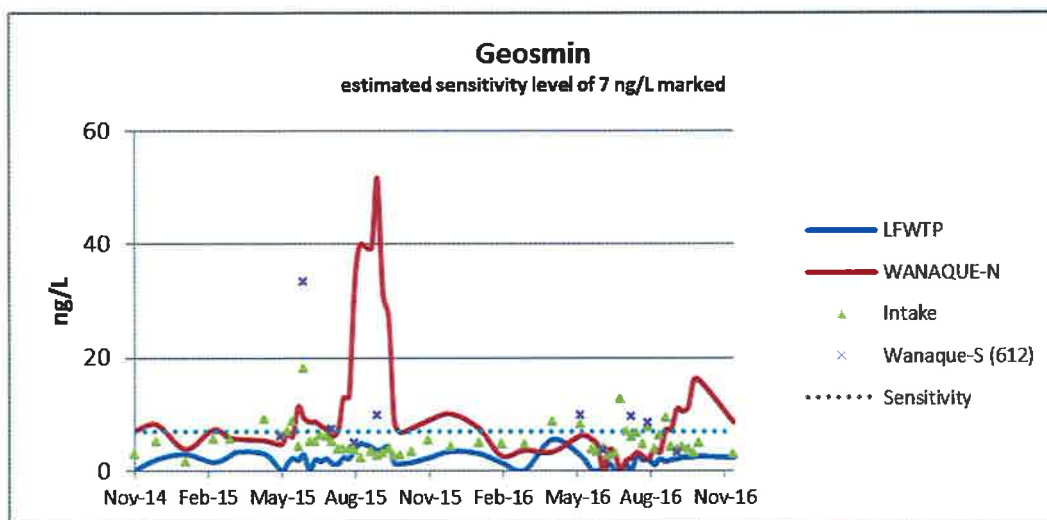


5. MIB/Geosmin Trends – November, 2014, to Present  
Weekly sampling May to September; Monthly sampling October to April

MIB and Geosmin levels have remained fairly moderate throughout this past summer as shown below. This year we were spared a repeat of last summer's significant Geosmin event. MIB remained below our estimated customer perception level of 7 ng/L in our finished water and in NJDWSC water during the month. We usually see them increase somewhat, particularly in the NJDWSC supply in the summer months, but this year these taste and odor compounds have been under good control.







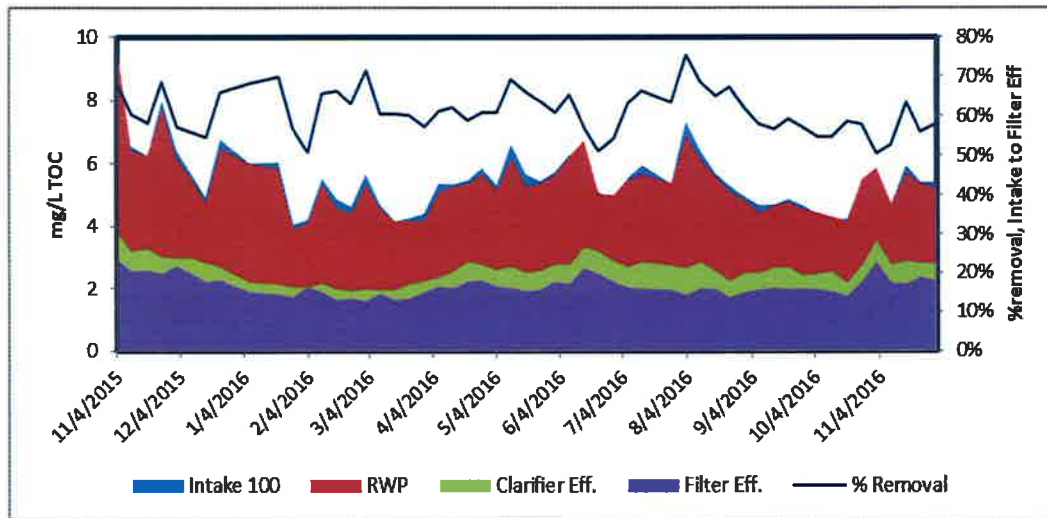
#### 6. Caldwell Trucking

The results from the most recent Caldwell Trucking report (their October sampling) are shown below with comparison to the report immediately previous. As confirmation of the GWTT results reported to us, we perform quarterly sampling at our location STRMS-104B, on the Passaic River at the Deepavaal Brook confluence, where we usually detect diminished quantities of some of the analytes reported by GWTT. The most recent results from that sampling (September 22) are also shown in the table below. As usual, none of the detected compounds were observable in our Little Falls plant intake at our most recent sampling there (November 2).

	GWTT (Brook downstream of tributary)		Quarterly PVWC Sampling, Passaic R. at Deepavaal Brook	NJ MCL for Drinking Water
	Sept 7	Oct 11	Sept 22	
chloroform	<0.1 µg/L	0.1 µg/L	--	(included in THM4)
cis-1,2-dichloroethene	4.4	15	4	70 µg/L
1,1-dichloroethane	0.4	1.1	<1	50
1,1-dichloroethene	0.3	0.9	<1	2
tetrachloroethene	0.6	1.2	<1	1
1,1,1-trichloroethane	0.9	3.1	<1	30
trichloroethene	4.2	17	4	1
MTBE	0.3	<0.2	<1	70
vinyl chloride	<0.2	0.3	<1	2

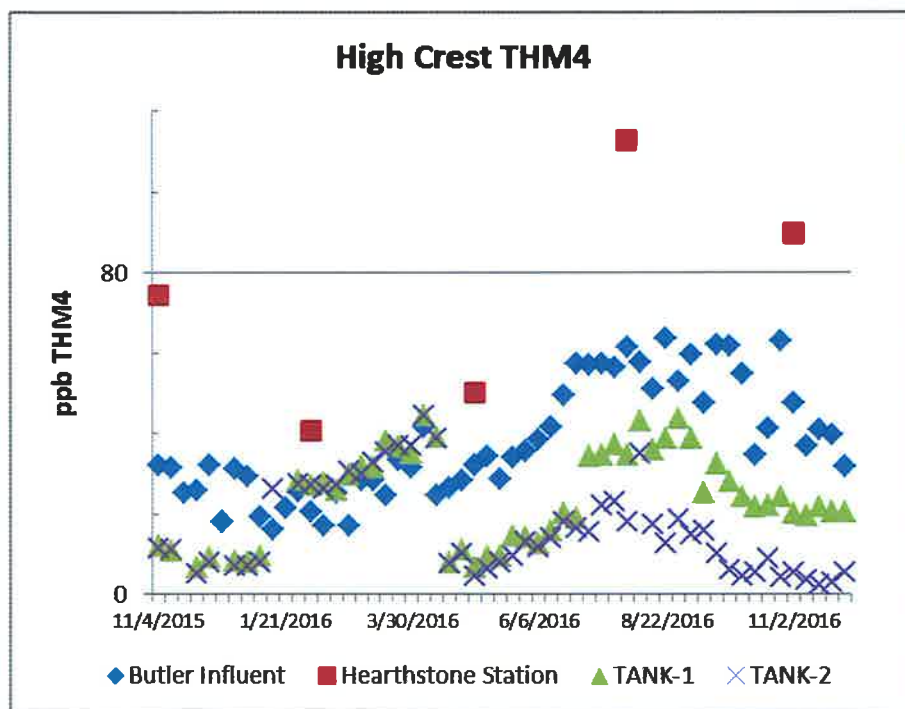
#### 7. TOC Removal – Intake/RWP, Clarifier Effluent, and Filter Effluent – November, 2015, to date: LFWTP organics removal ratios remained well above regulatory requirements (typically 35-45 percent) in October as shown in the trends below.

The trend below displays weekly Total Organic Carbon levels in mg/L (left axis) from the Intake through the RW Pumps, the Clarifier effluent, and a representative Filter effluent. Our overall %Removal of TOC from the Intake water to the Filter Effluent is displayed by the solid line vs. the right-hand axis.



#### 8. High Crest THM Removal

THMs in Tank 1 remained higher than Tank 2 again in November, most likely due to maintenance required on the recirculation system installed in that tank. Although the THM levels in both tanks were significantly reduced relative to the incoming Butler water, the November compliance THM sample was above 80 ppb. This result, plus the higher than usual August reading, will prompt a DEP order for an Operational Evaluation assessment for the High Crest system. We will need to explain to the State our plan for reducing THMs in the High Crest system so that we do not exceed the regulatory limit of 80 ppb (annual average) THMs in that system.



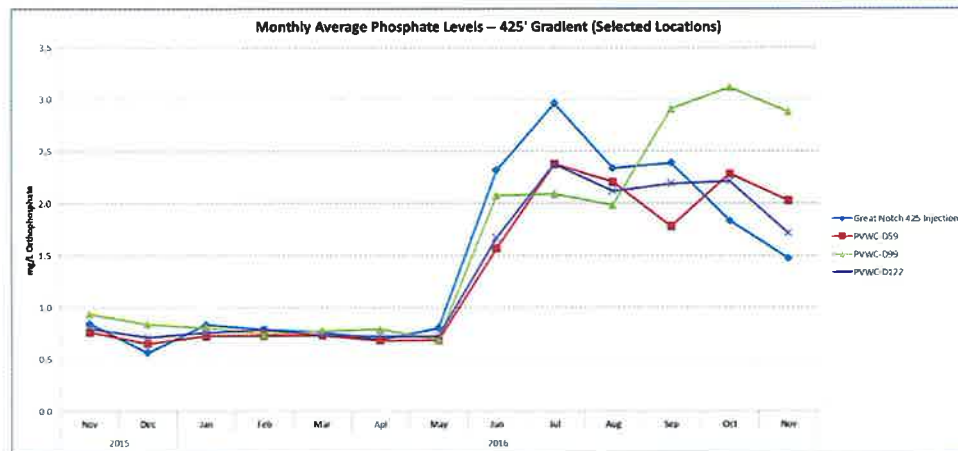
## 9. Distribution System Corrosion Control Treatment

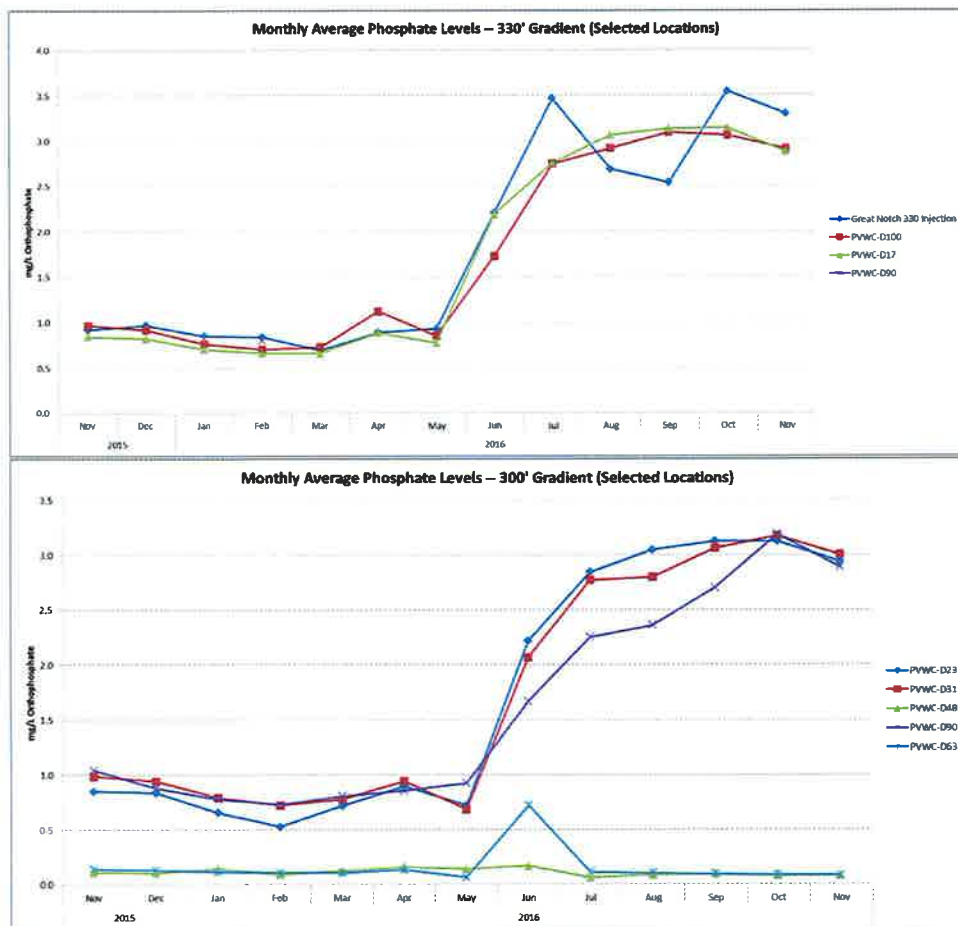
The following charts display mg/L as  $\text{PO}_4$  by our non-certified colorimetric method, averaged for each month for each system shown. They represent the effect of corrosion inhibitor injection at the Great Notch facility for the 13 months ending November, 2016.

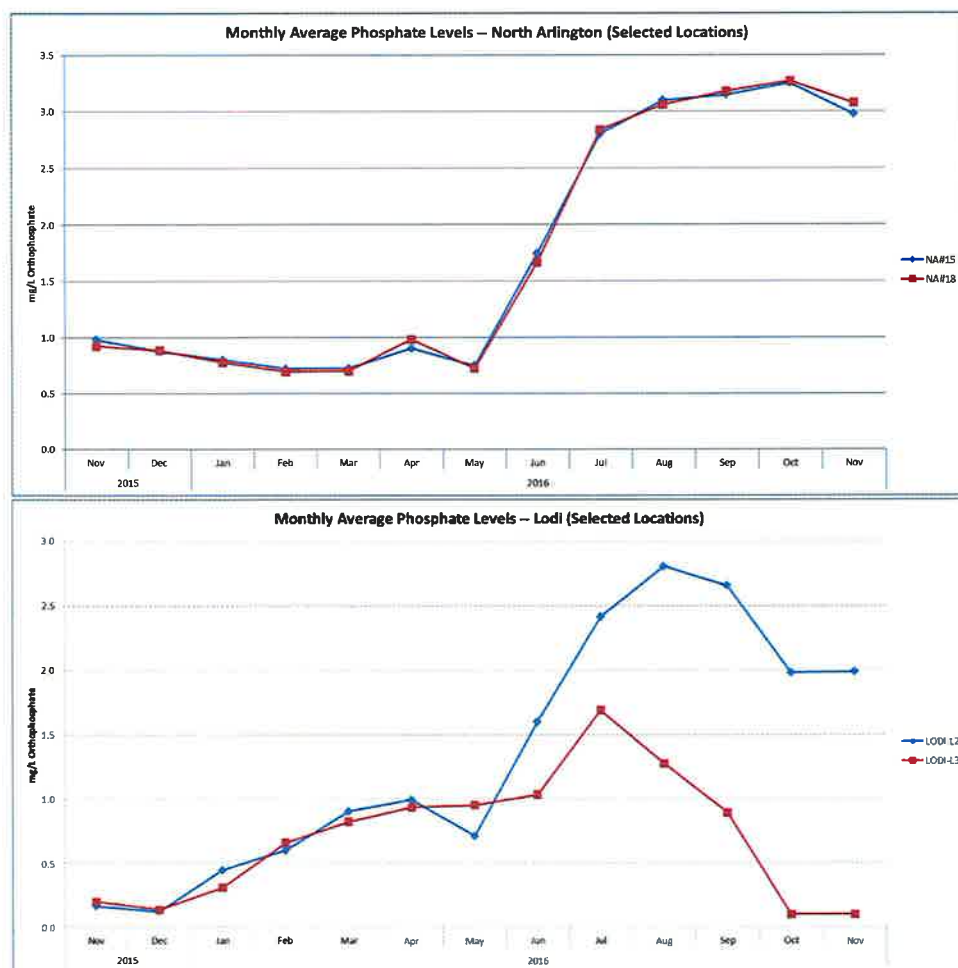
Levels of phosphate in our system appear to have stabilized after the switch to the new phosphate inhibitor earlier this year. The geographical extent of the phosphate treatment remains essentially unchanged. Select locations in the 300 gradient shown below (our D90 location near the Botany pump station, our D31 location on Hope Ave. in Passaic, our D96 location on Crooks Ave. near Getty Ave., and our D48 location on Getty Ave. near St. Joseph Hospital) show that the geographical dispersion from the 330 into the 300 gradient is basically the same as it was before the switch.

We monitor at our D63 location (Lorenzo's) just outside the New St. Reservoir to verify that Woodland Park water (with phosphate) is not entering that part of the system. This is important in order to keep phosphate from working its way back into the open reservoir where it may foster algal blooms. We have not significant impact from this since June.

The field phosphate readings in North Arlington and Lodi are also shown below for comparison. These levels have also increased with the switch to the new inhibitor chemical. We see that the Essex St. area of Lodi (at Lodi-L3) continues to receive less inhibitor than the Harrison St. area (Lodi-L2), presumably due to influence from Suez water in that portion of town.



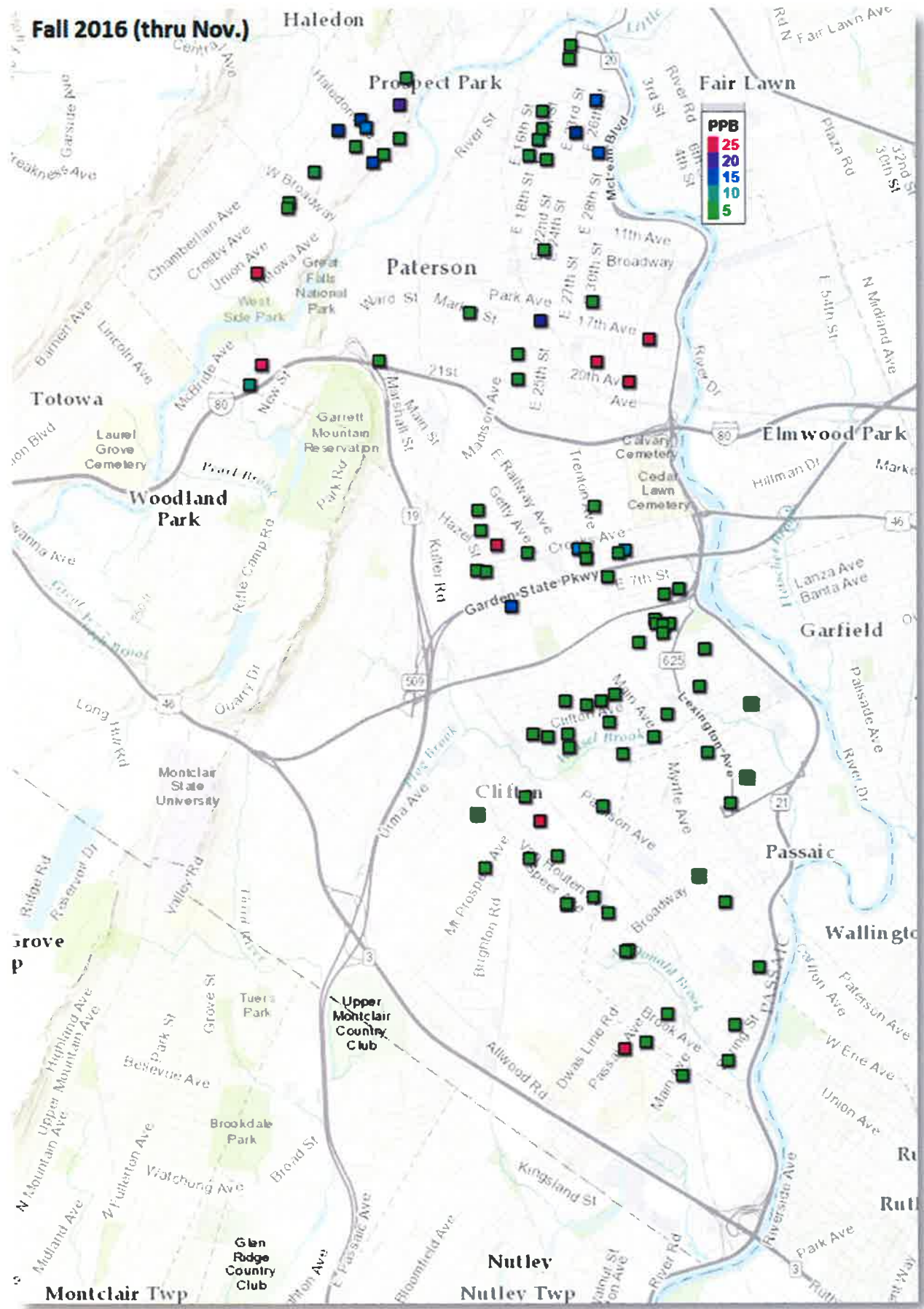




The map on the following page shows the effect of our phosphate treatment on recent first-draw lead results in our main system (PWS NJ1605002). These results are from our ongoing Lead and Copper Rule sampling for the current monitoring period (July 1 to December 31, 2016) representing “Tier 1” sampling locations in our approved sampling pool (pending Distribution on-site review). Although a few results are still pending, the general trend of the results can be observed. We can see from the map that first-draw samples in the phosphate-treated region of our service area (roughly the area south of the Crooks Avenue in Paterson) are noticeably lower in lead than the samples taken in the untreated area north of Crooks Avenue. Data on this map are shown ranging from Green (at 5 ppb lead or lower) up to Red (at 25 ppb or higher).

	90 <sup>th</sup> Percentile	Median
Treated Area (Crooks Ave. and South)	6.7 ppb Lead	2.9 ppb Lead
Untreated Area (North of Crooks Ave.)	29.0 ppb Lead	7.8 ppb Lead

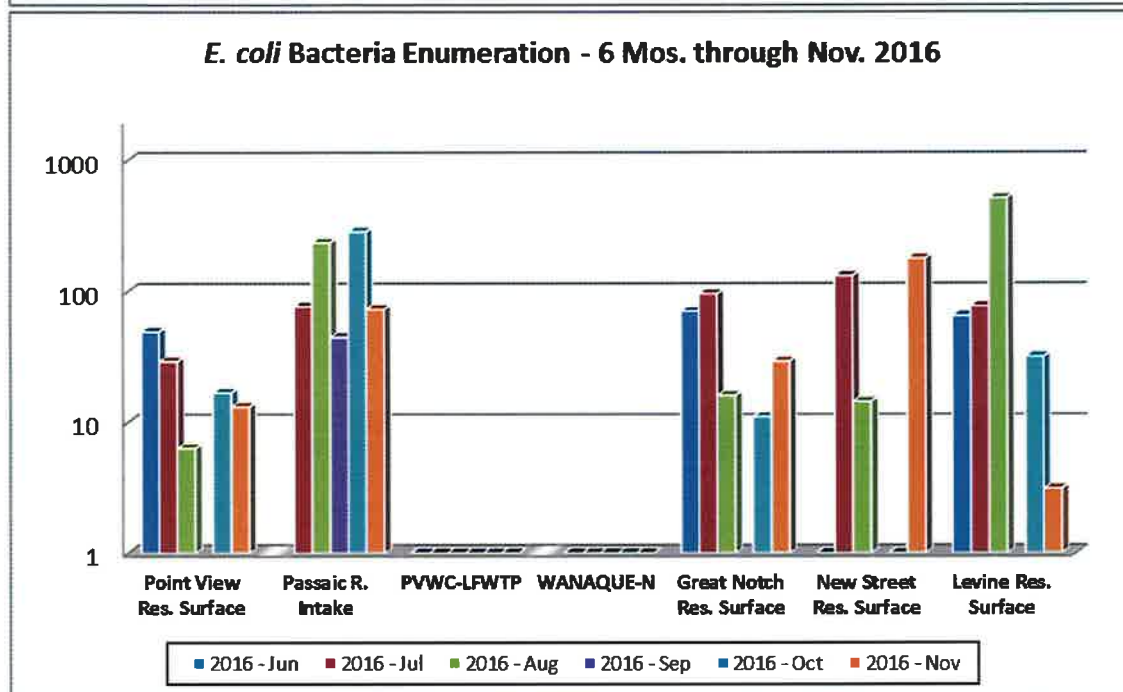
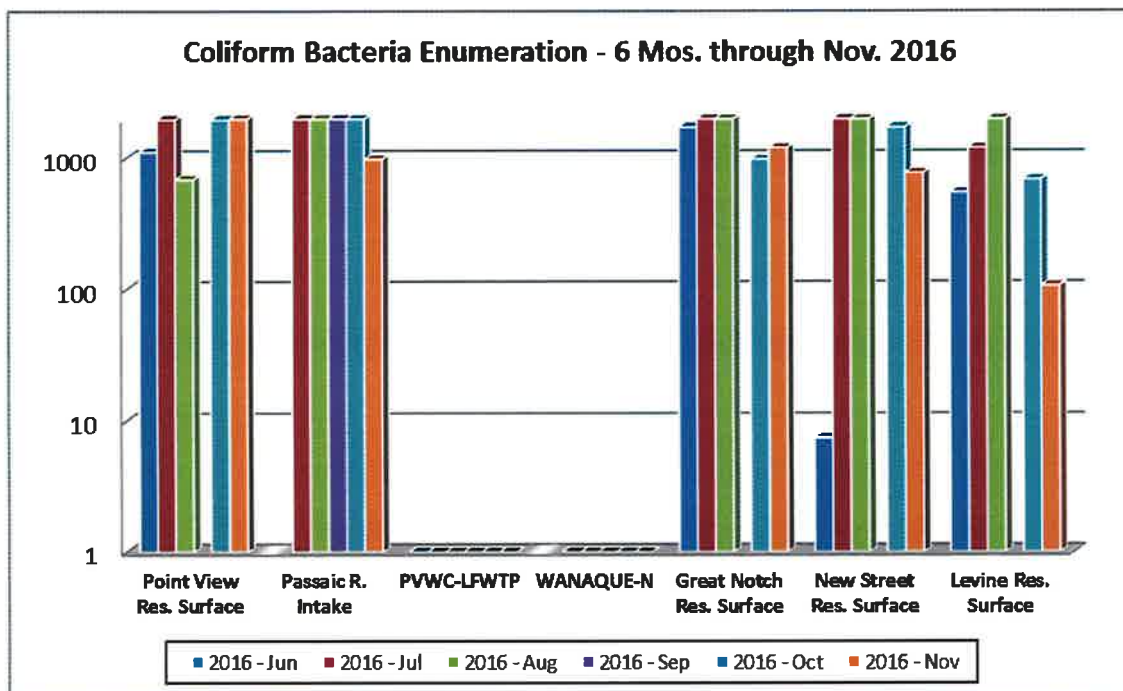




#### 10. Coliform Profiling

Our continuing profiles of coliform bacteria including E. coli reveal how bacteria present in raw water are removed through the plant treatment process to the extent that finished water is virtually coliform-free on a consistent basis. After this disinfected water is stored in open reservoirs, it regains its bacterial contamination such that it becomes, from a coliform contamination standpoint, nearly indistinguishable from the raw water before treatment. In the coming cooler months we can expect this effect to diminish somewhat but it is not likely to disappear.

The following charts depict these monthly studies for the six-month period ending November, 2016, for Total Coliform and E. coli enumerations.





**11. Laboratory Revenue**

Billing for October, 2016: \$7,065.50  
Total Billing for 2016 to date: \$101,333.00

**12. Time Summary (10/23 – 11/26/2016)**

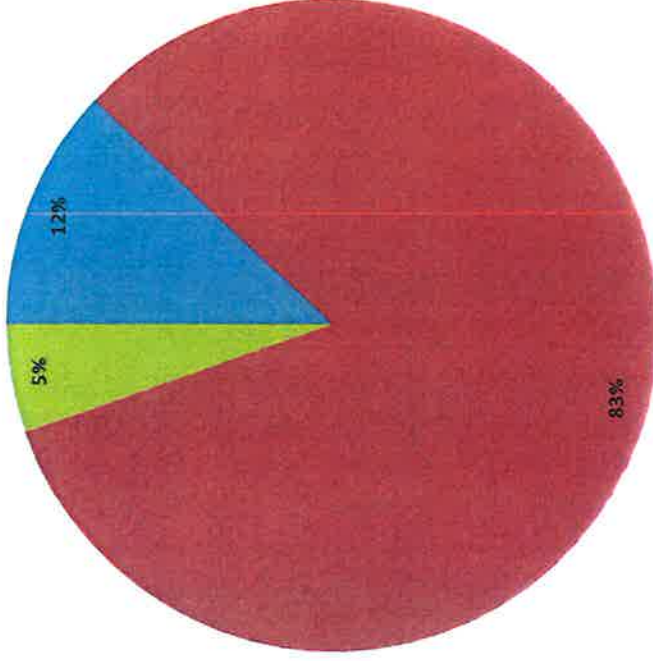
<b>Category</b>	<b>Regular</b>	<b>Standby</b>	<b>OT</b>	<b>Sick</b>	<b>Absent (Vac, Jury, etc.)</b>	<b>No Pay</b>
Total Hours	1969	49	141	49	231	0

db

(attachments 10)

# November 2016

## 9,736 Calls

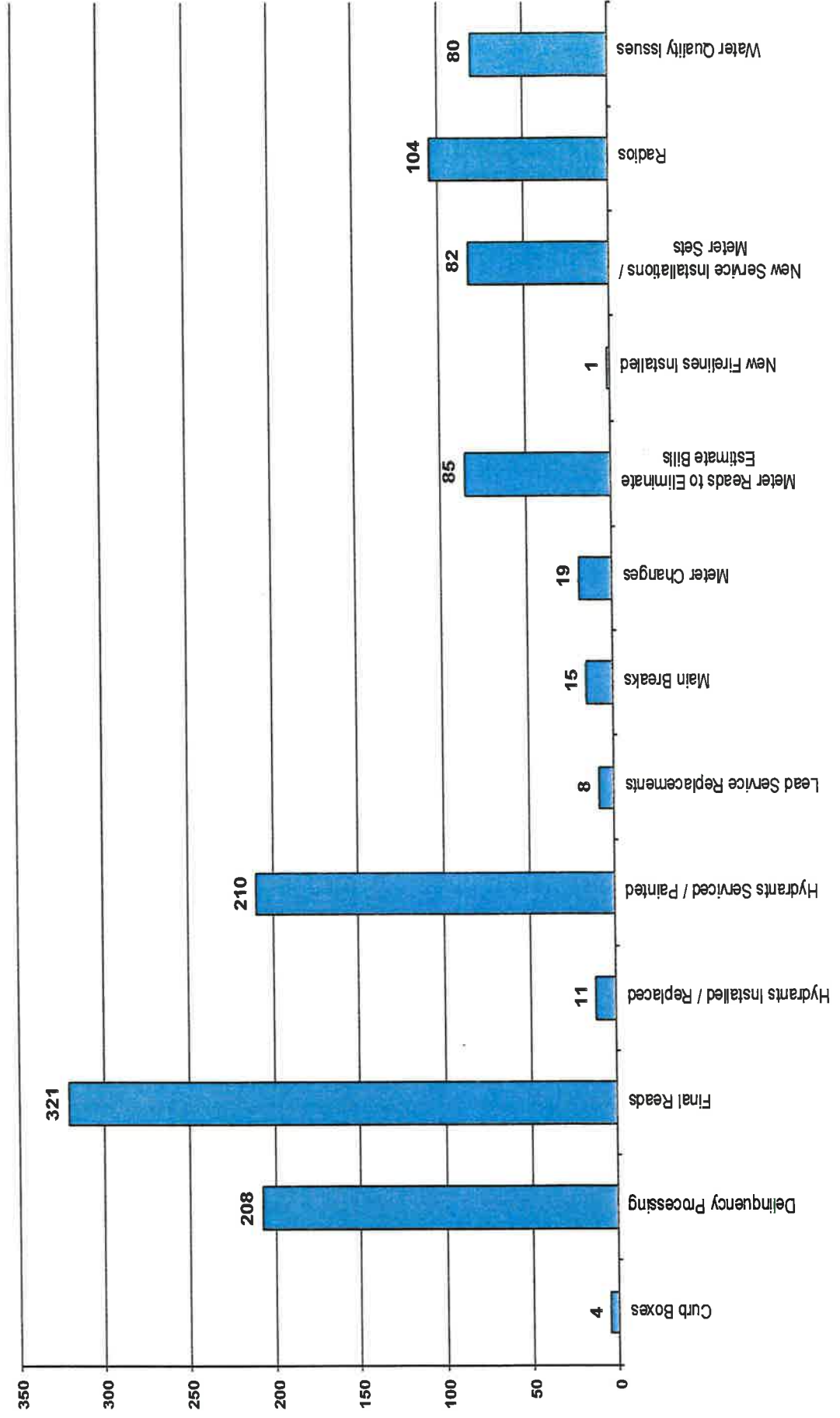


■ Transferred - 947  
■ Handled - 6,501  
■ Abandoned - 420

# November 2016 – Work Orders

Total: 1,153

5 hydrants need to be replaced



**Aged Arrears Detail Listing**

**Report Criteria Selected**

A/R Type:	Sewer;Water;
Account Status:	Active
Account Type:	
Company:	PASSAIC VALLEY WATER COMM
Cycle:	
A/R Amount:	9999.99
Ageing Date:	Thursday, December 1, 2016
Selected Ageing Bucket:	0-30 Days
Selected Ageing Bucket:	31-60 Days
Selected Ageing Bucket:	61-90 Days
Selected Ageing Bucket:	91-120 Days
Selected Ageing Bucket:	120+ Days
Selected Ageing Bucket:	Not Aged

**Aged Arrears Detail Listing**

Customer #	Customer Name	Account #	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0156885	ELMWOOD TERRACE		Active	04		\$5,386.91	\$46.53		\$6,930.15	\$45.80	\$12,419.39
137328	79 IOZIA TERRACE - ELMWOOD PARK, NJ, 07407		Residential								
0156885	ELMWOOD TERRACE		Active	04		\$6,916.50	\$40.50		\$6,040.82	\$31.64	\$12,928.46
137344	110 IOZIA TERRACE - ELMWOOD PARK, NJ, 07407		Residential								
<b>Cycle: 04</b>			<b>Total Customers: 2</b>			\$12,212.41	\$87.03		\$12,970.97	\$77.44	\$25,347.85
<b>Division:</b>	<b>Elmwood Park</b>		<b>Total Customers: 2</b>			\$12,212.41	\$87.03		\$12,970.97	\$77.44	\$25,347.85
0208349	KEVIN TRYKOWSKI		Active	18		\$1,609.36			\$1,184.10	\$37,818.27	\$40,611.73
180292	181 PASSAIC STREET - GARFIELD, NJ, 07026		Residential								
0208377	AKRAM AMAISE		Active	18		\$2,486.41			\$1,955.68	\$10,487.32	\$14,939.41
180320	259 PASSAIC STREET - GARFIELD, NJ, 07026		Small Commercial - < 2"								
<b>Cycle: 18</b>			<b>Total Customers: 2</b>			\$4,105.77			\$3,139.78	\$48,305.59	\$55,551.14
<b>Division:</b>	<b>Garfield</b>		<b>Total Customers: 2</b>			\$4,105.77			\$3,139.78	\$48,305.59	\$55,551.14
0128417	PSE&G		Active	19		\$1,313.94	\$594.75	\$588.92	\$583.20	\$8,302.99	\$11,383.90
020246	240 KULLER ROAD FIREL		Fireline								
0123355	CLIFTON, NJ, 07011		Active	19		\$10,261.98					\$10,261.98
029828	W.H. LINEN SUPPLY 707 PAULISN AVENUE - CLIFTON, NJ, 07011		Industrial - 6" and above								
0273800	PB NUTCLIFF, LLC		Active	19		\$14,184.78					\$14,184.78
032470	#2 811 ROUTE 3 EAST - CLIFTON, NJ, 07012		Industrial - 6" and above								
0123387	ALFRED HELLER		Active	19		\$1,899.04	\$520.64	\$614.56	\$608.59	\$29,556.64	\$32,289.47
041164	388 GETTY AVENUE - CLIFTON, NJ, 07012		Industrial - 6" and above								
0128847	ALFRED HELLER HEAT		Active	19		\$1,547.71	\$615.99	\$608.95	\$604.00	\$27,284.87	\$30,662.52
041168	5 WELLINGTON STREET FIREL		Fireline								
<b>Cycle: 19</b>	<b>CLIFTON, NJ, 07012</b>		<b>Total Customers: 5</b>			\$29,217.45	\$1,831.38	\$1,813.43	\$1,795.79	\$64,144.50	\$98,802.55
<b>Division:</b>	<b>PVWC - Clifton</b>		<b>Total Customers: 5</b>			\$29,217.45	\$1,831.38	\$1,813.43	\$1,795.79	\$64,144.50	\$98,802.55
0197945	M. SCHUELLER		Active	23		\$782.77		\$445.76		\$15,888.10	\$17,116.62
047334	6 CORABELLE AVENUE - LODI, NJ, 07644		Residential								
0123733	ASSOCIATES GESWALDO		Active	23		\$952.64	\$405.10	\$401.13	\$397.19	\$11,414.73	\$13,570.59
047644	91 DELL GLEN AVENUE FIREL		Fireline								
0178523	LODI, NJ, 07644		Active	23		\$3,249.84		\$1,620.83		\$76,817.93	\$81,688.60
048230	MICHAEL CRUZ		Residential								
0227259	4 GARIBALDI AVENUE - LODI, NJ, 07644		Active	23		\$875.92	\$360.06	\$376.33	\$372.64	\$8,934.94	\$10,939.89
051728	PRO A MARKETING 6 PARK PLACE FIREL		Fireline								
<b>Cycle: 23</b>	<b>LODI, NJ, 07644</b>		<b>Total Customers: 4</b>			\$5,861.07	\$765.16	\$2,844.04	\$769.83	\$113,055.70	\$123,315.80
<b>Division:</b>	<b>PVWC - Lodi</b>		<b>Total Customers: 4</b>			\$5,861.07	\$765.16	\$2,844.04	\$769.83	\$113,055.70	\$123,315.80
0180085	TERMIL, INC.		Active	25		\$1,142.61	\$482.59	\$487.76	\$482.97	\$12,315.59	\$14,921.52
158598	45-47 RIDGE ROAD FIREL		Fireline								
0201763	NORTH ARLINGTON, NJ, 07031		Active	25		\$9,147.08	\$3,834.34	\$3,808.49	\$2,585.62	\$122,286.79	\$141,662.32
159162	EAST NEWARK CENTER, LLC 255 GRANT AVENUE - EAST NEWARK, NJ, 07029		Industrial - 6" and above								
<b>Cycle: 25</b>			<b>Total Customers: 2</b>			\$10,289.69	\$4,325.93	\$4,286.25	\$3,068.59	\$134,602.38	\$156,593.64
<b>Division:</b>	<b>PVWC - North Arlington</b>		<b>Total Customers: 2</b>			\$10,289.69	\$4,325.93	\$4,286.25	\$3,068.59	\$134,602.38	\$156,593.64

**Aged Arrears Detail Listing**

Customer # Account #	Customer Name Address	Cycle	Account Status/ Account Type	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0125459 056928	MILAN ASSOCIATES, INC. 77 BROOK AVENUE - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$10,617.26					\$10,617.26
0252961 058196	PASSAIC INDUSTRIAL PROP. LLC. 90 DAYTON AVENUE - PASSAIC, NJ, 07055	15	Active Industrial - 6" and above		\$14,377.84	\$7,276.54				\$21,654.38
0053879 058660	PASSAIC BOARD OF EDUCATION 390 GREGORY AVENUE - PASSAIC, NJ, 07055	15	Active Municipal		\$1,737.48			\$1,396.46	\$40,220.85	\$43,354.79
0125555 051744	AHMAD ODATALLA 200-202 JEFFERSON STREET FIREL	15	Active Fireline		\$1,381.92	\$551.81	\$556.30	\$550.84	\$21,919.78	\$24,970.65
0236627 063882	SEAGAL HOWE 919 MAIN AVENUE - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$2,480.13	\$1,308.21	\$1,096.38	\$1,193.71	\$6,753.18	\$12,831.61
0125693 063960	PASSAIC PUBLIC SCHOOL 982 MAIN AVENUE FIREL	15	Active Fireline		\$2,140.78	\$997.22	\$987.44	\$977.68	\$11,073.35	\$16,176.47
0231945 064250	CARMEN SANCHEZ 121 MARKET STREET - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$21,743.20			\$153.76	\$1,627.10	\$23,524.06
0125729 064802	HONG LUI 189 MONROE STREET FIREL	15	Active Fireline		\$702.00	\$286.34	\$283.53	\$280.75	\$10,938.25	\$12,490.87
0245775 065074	DONA COSINA RESTAURANT #1 379 MONROE STREET - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$2,461.01	\$132.28			\$11,259.47	\$13,852.76
0263949 065304	E.T. PERCISION MACHING 115 MYRTLE AVENUE FIREL	15	Active Fireline		\$818.97	\$324.57	\$321.39	\$318.23	\$14,723.57	\$16,506.73
0261031 066032	PASSAIC, NJ, 07055 120 PARK PL ASSOCIATES, LLC. 122 PARK PLACE - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$3,038.08	\$1,423.97	\$1,358.04	\$1,590.66	\$4,171.15	\$11,581.80
0244459 066410	GREEN UNION, LLC. 47 PASSAIC STREET - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$1,845.46			\$1,453.91	\$21,857.17	\$25,156.54
0119631 066876	PASSAIC BOARD OF EDUCATION 175 GREGORY AVENUE - PASSAIC, NJ, 07055	15	Active Municipal		\$3,733.04			\$4,122.47	\$12,609.07	\$20,464.58
0221633 067104	JOSE RODRIGUEZ 472 PAULISON AVENUE - PASSAIC, NJ, 07055	15	Active Residential		\$734.65			\$581.68	\$12,384.96	\$13,701.29
0061411 068326	VICTOR CAMILO 380-400 RIVER DRIVE - PASSAIC, NJ, 07055	15	Active Commercial - up to 6" mtr		\$13,386.63					\$13,386.63
0125871 070828	CAMACHO EZEQUIL 44-46 WALL STREET FIREL	15	Active Fireline		\$1,073.13	\$527.90	\$337.10	\$337.10	\$18,742.64	\$21,017.87
0127879 071764	PASSAIC, NJ, 07055 CHRISTOPHER VARGAS 72 4TH STREET - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$1,467.46	\$120.42		\$1,364.88	\$10,676.97	\$13,629.73
0188973 158386	ENVIROCORP. LUD. DERV. #1 95-105 PASSAIC STREET - PASSAIC, NJ, 07055	15	Active Industrial - 6" and above		\$484.62	\$237.57	\$235.24	\$232.93	\$11,211.11	\$12,401.47
0227833 173882	ENVIROCORP LOGISTICS SERVICES 95-105 PASSAIC STREET FIREL	15	Active Fireline		\$811.82	\$322.23	\$319.07	\$315.95	\$14,492.39	\$16,261.46
0270322 178932	PASSAIC, NJ, 07055 VALERIA RAMIREZ 454 MONROE STREET - PASSAIC, NJ, 07055	15	Active Small Commercial - < 2"		\$7,241.36	\$27.88		\$2,786.41		\$10,055.63
<b>Cycle: 15</b>					<b>Total Customers: 20</b>					<b>\$353,636.68</b>
0058543 065344	ST. MARY'S HOSPITAL 350 BOULEVARD - PASSAIC, NJ, 07055	99	Active Commercial - up to 6" mtr		\$26,164.00					\$26,164.00
<b>Cycle: 99</b>					<b>Total Customers: 1</b>					<b>\$26,164.00</b>

## Aged Arrears Detail Listing

Customer # Account #	Customer Name Address	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
<b>Division: PVWC - Passaic</b>										
<b>Total Customers: 21</b>										
0259099	ML RUTY, LLC, & UNC REALTY GRP	Active	01		\$118,440.84	\$13,546.92	\$5,484.49	\$17,657.42	\$224,661.01	\$379,800.68
075104	282 BROADWAY - PATERSON, NJ, 07501	Small Commercial - < 2"			\$1,771.40	\$913.87	\$1,761.35	\$1,444.42	\$8,024.79	\$13,935.83
0261699	MAHMOD ABROUMI	Active	01		\$737.10	\$297.81	\$294.89	\$292.00	\$12,074.22	\$13,696.02
078314	73-75 LEVINE STREET FIREL	Fireline								
0137155	PATERSON, NJ, 07503	Active	01		\$645.28	\$268.25	\$263.88	\$175.46	\$9,103.45	\$10,456.32
078980	LERICH PRODUCTIONS, LLC.	Industrial - 6" and above								
0271575	282 DAKOTA STREET - PATERSON, NJ, 07503	Active	01		\$1,852.32	\$938.41	\$755.96	\$572.18	\$9,682.37	\$13,901.24
081040	NET INC. NORTHEAST TOMATO	Industrial - 6" and above								
0124133	4-22 ERIE STREET - PATERSON, NJ, 07524	Active	01		\$947.03	\$419.68	\$415.56	\$411.49	\$7,846.37	\$10,040.13
081678	MARIO MORIANO 36-50 FULTON STREET FIREL	Fireline								
0049683	PATERSON, NJ, 07501	Active	01		\$103.48	\$103.48	\$368.23		\$10,080.88	\$10,656.07
082298	CAROLE BRITTON	Residential								
0274792	382 GETTY AVENUE - PATERSON, NJ, 07503	Active	01						\$115.00	\$115.00
083034	JCM INVESTORS 1012	Residential								
0124201	190 GOVERNOR STREET - PATERSON, NJ, 07501	Active	01		\$1,216.09	\$507.61	\$502.63	\$497.71	\$16,553.46	\$19,277.50
083416	GLOBAL MANAGEMENT, INC. 444 GRAND STREET FIREL	Fireline								
0122755	PATERSON, NJ, 07505	Active	01		\$30,846.38	\$19,243.42				\$50,091.80
084152	COUNTY OF PASSAIC-COURT HOUSE	Municipal								
0117835	401 GRAND STREET - PATERSON, NJ, 07505	Active	01		\$752.14	\$302.73	\$299.76	\$296.80	\$12,560.99	\$14,212.42
089784	NABIL HATAB 234 MAIN STREET FIREL	Fireline								
0172223	PATERSON, NJ, 07505	Active	01		\$674.20	\$337.10	\$483.19	\$478.45	\$8,609.19	\$10,582.13
091918	CRESCENT HOLDING LLC 107-109 MARKET STREET FIREL	Fireline								
0037037	PATERSON, NJ, 07505	Active	01		\$683.09	\$280.61	\$276.12	\$175.46	\$10,339.17	\$11,754.45
091970	MOHAMMAD ODATALLA 185 MARKET STREET - PATERSON, NJ, 07505	Small Commercial - < 2"								
0124469	W & S REALTY, CO.	Active	01		\$1,650.56	\$704.77	\$697.86	\$691.01	\$19,196.69	\$22,940.89
092530	926 MARKET STREET FIREL	Fireline								
0122755	PATERSON, NJ, 07513	Active	01		\$18,925.69	\$12,383.83				\$31,309.52
092564	COUNTY OF PASSAIC-COURT HOUSE	Municipal								
0124511	11 MARSHALL STREET - PATERSON, NJ, 07501	Active	01		\$1,398.55	\$567.24	\$561.88	\$556.17	\$22,458.08	\$25,541.72
092786	WLS GROUP, LLC. 309 MARSHALL STREET FIREL	Fireline								
0124515	PATERSON, NJ, 07503	Active	01		\$1,100.89	\$469.89	\$465.28	\$460.73	\$12,818.65	\$15,315.25
092914	GARFOJURBAN REN. CORP. 508 MARSHALL STREET FIREL	Fireline								
0124615	PATERSON, NJ, 07503	Active	01		\$1,027.56	\$446.00	\$441.62	\$437.29	\$10,462.46	\$12,804.93
095338	THREE GUYS FOOD, LLC, 39 PARK AVENUE FIREL	Fireline								
0011555	PATERSON, NJ, 07501	Active	01		\$1,564.95	\$621.62	\$615.53	\$609.49	\$27,842.97	\$31,254.56
097214	GALAXIE GHEM CORP 6-34 PIERCY STREET FIREL	Fireline								
0121985	PATERSON, NJ, 07522	Active	01		\$704.94	\$287.75	\$283.19	\$175.46	\$11,053.30	\$12,504.64
097234	SHERMAN SCOTT 28 PIERCY STREET - PATERSON, NJ, 07522	Small Commercial - < 2"								
0225497	RIVERVIEW TOWERS #1	Active	01		\$17,037.89					\$17,037.89
097882	105 PRESIDENTIAL BOULEVARD - PATERSON, NJ, 07522	Commercial - up to 6" mtr								

**Aged Arrears Detail Listing**

Customer # Account #	Customer Name Address	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0124657 098002	CENTER CONTRACTING, CORP. 72 PUTNAM STREET FIREL	Active Fireline	01		\$811.35	\$322.08	\$318.92	\$315.80	\$14,477.48	\$16,245.54
0129855 098550	PATERSON, NJ, 07524 EL MOLINO FOOD, INC. 145 E RAILWAY AVENUE FIREL	Active Fireline	01		\$1,422.67	\$575.12	\$569.48	\$563.90	\$23,238.29	\$26,369.46
0052917 101888	PATERSON, NJ, 07503 GREAT FALLS DEV. CORP. 2 MARKET STREET - PATERSON, NJ, 07501	Active Small Commercial - < 2"	01		\$1,000.31	\$422.17	\$407.61	\$265.52	\$14,409.02	\$16,504.73
0124761 101890	PATERSON COMM. DEVELOPMENT 2 MARKET STREET FIREL	Active Fireline	01		\$1,242.79	\$516.34	\$511.27	\$506.26	\$17,417.36	\$20,194.02
0118931 101892	PATERSON, NJ, 07501 MUNICIPAL UTILITY AUTHORITY 72 MCBRIDE AVENUE EXT	Active Municipal	01		\$680.58			\$486.17	\$10,617.75	\$11,784.50
0041255 102880	PATERSON, NJ, 07501 JENNIFER RAMIREZ 486 SUMMER STREET - PATERSON, NJ, 07501	Active Residential	01		\$371.22		\$360.49		\$9,940.24	\$10,671.95
0124657 105482	CENTER CONTRACTING, CORP. 59-61 WARREN STREET FIREL	Active Fireline	01		\$1,130.36	\$478.59	\$474.89	\$470.23	\$13,778.87	\$16,333.94
0233821 105492	PATERSON, NJ, 07524 PUTNAM DEVELOPMENT, CORP. 71 WARREN STREET FIREL	Active Fireline	01		\$800.84	\$318.68	\$315.55	\$312.46	\$14,140.17	\$15,887.80
0124831 106374	PATERSON, NJ, 07524 DAVID GRIMALDI, CO. 61-69 1ST AVENUE FIREL	Active Fireline	01		\$1,223.79	\$510.13	\$505.13	\$500.17	\$16,802.74	\$19,541.96
0241205 107668	PATERSON, NJ, 07514 KAHR PATERSON PATRNER, LLC. 385 12TH AVENUE - PATERSON, NJ, 07514	Active Small Commercial - < 2"	01		\$2,084.25	\$965.70	\$892.04	\$844.82	\$8,023.28	\$12,909.89
0198533 113714	AUCTIONS ONLINE, LLC. 11-17 E 23RD STREET FIREL	Active Fireline	01		\$1,198.18	\$460.32	\$485.48	\$484.05	\$12,337.67	\$14,835.70
0122659 115166	PATERSON, NJ, 07514 ALLEN SUP & LAUND 971-973 E 24TH STREET - PATERSON, NJ, 07513	Active Small Commercial - < 2"	01		\$4,075.16	\$2,173.03	\$1,989.19	\$2,056.12	\$2,104.70	\$12,408.20
0125343 123244	CENTER CONTRACTING, CORP. 72 PUTNAM STREET FIREL	Active Fireline	01		\$1,050.68	\$453.26	\$478.52	\$473.83	\$11,142.05	\$13,598.34
0267227 174352	PATERSON, NJ, 07524 GRAND ST INVESTMENT GROUP LLC 325 GRAND STREET FIREL	Active Fireline	01		\$1,089.29	\$469.44	\$464.84	\$460.28	\$12,773.65	\$15,267.50
0239163 174556	PATERSON, NJ, 07505 ST. JOSEPH'S REGIONAL MEDICAL 703 MAIN STREET FIREL	Active Fireline	01		\$1,293.54	\$588.09	\$582.32	\$576.61	\$7,643.29	\$10,683.85
0243167 175076	PATERSON, NJ, 07503 LIBERTY ADULT DAY CARE 246 PATERSON AVENUE FIREL	Active Fireline	01		\$1,311.01	\$538.63	\$533.35	\$528.12	\$19,625.37	\$22,536.48
0268551 178140	PATERSON, NJ, 07502 XPERAL 61-67 STATE STREET - PATERSON, NJ, 07501	Active Fireline	01		\$868.95	\$425.66	\$8,856.47			\$10,141.08
<b>Total Customers: 37</b>			<b>37</b>		\$105,236.42	\$48,342.31	\$26,252.29	\$16,318.36	\$417,283.97	\$613,443.35
0199785 159044	MARCAL PAPER COMPANY 1 MARKET STREET - ELMWOOD PARK, NJ, 07407	Active Industrial - 6" and above	05		\$75,637.25					\$75,637.25



Printed: 12/01/2016 10:02:20 am  
**Company Name:** PASSAIC VALLEY WATER COMM  
**Division:** PVWC - Paterson  
**Cycle:** 05

## Aged Arrears Detail Listing

Customer #	Customer Name Address	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
<b>Cycle: 06</b>		<b>Total Customers: 1</b>			\$75,637.25					\$75,637.25
0122583	ST. JOSEPH'S HOSPITAL	Active	99							
090314	84 GETTY AVENUE - PATERSON, NJ, 07503	Commercial - up to 6" mtr			\$23,101.79	\$15,256.94	\$6,422.13			\$44,780.86
0238559	ST. JOSEPH'S REGIONAL MED CNTR	Active	99		\$61,739.67					\$61,739.67
174394	703 MAIN STREET - PATERSON, NJ, 07503	Commercial - up to 6" mtr			\$84,841.46	\$15,256.94	\$6,422.13			\$106,520.53
<b>Cycle: 99</b>		<b>Total Customers: 2</b>								
					\$265,715.13	\$63,599.25	\$32,684.42	\$16,318.36	\$417,283.97	\$795,601.13
<b>Division:</b>	<b>PVWC - Paterson</b>	<b>Total Customers: 40</b>			\$737.06	\$164.83			\$16,482.99	\$17,384.88
0194399	CARLOS CRADENAS	Active	03							
124536	79 N 12TH STREET - PROSPECT PARK, NJ, 07508	Residential								
0125363	GEORGE DIMITRIJEVIC	Active	03		\$952.15	\$372.76	\$369.10	\$365.48	\$18,068.23	\$20,127.72
125152	345 N 6TH STREET FIREL	Fireline								
	PROSPECT PARK, NJ, 07508				\$1,689.21	\$537.59	\$369.10	\$365.48	\$34,551.22	\$37,512.80
<b>Cycle: 03</b>		<b>Total Customers: 2</b>								
<b>Division:</b>	<b>PVWC - Prospect Park</b>	<b>Total Customers: 2</b>			\$1,689.21	\$537.59	\$369.10	\$365.48	\$34,551.22	\$37,512.80
<b>Company:</b>	<b>PASSAIC VALLEY WATER COMM</b>	<b>Total Customers: 78</b>			\$447,531.57	\$84,714.26	\$47,501.73	\$56,086.22	\$1,036,681.81	\$1,672,515.59
<b>Grand Total:</b>		<b>78</b>			\$447,531.57	\$84,714.26	\$47,501.73	\$56,086.22	\$1,036,681.81	\$1,672,515.59

# Safe Drinking Water Act Regulatory Compliance Executive Summary - Submitted on December 5, 2016

- Lead and copper tap monitoring in the main PVWC system is currently underway. Ongoing sodium exceedance in the PVWC main system.
- Work is in progress under an Administrative Consent Order with NJDEP to address the open finished water reservoir requirements of the Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) and address corrosion control treatment in the PVWC main system.
- Total Trihalomethane operational evaluation level exceedance triggered in the High Crest system.
- Ongoing manganese exceedance in the Post Brook system.

SAFE DRINKING WATER ACT REGULATORY COMPLIANCE OVERVIEW - NOVEMBER 2016					
	PVWC	HIGH CREST	LODI	NORTH ARLINGTON	POST BROOK
	NJ1605002	NJ1815003	NJ0231001	NJ0239001	NJ1615008
Microbiological Contaminants - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Coliform Detections	None	None	1	None	None
E. coli/Fecal Coliform Detections	None	None	None	None	None
Asbestos	IN COMPLIANCE	WAIVER	WAIVER	WAIVER	WAIVER
Bromate	IN COMPLIANCE				
Disinfection Byproducts: Trihalomethanes and Haloacetic Acids - status	IN COMPLIANCE PENDING 4th QTR RESULTS	IN COMPLIANCE (TTHM OEL TRIGGER)	IN COMPLIANCE PENDING 4th QTR RESULTS	IN COMPLIANCE PENDING 4th QTR RESULTS	IN COMPLIANCE PENDING 4th QTR RESULTS
Disinfection Byproduct Precursors (TOC Removal)	IN COMPLIANCE PENDING DECEMBER RESULTS				
Inorganics Contaminants- General	IN COMPLIANCE				IN COMPLIANCE
Lead	IN COMPLIANCE PENDING OUTCOME OF CURRENT TAP MONITORING	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Copper	IN COMPLIANCE PENDING OUTCOME OF CURRENT TAP MONITORING	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Nitrate, mg/L	IN COMPLIANCE PENDING NOVEMBER RESULT				IN COMPLIANCE
Radiological Contaminants	IN COMPLIANCE				IN COMPLIANCE
Secondary Contaminants - General	IN COMPLIANCE (NOTE: 3rd QTR ODOR EXCEEDS OPTIMUM RANGE)				IN COMPLIANCE EXCEPT FOR: CHLORIDE, HARDNESS AND TOTAL DISSOLVED SOLIDS
Secondary Manganese (Mn)	IN COMPLIANCE		IN COMPLIANCE	IN COMPLIANCE	OUT OF COMPLIANCE ONGOING EXCEEDANCE
Secondary Sodium	OUT OF COMPLIANCE ONGOING EXCEEDANCE				IN COMPLIANCE
Volatile Organic Compounds	IN COMPLIANCE				IN COMPLIANCE
Synthetic Organic Compounds	2011-2013 WAIVER				2011-2013 WAIVER

**PASSAIC VALLEY WATER COMMISSION  
MONTHLY CHEMICAL COST SUMMARY  
11/1/2016**

CHEMICALS	LBS USED	\$ /LB	TOTAL COST (\$)	COST/MG
LIQUID FERRIC SULFATE	366607	\$0.202	\$74,093	\$48.90
COAGULANT POLYMER (Clarifloc A-3333P )	3159	\$1.227	\$3,877	\$2.56
MICROSAND	24000	\$0.096	\$2,303	\$1.52
POTASSIUM PERMANGANATE	0	\$2.217	\$0	\$0.00
POLYALUMINUM HYDROXYCHLOROSULFATE (Filter Aid)	35178	\$0.297	\$10,446	\$6.89
LIQUID OXYGEN	242816	\$0.0427	\$10,366	\$6.84
RESIDUAL POLYMER (Clarifloc A-210P)	2526	\$0.780	\$1,971	\$1.30
CORROSION INHIBITOR (Great Notch)	67853	\$0.376	\$25,533	\$16.85
CORROSION INHIBITOR (BOTANY)	11123	\$0.376	\$4,186	\$2.76
CORROSION INHIBITOR (Airport, Ver, Tot)	35354	\$0.376	\$13,304	\$8.78
CORROSION INHIBITOR (Morris County)	7565	\$0.376	\$2,847	\$1.88
	GALS USED	\$ / GALS	TOTAL COST (\$)	COST/MG
RESIDUAL MANAGEMENT (Sludge Hauling+PVSC)	1960500	\$0.083	\$162,623	\$107.32
PVSC SEWER FEES (INCL. TANK #3 DECANT)	cost per month (based on 2014 parameters) =		\$2,708	\$1.79
HYDROGEN PEROXIDE	706	\$1.736	\$1,225	\$0.81
SODIUM HYDROXIDE (CAUSTIC)	114745	\$1.2900	\$148,021	\$97.68
SULFURIC ACID	39574	\$1.330	\$52,633	\$34.73
15% SODIUM HYPOCHLORITE (PRE)	20904	\$0.639	\$13,358	\$8.82
15% SODIUM HYPOCHLORITE (POST)	30002	\$0.639	\$19,171	\$12.65
(NaOCL) LEVINE RESERVOIR	2122	\$0.639	\$1,356	\$0.89
(NaOCL) NEW ST. RESERVOIR	1879	\$0.639	\$1,201	\$0.79
(NaOCL) GREAT NOTCH RESERVOIR	1313	\$0.639	\$839	\$0.55
(NaOCL) BOTANY	1309	\$0.639	\$836	\$0.55
			<b>TOTAL COST</b>	<b>COST/MG</b>
WATER TREATMENT COST			<b>\$335,493</b>	<b>\$221.40</b>
RESIDUAL TREATMENT COST			<b>\$164,594</b>	<b>\$108.62</b>
RESERVOIR + BOTANY TREATMENT COST			<b>\$33,950</b>	<b>\$22.40</b>
TOTAL MONTHLY TREATMENT COST			<b>\$534,037</b>	<b>\$352.43</b>
TOTAL TREATED WATER (MG)			<b>1515</b>	

\_\_\_\_\_  
WATER SUPERINTENDENT  
WENDY A. SIMONE

\_\_\_\_\_  
DATE

**RESOLUTION NO. \_\_\_\_**

**PASSAIC VALLEY WATER COMMISSION**

**SECOND AMENDMENT TO SERIES 2014 SUPPLEMENTAL  
RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION,  
ADOPTED DECEMBER 17, 2014 AND AMENDED MAY 18, 2016**

**ADOPTED DECEMBER 21, 2016**

WHEREAS, on May 27, 1992, the Passaic Valley Water Commission (the "Commission") adopted a resolution entitled, "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of the Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution") providing for, among other things, the construction, acquisition, improvement or replacement of all or any part of the Commission's water supply System and the issuance of obligations to provide for the payment of the costs of construction, acquisition or leasing of any project; and

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on December 17, 2014 (the "2014 Supplemental Resolution") supplementing the General Bond Resolution entitled "SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$23,000,000 AGGREGATE PRINCIPAL AMOUNT OF SERIES 2015A WATER SUPPLY SYSTEM REVENUE BONDS AND SERIES 2015B WATER SUPPLY SYSTEM REVENUE BONDS OF THE COMMISSION AND DETERMING VARIOUS MATTERS PERTAINING THERETO AND AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE PASSAIC VALLEY WATER COMMISSION AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2015 NEW JERSEY

ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM” authorizing the issuance of not more than \$23,000,000 of the Commission’s Water System Revenue Bonds, Series 2015 (the “Series 2015 Bonds”) through the New Jersey Environmental Infrastructure Trust (“NJEIT”) Program in order to (i) provide for, inter alia, certain capital improvements to the Commission’s water supply System; (ii) to fund the Bond Reserve Fund for the Series 2015 Bonds in an amount equal to the Bond Reserve Requirement; and (iii) to pay certain costs and expenses incidental to the issuance and delivery of the Series 2015 Bonds; and

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on May 18, 2016 entitled “FIRST AMENDMENT TO SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION, ADOPTED DECEMBER 17, 2014” amending the 2014 Supplemental Resolution (the “2014 First Amendment”), amending certain provisions of the 2014 Supplemental Resolution due to changes in the NJEIT Program applicable to the Series 2015 Bonds and changing the reference thereto to Series 2016 Bonds; and

WHEREAS, as a result of receiving higher bids than expected, the amount of bonds authorized by the 2014 Supplemental Resolution must be increased; and

WHEREAS, in accordance with the provisions of the General Bond Resolution and the 2014 Supplemental Resolution, the Commission desires to further amend the 2014 Supplemental Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, and the Commissioners thereof, as follows:

#### ARTICLE I

#### AMENDMENTS TO SUPPLEMENTAL RESOLUTION 2014-2

*Section 101.* All references to Series 2016 Bonds shall be changed to Series 2017 Bonds.

*Section 102.* Section 201 of the 2014 Supplemental Resolution, as amended by the 2016 First Amendment, shall be amended to read as follows:

An amount not to exceed \$32,000,000 principal amount of Series 2017

Bonds are authorized to be issued pursuant to the terms of the General Bond Resolution by the Commission in accordance with the provisions of the General Bond Resolution, as amended and supplemented, and by the 2014 Supplemental Resolution, as amended by the 2014 First Amendment and this Second Amendment. to the Series 2014 Supplemental Resolution. Such Series 2017 Bonds shall be issued in whole to the State of New Jersey and shall be designated "Water Supply System Revenue Bonds, Series 2017A-1" and "Water Supply System Revenue Bonds, Series 2017A-2", in such amounts and may be determined by supplemental resolution or award certificate, provided the aggregate principal amount does not exceed \$32,000,000. The Commission reserves the right to change the designation of the Series 2017 Bonds in order to reflect the issuance date thereof in the award certificate.

## ARTICLE II

### MISCELLANEOUS; EFFECTIVE DATE

#### *SECTION 201. EFFECTIVE DATE*

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Second Amendment to the Series 2014 Supplemental Resolution shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Second Amendment to the Series 2014 Supplemental Resolution, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution.

#### *SECTION 202. INCORPORATION OF REMAINDER OF RESOLUTON BY REFERENCE.*

All provisions of the General Bond Resolution, as amended, other than those amended by the provisions of this resolution, are incorporated herein by reference as if set forth at length herein. Such provisions shall remain in full force and effect.

**SECTION 203. PUBLICATION AND FILING.**

The Secretary of the Commission is hereby directed to publish the Notice of Adoption of this Second Amendment to the Series 2014 Supplemental Resolution in the official newspaper(s) of the Commission and to file a certified copy of this Second Amendment with the Trustee and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

**SECTION 204. CERTIFIED COPIES.**

Upon the adoption hereof, the Secretary of the Local Unit shall forward certified copies of this resolution to GluckWalrath LLP, bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the Trust.

The appropriate officers, employees and officials of Passaic Valley Water Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

A copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORDED VOTE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Blumental, D.	—	—	—	—
Cleaves, C.	—	—	—	—
Friend, J.	—	—	—	—
Kolodziej, G.	—	—	—	—
Levine, J.	—	—	—	—
Sanchez, R.	—	—	—	—
Vannoy, R.	—	—	—	—

The foregoing is a true and complete copy of a resolution of the Passaic Valley Water Commission adopted at a meeting thereof duly called and held on December 21, 2016.

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Louis Amodio, Administrative Secretary

## **FORM OF PUBLIC NOTICE**

PUBLIC NOTICE IS HEREBY GIVEN by the Passaic Valley Water Commission, that resolution No. 16-\_\_\_\_\_ entitled "Second Amendment to Series 2014 Supplemental Resolution No. 2 of the Passaic Valley Water Commission, Adopted December 17, 2014 and Amended May 18, 2016" (the "Supplemental Resolution") was adopted on December 21, 2016, and that a copy of such resolution is available for public inspection in the offices of the Administrative Secretary of the Passaic Valley Water Commission, 1525 Main Ave., Clifton, NJ 07015, and in the offices of the City Clerks of the Cities of Patterson, Passaic and Clifton; and that any action or proceeding of any kind or nature and any court questioning the validity or proper authorization of the obligations authorized by the Supplemental Resolution, or the validity of any covenants, agreements or contracts provided by the Supplemental Resolution must be commenced within twenty (20) days after the first publication of this notice. This notice is published pursuant to N.J.S.A 40:62-133.5 Passaic Valley Water Commission. By Louis Amodio, Administrative Secretary. Dated: December 21, 2016.



COMPTROLLER'S REPORT TO THE BOARD OF  
COMMISSIONERS

Passaic Valley Water Commission  
Overtime Analysis - Executive Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	539,084.05	0.00	528,509.80	0.00	10,574.25	0.00
February		0.00		0.00		0.00
March		27.91		0.00		27.91
April		0.00		0.00		0.00
May		13.95		0.00		13.95
June		0.00		0.00		0.00
July		0.00		0.00		0.00
August		0.00		0.00		0.00
September		13.95		0.00		13.95
October		13.95		0.00		13.95
November		0.00		0.00		0.00
December		0.00		0.00		0.00
	<u>539,084.05</u>	<u>69.76</u>	<u>528,509.80</u>	<u>0.00</u>	<u>0.00</u> <u>10,574.25</u>	<u>0.00</u> <u>69.76</u>
Department Head: Joseph Bella						
Number of Employees:		4		4		
Total thru Nov	<u>494,160.38</u>	<u>69.76</u>	<u>528,509.80</u>	<u>0.00</u>	<u>10,574.25</u>	<u>69.76</u>
% Change		<u>0.01%</u>		<u>0.00%</u>	<u>2.00%</u>	<u>0.00%</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Legal Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	310,065.34	1,449.51	367,075.80	0.00	(57,010.46)	1,449.51
February		635.03		0.00		635.03
March		0.00		0.00		0.00
April		0.00		0.00		0.00
May		0.00		0.00		0.00
June		0.00		528.87		(528.87)
July		9.00		761.42		(752.42)
August		0.00		855.91		(855.91)
September		0.00		883.52		(883.52)
October				883.52		0.00
November				1,049.18		(1,049.18)
December				2,181.18		(2,181.18)
				<u>0.00</u>		<u>0.00</u>
	<u>310,065.34</u>	<u>2,093.54</u>	<u>367,075.80</u>	<u>7,143.60</u>	<u>(57,010.46)</u>	<u>(4,166.54)</u>
Department Head: George Hanley						
Number of Employees: 3 3						
Total thru Nov	<u>284,226.56</u>	<u>2,093.54</u>	<u>367,075.80</u>	<u>4,962.42</u>	<u>(57,010.46)</u>	<u>(1,985.36)</u>
% Change		<u>0.74%</u>		<u>1.35%</u>	<u>(15.53%)</u>	<u>(40.01%)</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Engineering Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	637,873.16	837.57	670,961.20	1,669.62	(33,088.04)	(832.05)
February		699.90		1,607.06		(907.16)
March		64.99		979.63		(914.64)
April		687.24		975.22		(287.98)
May		2,420.68		2,887.63		(466.95)
June		3,167.11		2,924.62		242.49
July		2,009.23		5,102.92		(3,093.69)
August		1,791.37		1,949.13		(157.76)
September		2,805.14		2,432.64		372.50
October		1,535.19		1,912.67		(377.48)
November		3,022.17		4,275.88		(1,253.71)
December				4,565.93		(4,565.93)
				<u>0.00</u>		<u>0.00</u>
	<u>637,873.16</u>	<u>19,040.59</u>	<u>670,961.20</u>	<u>31,282.95</u>	<u>(33,088.04)</u>	<u>(12,242.36)</u>
Department Head: James Duprey						
Number of Employees:		8		9		
Total thru Nov	<u>584,717.06</u>	<u>19,040.59</u>	<u>670,961.20</u>	<u>26,717.02</u>	# <u>(33,088.04)</u>	<u>(7,676.43)</u>
% Change		<u>3.26%</u>		<u>3.98%</u>	<u>(4.93%)</u>	<u>(28.73%)</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Purchasing Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	192,397.87	467.28	188,624.80	819.07	3,773.07	(351.79)
February		438.96		402.59		36.37
March		269.04		666.36		(397.32)
April		269.04		680.25		(411.21)
May		198.24		208.24		(10.00)
June		396.48		97.18		299.30
July		269.04		55.53		213.51
August		339.84		222.12		117.72
September		212.40		291.54		(79.14)
October		424.80		138.83		285.97
November		169.92		152.71		17.21
December				333.18		(333.18)
				<u>0.00</u>		<u>0.00</u>
	<u>192,397.87</u>	<u>3,455.04</u>	<u>188,624.80</u>	<u>4,067.60</u>	<u>3,773.07</u>	<u>(612.56)</u>
Department Head: Linda Beckering						
Number of Employees: 2 2						
Total thru Nov	<u>176,364.71</u>	<u>3,455.04</u>	<u>188,624.80</u>	<u>3,734.42</u>	# <u>3,773.07</u>	<u>(279.38)</u>
% Change		<u>1.96%</u>		<u>1.98%</u>	<u>2.00%</u>	<u>(7.48%)</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Accounting Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	691,570.88	11,926.64	608,699.00	8,979.27	82,871.88	2,947.37
February		10,750.37		8,215.38		2,534.99
March		7,772.69		7,743.35		29.34
April		7,522.15		7,341.77		180.38
May		8,981.45		11,112.79		(2,131.34)
June		10,594.14		8,121.00		2,473.14
July		7,746.00		12,084.41		(4,338.41)
August		6,648.20		8,016.97		(1,368.77)
September		6,887.18		7,573.94		(686.76)
October		6,846.46		7,711.92		(865.46)
November		6,216.15		7,101.69		(885.54)
December				10,824.08		(10,824.08)
				<u>0.00</u>		<u>0.00</u>
	<u>691,570.88</u>	<u>91,891.43</u>	<u>608,699.00</u>	<u>104,826.57</u>	<u>82,871.88</u>	<u>(12,935.14)</u>
Department Head: Yitzchak Weiss						
Number of Employees: 10 9						
(Billing dept was moved into Accounting)						
Total thru Nov	<u>633,939.97</u>	<u>91,891.43</u>	<u>608,699.00</u>	<u>94,002.49</u>	<u>82,871.88</u>	<u>(2,111.06)</u>
% Change		<u>14.50%</u>		<u>15.44%</u>	<u>13.61%</u>	<u>(2.25%)</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Commercial Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	716,855.95	3,911.98	737,737.00	14,923.49	(20,881.05)	(11,011.51)
February		4,057.50		11,480.53		(7,423.03)
March		4,297.18		9,829.23		(5,532.05)
April		3,338.38		9,806.85		(6,468.47)
May		3,837.14		14,623.17		(10,786.03)
June		5,701.93		9,458.32		(3,756.39)
July		4,333.11		9,773.46		(5,440.35)
August		5,620.01		5,387.06		232.95
September		7,799.45		4,551.80		3,247.65
October		5,814.08		4,774.78		1,039.30
November		4,505.52		5,812.26		(1,306.74)
December				7,480.42		(7,480.42)
					<u>0.00</u>	<u>0.00</u>
	<u>716,855.95</u>	<u>53,216.28</u>	<u>737,737.00</u>	<u>107,901.37</u>	<u>(20,881.05)</u>	<u>(54,685.09)</u>
Department Head: Andy Bisesi						
Number of Employees: 13						
(Billing dept was moved into Accounting)						
Total thru Nov	<u>657,117.95</u>	<u>53,216.28</u>	<u>737,737.00</u>	<u>100,420.95</u>	# (20,881.05)	(47,204.67)
% Change		<u>8.10%</u>		<u>13.61%</u>	(2.83%)	(47.01%)

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

Passaic Valley Water Commission  
Overtime Analysis - Personnel Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	477,749.23	372.59	449,477.60	673.52	28,271.63	(300.93)
February		799.32		212.26		587.06
March		1,584.21		270.45		1,313.76
April		1,983.10		338.06		1,645.04
May		2,546.46		428.21		2,118.25
June		5,119.45		112.69		5,006.76
July		2,988.32		135.23		2,853.09
August		3,406.45		67.62		3,338.83
September		2,913.04		386.40		2,526.64
October		3,083.74		218.87		2,864.87
November		2,942.94		184.59		2,758.35
December				3,482.96		(3,482.96)
				<u>0.00</u>		<u>0.00</u>
	<u>477,749.23</u>	<u>27,739.62</u>	<u>449,477.60</u>	<u>6,510.86</u>	<u>28,271.63</u>	<u>21,228.76</u>
Department Head: James Gallagher						
Number of Employees:		5		5		
Total thru Nov	<u>437,936.79</u>	<u>27,739.62</u>	<u>449,477.60</u>	<u>3,027.90</u>	<u>28,271.63</u>	<u>24,711.72</u>
% Change		<u>6.33%</u>		<u>0.67%</u>	<u>6.29%</u>	<u>816.13%</u>

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



Passaic Valley Water Commission  
Overtime Analysis - Purification Department  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	965,979.62	9,757.95	860,191.80	18,142.39	105,787.82	(8,384.44)
February		11,508.09		16,525.00		(5,016.91)
March		11,320.87		17,041.40		(5,720.53)
April		14,261.68		16,770.24		(2,508.56)
May		13,026.60		13,729.51		(702.91)
June		20,856.24		17,112.03		3,744.21
July		18,003.38		19,490.52		(1,487.14)
August		14,252.86		15,649.90		(1,397.04)
September		17,459.07		16,037.16		1,421.91
October		15,972.42		10,966.51		5,005.91
November				13,663.64		(13,663.64)
December				18,912.62		(18,912.62)
					<u>0.00</u>	<u>0.00</u>
	<u>965,979.62</u>	<u>146,419.16</u>	<u>860,191.80</u>	<u>194,040.92</u>	<u>105,787.82</u>	<u>(47,621.76)</u>
Department Head: Wendy Simone						
Number of Employees: 15 14						
Total thru Nov	<u>885,481.32</u>	<u>146,419.16</u>	<u>860,191.80</u>	<u>175,128.30</u>	# <u>105,787.82</u>	<u>(28,709.14)</u>
% Change		<u>16.54%</u>		<u>20.36%</u>	<u>12.30%</u>	<u>(16.39%)</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Pumping Department  
12/31/2016

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	832,238.85	10,480.05	798,891.60	12,212.14	33,347.25	(1,732.09)
February		8,963.33		12,891.39		(3,928.06)
March		5,639.55		12,601.29		(6,961.74)
April		5,426.04		8,147.74		(2,721.70)
May		11,070.26		6,427.70		4,642.56
June		17,843.99		7,061.98		10,782.01
July		17,856.32		21,552.96		(3,696.64)
August		17,567.97		17,918.20		(350.23)
September		18,877.07		18,759.15		117.92
October		9,869.55		17,267.14		(7,397.59)
November		21,477.70		14,377.26		7,100.44
December				27,422.51		(27,422.51)

	832,238.85	145,071.83	798,891.60	176,639.46	33,347.25	(31,567.63)
Department Head: Kevin Byrne						
Number of Employees:	13		15			
Total thru Nov	762,885.61	145,071.83	798,891.60	149,216.95	# 33,347.25	(4,145.12)
% Change		19.02%		18.68%	4.17%	(2.78%)

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

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	3,030,191.37	20,364.65	2,958,584.20	19,962.46	71,607.17	402.19
February		25,601.27		38,158.67		(12,557.40)
March		14,392.45		19,402.03		(5,009.58)
April		20,920.68		30,577.25		(9,656.57)
May		22,322.95		17,665.29		4,657.66
June		47,050.80		20,938.41		26,112.39
July		23,568.29		14,741.46		8,826.83
August		12,950.41		10,338.44		2,611.97
September		16,362.64		8,115.04		8,247.60
October		6,298.34		8,412.51		(2,114.17)
November		15,030.12		16,580.46		(1,550.34)
December				16,919.44		(16,919.44)
					0.00	0.00
	<u>3,030,191.37</u>	<u>224,862.60</u>	<u>2,958,584.20</u>	<u>221,811.46</u>	<u>71,607.17</u>	<u>3,051.14</u>
Department Head: Michael Marotta						
Number of Employees:		44		44		
Total thru Nov	<u>2,777,675.42</u>	<u>224,862.60</u>	<u>2,958,584.20</u>	<u>204,892.02</u>	<u>71,607.17</u>	<u>19,970.58</u>
% Change		<u>8.10%</u>		<u>6.93%</u>	<u>2.42%</u>	<u>9.75%</u>

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

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	3,399,286.70	48,415.80	3,050,138.00	110,110.29	349,148.70	(61,694.49)
February		48629.67		74,178.06		(25,548.39)
March		27539.8		61,323.30		(33,783.50)
April		21796.28		60,422.27		(38,625.99)
May		36764.7		41,904.36		(5,139.66)
June		66918.62		31,543.78		35,374.84
July		52978.77		45,751.07		7,227.70
August		55948.71		18,245.05		37,703.66
September		48934.33		14,805.06		34,129.27
October		35212.6		24,216.85		10,995.75
November		49809.43		34,547.18		15,262.25
December				58,702.40		(58,702.40)
					0.00	0.00
	<u>3,399,286.70</u>	<u>492,948.71</u>	<u>3,050,138.00</u>	<u>575,749.67</u>	<u>349,148.70</u>	<u>(82,800.96)</u>
Department Head: Andy Bisesi						
Number of Employees: 53 50						
Total thru Nov	<u>3,116,012.81</u>	<u>492,948.71</u>	<u>3,050,138.00</u>	<u>517,047.27</u>	# <u>349,148.70</u>	<u>(24,098.56)</u>
% Change		<u>15.82%</u>		<u>16.95%</u>	<u>11.45%</u>	<u>(4.66%)</u>

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

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	1,229,696.91	1,535.20	1,262,370.20	7,668.47	(32,673.29)	(6,133.27)
February		3016.74		4,424.20		(1,407.46)
March		7288.92		2,675.22		4,613.70
April		6372.23		5,456.40		915.83
May		4811.72		3,910.61		901.11
June		6217.72		3,463.88		2,753.84
July		6146.23		6,719.58		(573.35)
August		4968.68		4,135.79		832.89
September		5241.46		4,799.21		442.25
October		5361.12		4,363.25		997.87
November		5590.55		4,002.37		1,588.18
December				6,881.30		(6,881.30)
					0.00	0.00
	<u>1,229,696.91</u>	<u>56,550.57</u>	<u>1,262,370.20</u>	<u>58,500.28</u>	<u>(32,673.29)</u>	<u>(1,949.71)</u>
Department Head: David Pranita's						
Number of Employees: 17						
Total thru Nov	<u>1,127,222.17</u>	<u>56,550.57</u>	<u>1,262,370.20</u>	<u>51,618.98</u>	<u>(32,673.29)</u>	<u>4,931.59</u>
% Change		<u>5.02%</u>		<u>4.09%</u>	<u>(2.59%)</u>	<u>9.55%</u>

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

Passaic Valley Water Commission  
Overtime Analysis - Totals  
12/31/2016

	2016		2015		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	13,022,989.93	109,519.22	12,569,554.40	195,160.72	453,435.53	(85,641.50)
February		115,100.18		168,095.14		(52,994.96)
March		80,197.61		132,532.26		(52,334.65)
April		82,576.82		140,516.05		(57,939.23)
May		105,994.15		112,897.51		(6,903.36)
June		183,866.48		101,362.76		82,503.72
July		135,907.69		136,168.56		(260.87)
August		123,494.50		82,786.19		40,708.31
September		127,505.73		78,635.46		48,870.27
October		90,432.25		80,866.85		9,565.40
November		108,764.50		101,747.22		7,017.28
December		0.00		157,706.02		(157,706.02)
	<u>13,022,989.93</u>	<u>1,263,359.13</u>	<u>12,569,554.40</u>	<u>1,488,474.74</u>	<u>453,435.53</u>	<u>(225,115.61)</u>
Number of Employees:	187		180			
Total thru Nov	<u>11,937,740.77</u>	<u>1,263,359.13</u>	<u>12,569,554.40</u>	<u>1,330,768.72</u>	<u>453,435.53</u>	<u>(67,409.59)</u>
% Change		<u>10.58%</u>		<u>10.59%</u>	<u>3.61%</u>	<u>(5.07%)</u>

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

Passaic Valley Water Commission  
Overtime Hours Analysis  
12/31/2016

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	2,344.74	-	22.50	18.25	8.25	247.50	83.93	8.00	203.75	239.75	414.72	1,081.34	16.75
February	2,512.63	-	11.50	13.50	7.75	227.00	87.63	14.75	246.75	200.25	516.46	1,129.79	57.25
March	1,653.82	0.50	-	1.00	4.75	158.75	94.44	29.00	232.00	127.00	289.99	590.89	125.50
April	1,696.50	-	-	14.40	4.75	155.75	69.16	36.50	296.75	124.50	438.48	453.71	102.50
May	2,218.54	0.25	-	44.50	3.50	187.50	82.22	46.75	270.25	248.50	454.42	799.40	81.25
June	3,877.79	-	-	58.25	7.00	225.00	122.16	92.50	422.33	408.74	980.23	1,450.33	111.25
July	2,894.56	-	0.50	40.00	4.75	165.00	90.57	54.25	361.42	411.25	486.79	1,168.28	111.75
August	2,724.15	-	-	36.75	6.00	142.58	116.04	63.50	292.75	396.00	279.58	1,299.95	91.00
September	1,867.32	0.25	-	53.00	3.75	146.00	160.08	52.50	347.55	431.81	340.80	1,075.37	102.50
October	2,639.41	0.25	-	29.50	7.50	145.25	117.57	54.75	313.75	217.50	126.87	748.13	106.25
November	-	-	-	57.75	3.00	133.75	104.22	52.25	319.25	473.24	302.93	1,099.52	93.50
December	-	-	-	-	-	-	-	-	-	-	-	-	-
	24,429.46	1.25	34.50	366.90	61.00	1,934.08	1,128.02	504.75	3,306.55	3,278.54	4,631.27	10,896.71	999.50
	2,713.61	-	-	-	-	-	-	-	-	-	-	-	-
Total thru Nov	24,429.46	1.25	34.50	366.90	61.00	1,934.08	1,128.02	504.75	3,306.55	3,278.54	4,631.27	10,896.71	999.50
Prior Year MTD Totals	29,231.39	-	90.50	545.75	67.25	2,006.84	2,092.10	67.50	3,867.03	3,556.72	4,293.80	11,641.65	1,002.25
Variance Over (Under)	(4,801.93)	1.25	(56.00)	(178.85)	(6.25)	(72.76)	(964.08)	437.25	(560.48)	(278.18)	337.47	(744.94)	(2.75)

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	4,310.39	-	-	29.75	14.75	192.25	315.54	15.50	405.08	288.25	410.81	2,499.96	138.50
February	3,740.64	-	-	34.25	7.25	174.50	243.76	4.75	367.75	309.00	807.15	1,709.23	83.00
March	2,944.55	-	-	22.50	12.00	164.25	204.94	6.00	370.25	295.25	404.90	1,410.71	53.75
April	3,040.72	-	-	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	2,461.21	-	-	59.25	3.75	235.00	307.86	9.50	301.07	155.25	374.88	935.40	79.25
June	2,206.27	-	10.00	59.50	1.75	171.75	194.82	2.50	389.24	167.25	443.48	698.48	67.50
July	3,006.04	-	14.00	103.75	1.00	262.92	199.68	3.00	442.25	521.74	306.90	1,013.55	137.25
August	1,801.42	-	15.50	39.00	4.00	170.50	107.32	1.50	340.24	430.24	220.34	393.03	79.75
September	1,737.59	-	16.00	49.75	5.25	164.00	92.36	8.50	355.25	456.24	167.90	322.09	100.25
October	1,756.40	-	16.00	39.00	2.50	165.00	97.65	4.75	244.90	402.00	168.08	529.52	87.00
November	2,226.16	-	19.00	87.50	2.75	149.17	124.47	4.00	298.25	336.25	348.13	779.14	77.50
December	3,541.11	-	39.50	81.75	6.00	231.50	164.62	85.25	422.00	647.73	365.76	1,347.25	149.75
	-	-	-	-	-	-	-	-	-	-	-	-	-
	32,772.50	-	130.00	627.50	73.25	2,238.34	2,256.72	152.75	4,289.03	4,204.45	4,659.56	12,988.90	1,152.00
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total thru Nov	29,231.39	-	90.50	545.75	67.25	2,006.84	2,092.10	67.50	3,867.03	3,556.72	4,293.80	11,641.65	1,002.25
Prior Year MTD Totals	27,134.87	0.50	0.50	303.25	82.00	1,242.76	1,623.81	58.50	3,638.24	3,104.22	4,376.01	11,665.83	992.00
Variance Over (Under)	2,096.52	(0.50)	90.00	242.50	(14.75)	764.08	468.29	9.00	228.79	452.50	(82.21)	(24.18)	10.25



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

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

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

**DATE:** November 14, 2016

**FROM:** Yitzchak Weiss

**TO:** Hon. Board of Commissioners

**Re:** Corrective Action Plan

The 2015 Financial Statements from Ferraioli, Wielkottz, Cerullo & Cuva, PA contained several comments and recommendation which the Accounting Department has been asked to respond to and/or resolve.

Following are the auditors' recommendations and action being taken or recommended thereon:

**Safeguarding of Assets**

*Inadequate controls over safeguarding of assets*

Our auditors have indicated it would be beneficial to have the outside service that determined a beginning point for tracking assets maintain the list annually. Same has been budgeted for in 2017 and we are actively pursuing expansion of our RFID tracking system for better control of our assets.

**Debt Service Account Balances**

*Neglect to maintain sufficient cash balances in debt service accounts*

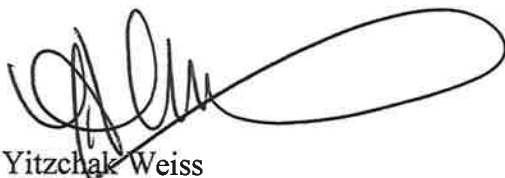
A change was made to the calculation of our debt service reserve balance requirements from how it had been done in previous years. The change was implemented January 1, 2016 and the new required balances have been maintained since.

**Filing Forms 1094-C and 1095-C**

*PVWC did not file the 2015 annual forms required by the Affordable Care Act*

Forms 1094-C and 1095-C are generally electronically submitted by payroll companies to the IRS with information provided by Human Resource (HR) staff. The forms document offers of coverage to full-time employees (and, in cases of self-insurance, each member of their household), on a month-by-month basis for the entire calendar year. As health insurance coverage is an HR function, per the Executive Director this issue will be addressed by our HR Department.

Respectfully submitted,



Yitzchak Weiss  
Chief Financial Officer

cc: Joseph A. Bella  
George T. Hanley  
Louis Amodio



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-145

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: December 21, 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: \_\_\_\_\_ offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER:

AYES: Time:

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### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	_____	_____	_____	_____
ROBERT VANNOY	_____	_____	_____	_____
CHRYSTAL CLEAVES	_____	_____	_____	_____
GLORIA KOLODZIEJ	_____	_____	_____	_____
DAVID BLUMENTHAL	_____	_____	_____	_____
GERALD FRIEND	_____	_____	_____	_____
RIGO SANCHEZ	_____	_____	_____	_____

\_\_\_\_\_  
PRESIDENT  
RIGO SANCHEZ

\_\_\_\_\_  
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 December 21, 2016.

---

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

## EXECUTIVE CONFERENCE

OPEN SESSION RESUMED

RESOLUTION(S)

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** on October 25, 2016 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems"; 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 Power Services Company, Inc. of Cedar Grove, New Jersey (the "Awardee") with respect to said bid in the amount of \$209,000.00; and

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

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

1. That Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems" in the total amount of \$209,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the



submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-10 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**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 December 21, 2016.

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

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** on October 25, 2016 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems"; 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 Power Services Company, Inc. of Cedar Grove, New Jersey (the "Awardee") with respect to said bid in the amount of \$209,000.00; and

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

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

1. That Contract No. 16-B-10 "Maintenance of HVAC Equipment and Systems" in the total amount of \$209,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the

submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-10 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**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 December 21, 2016.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 1, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-10**  
**Maintenance of HVAC Equipment and Systems**

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Powers Service Company, Inc.**, of Cedar Grove, New Jersey, in the amount of **\$209,000.00**.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio /  
J. Duprey ✓

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract: **16-B-10 - Powers Service Company, Inc.**

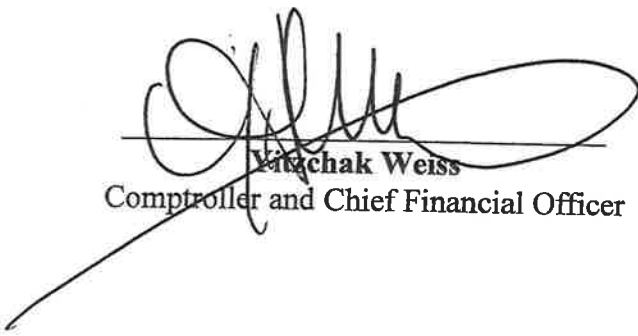
Amount of Project or Contract: \$ 209,000.00

1. Acct: # 001-2002-423-45-03 Outside Contractors / HVAC

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

Other comments: Two (2) Year Contract Commencing: November 2016  
Maintenance of HVAC Equipment and Systems

Date of Certification: 11/01/2016 Certified: \$ 209,000.00

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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Contract 16-B-10  
Maintenance of HVAC Equipment Systems

Bids Received: October 25, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Powers Service Company, Inc. 59Village Park Road Cedar Grove, New Jersey 07009 <a href="mailto:tom@powersservice.com">tom@powersservice.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$209,000.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety N/A Public Works Cont. Cert.
T.M. Brennan Contractors, Inc. 3505 Route 94 Hamburg, New Jersey 07419 <a href="mailto:michelle@tmbrennaninc.com">michelle@tmbrennaninc.com</a>	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Amco Enterprises, Inc. 600 Swenson Drive Kenilworth, New Jersey 07033 <a href="mailto:mthakkar@amco-enterprises.com">mthakkar@amco-enterprises.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$230,000.00	X Business Registration Cert. PVWC Consent of Surety X Other Consent of Surety N/A Public Works Cont. Cert.
Air Systems Maintenance, Inc. 718 Jefferson Avenue Kenilworth, New Jersey 07033 <a href="mailto:mattias@airsystemsmaintenance.com">mattias@airsystemsmaintenance.com</a>	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
Echelon Services, LLC 159 Merriam Avenue Newton, New Jersey 07860 <a href="mailto:jason@echelon-services.net">jason@echelon-services.net</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$235,000.00	X Business Registration Cert. PVWC Consent of Surety X Other Consent of Surety N/A Public Works Cont. Cert.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS**, on December 13, 2016 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27 "Harrison Avenue Tank"; 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 a copy of a memorandum from the Director of Engineering dated December 14, 2016, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; 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 apparent low numerical bid submitted by APS Contracting, Inc. ("APS Contracting") of Paterson, New Jersey, failed to list their structural steel subcontractor in their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents; and

**WHEREAS**, this material non-curable defect (APS Contracting's failure to list their structural steel subcontractor in their bid), thereby disqualifies their bid; and

**WHEREAS**, the lowest responsible, responsive bid submitted for this Contract was that of Allied Construction Group, Inc. (the "Awardee") with respect to said bid in the amount of \$1,877,500.00; and

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

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

- 1. That Contract No. 16-B-27 "Harrison Avenue Tank" in the total amount of \$1,877,500.00 in connection with the above described goods and services is hereby awarded to the Awardee.
- 2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-27 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**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 December 21, 2016.

---

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

**PASSAIC VALLEY WATER COMMISSION**

**PVWC MEMORANDUM DATED DECEMBER 14, 2016  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: December 14, 2016

To: Hon. Commissioners

From: J. Duprey

C: J. Bella  
G. Hanley  
L. Amodio

Re: Contract No. 16-B-27 "Harrison Avenue Tank"

On December 13, 2016, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27 "Harrison Avenue Tank"

The apparent low numerical bid submitted by APS Contracting, Inc. ("APS Contracting") of Paterson, New Jersey, failed to list their structural steel subcontractor in their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents.

This material non-curable defect (APS Contracting's failure to list their structural steel subcontractor in their bid), thereby disqualifies their bid.

The lowest responsible, responsive bid submitted for this Contract was that of Allied Construction Group, Inc. of Parlin, New Jersey (the "Awardee") with respect to said bid in the amount of \$1,877,500.00.

Based on the above, and subject to review and approval by PVWC's Law Department, it is recommended that Contract 16-B-27 be awarded to the Awardee in the total amount of their bid.

---

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 13, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-27**  
**Harrison Avenue Tank**

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by Allied Construction Group of Parlin, New Jersey, in the amount of \$1,877,500.00.

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey

Harrison Avenue Tank

Bid Item	Description	Stipulated Quantity	APS Contracting Inc.		Allied Construction Group		Caldwell Tanks Inc	
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals
1	Replacement of PVWC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of	lump sum		\$1,680,000.00		\$1,696,000.00		\$1,800,800.00
2	Provide Hydro-Pneumatic Tank System, at the Lump Sum Price of	lump sum						
3	Additional Excavation	50	\$80.00	\$90,000.00	\$80.00	\$90,000.00	\$49.00	\$92,600.00
4	Additional Crushed Stone, Gravel, or Quarry Process, at the unit price of	50	\$40.00	\$2,000.00	\$70.00	\$3,500.00	\$41.60	\$2,450.00
5	Additional Concrete, at the Unit price of	20	\$200.00	\$4,000.00	\$800.00	\$16,000.00	\$631.50	\$12,630.00
6	Additional Steel Reinforcement, at the unit price of	1000	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$2.40	\$2,400.00
7	Additional Ductile Iron, at the Unit Price of	60	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$257.00	\$15,420.00
8	Additional Demolition of Reinforced Concrete, at the Unit Price of	20	\$200.00	\$4,000.00	\$300.00	\$6,000.00	\$431.00	\$8,620.00
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to							
	to							
	Allowance for Additional Electrical, Instrumentation and Controls, as ordered by the Owner, an amount up to			\$40,000.00		\$40,000.00		\$40,000.00
10				\$15,000.00		\$15,000.00		\$15,000.00

\$1,826,000.00

\$1,677,500.00

\$1,992,000.00

**PASSAIC VALLEY WATER COMMISSION**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, 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-27 - Allied Construction Group**


Amount of Project or Contract: \$ 1,877,500.00

1. Acct: # 001-0901-419-95-10 Capital / Bldgs / Structures – Off Site

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

Other comments: One Year Contract Commencing: December 2016  
Harrison Avenue Tank

Date of Certification: 12/13/2016 Certified: \$ 1,877,500.00

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

YW:lb

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**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES  
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR  
ADDITIONAL PROFESSIONAL SERVICES**

**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** Project 16-P-48 entitled "Professional Services for W-4 Licensed Operator" was awarded to Superior Services, LLC ("Superior Services") of West Caldwell, New Jersey at PVWC's Commission Meeting dated June 15, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$78,000.00; and

**WHEREAS,** PVWC requires additional professional services to assist PVWC in its ongoing efforts related to lead and copper issues and other water quality issues; and

**WHEREAS,** at PVWC's request, Superior Services has submitted a proposal dated December 7, 2016, (the "Proposal") to modify the Project to include additional professional services related to the above, and which were not included under the Project; and

**WHEREAS,** a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof (as an attachment to Exhibit B referenced below); and

**WHEREAS,** the Executive Director and the Director of Engineering have reviewed Superior Services' Proposal for the additional professional services as set forth hereinabove and find it to be reasonable, considering the nature and scope of additional professional services involved, and has recommended that the said



additional professional services, and additional costs related thereto, be approved; and

**WHEREAS,** a copy of the Executive Director and the Director of Engineering's memorandum dated December 12, 2016 recommending approval of the said additional professional services is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** the previously approved not-to-exceed total price of \$78,000.00 is hereby increased by the additional amount of \$15,000.00 for Amendment No. 1 as set forth herein, for a revised not-to-exceed total price of \$93,000.00 for the Project; and

**WHEREAS,** the said modifications will be incorporated into Contract Amendment No. 1 to Agreement for the Project (the "Contract Amendment"), the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards the Contract Amendment for additional professional services as set forth in Superior Services' Proposal dated December 7, 2016, which additional professional services result in an increase of

\$15,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00; all as set forth hereinabove; and

- 2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the Contract Amendment and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
- 3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Contract Amendment shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**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 December 21, 2016.

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

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES  
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR  
ADDITIONAL PROFESSIONAL SERVICES**

**PVWC EXECUTIVE DIRECTOR AND DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED DECEMBER 12, 2016**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: December 12, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley  
L. Amodio  
L. Beckering

Re: Project 16-P-48 "Professional Services for  
W-4 Licensed Operator"-Contract Amendment  
for Additional Professional Services

**Summary**

It is recommended that, under Project 16-P-48, Superior Services, LLC of West Caldwell, New Jersey be awarded an increase of \$15,000.00 (increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00) to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Superior Services' proposal dated December 7, 2016. These recommended additional professional services under this proposed Contract Amendment to Agreement for the Project are set forth in more detail below.

**Background**

Project 16-P-48 "Professional Services for W-4 Licensed Operator" (the "Project") was awarded to Superior Services, LLC ("Superior Services") of West Caldwell, New Jersey at PVWC's Commission Meeting dated June 15, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$78,000.00.

PVWC requires additional professional services to assist PVWC in its ongoing efforts related to lead and copper issues and other water quality issues, thus expanding the scope of services of the existing contract beyond that which was originally anticipated.

At PVWC's request, Superior Services has submitted a proposal dated December 7, 2016 (the "Proposal") to modify the Project to include the additional professional services related to the above, and which were not included under the Project.

A copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto (as an attachment to Exhibit B referenced below).

Superior Services' Proposal for the additional professional services as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional professional services involved.

It is recommended that, under Project 16-P-48, Superior Services be awarded an increase of \$15,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-48 from \$78,000.00 to \$93,000.00 to provide PVWC with additional professional services related to the Project under the Contract Amendment as set forth in the attached copy of the Proposal.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is included in Exhibit B.

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES  
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR  
ADDITIONAL PROFESSIONAL SERVICES**

**FORM OF AMENDMENT TO AGREEMENT  
AND SUPERIOR SERVICES' PROPOSAL  
DATED DECEMBER 7, 2016**

**EXHIBIT B**

**PASSAIC VALLEY WATER COMMISSION  
CONTRACT AMENDMENT FOR  
ADDITIONAL PROFESSIONAL SERVICES  
(PROJECT 16-P-48)**

THIS CONTRACT AMENDMENT FOR ADDITIONAL PROFESSIONAL SERVICES (hereinafter "Amendment") made as of \_\_\_\_\_, 20\_\_ between Passaic Valley Water Commission ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Superior Services, LLC, a professional firm (hereinafter "Professional") having a place of business at 56 Stonybrook Road, West Caldwell, New Jersey 07006.

WHEREAS, the Amendment hereby modifies the previously signed and executed agreement (the "Agreement") with PVWC and Professional who was awarded Project 16-P-48 entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "Project"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated December 7, 2016 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$78,000.00 for the Project is hereby increased by the additional amount of \$15,000.00 for the Contract Amendment as set forth herein, for a revised not-to-exceed total amount of \$93,000.00; and

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

**SUPERIOR SERVICES, LLC**

Witness or Attest

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

(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR  
PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES  
FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR  
ADDITIONAL PROFESSIONAL SERVICES**

**SUPERIOR SERVICES' PROPOSAL DATED  
DECEMBER 7, 2016**

**ATTACHMENT A**



# **SUPERIOR SERVICES, LLC**

*Providing Professional Services for Municipalities and Businesses*

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**56 Stonybrook Road , West Caldwell, NJ 07006**

**Phone: 862-881-6311 - Email: bill.frint@gmail.com**

December 7, 2016

Mr. Joseph Bella, Executive Director  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

RE: Requested Amendment to Professional Services Agreement for Project 16-P-48  
"Professional Services for W-4 Licensed Operator"

Dear Mr. Bella,

As you are aware, Superior Services, LLC has expended considerable additional effort to assist PVWC personnel to comply with increasingly more stringent lead and copper regulatory requirements as the NJDEP continues to interpret and implement these regulations at the State level.

The extent of these additional regulatory requirements was not contemplated, nor included, in the previously approved scope of work for the above-referenced Project.

Due to these additional efforts, it is requested that the previously approved not-to-exceed total amount of \$78,000.00 for the Project be increased by \$15,000.00 for a revised not-to-exceed total amount of \$93,000.00 for the Project. These additional professional services would be billed on a time-and-materials basis in accordance with the terms and conditions of the Agreement, not to exceed the revised total amount set forth above.

Please contact me at your earliest convenience to discuss.

William J. Frint  
Superior Services, LLC

- ✧ Licensed Water Operator – W-4, T-3
- ✧ Licensed Sewer Operator – C-2
- ✧ Certified Backflow Tester

**PASSAIC VALLEY WATER COMMISSION**  
**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR**  
**PROJECT 16-P-48 ENTITLED "PROFESSIONAL SERVICES**  
**FOR W-4 LICENSED OPERATOR"**

**CONTRACT AMENDMENT FOR**  
**ADDITIONAL PROFESSIONAL SERVICES**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract:

**Professional Services** for Project # 16-P-48 – Professional Services for W-4 Licensed Operator. (**Superior Services, LLC (William J. Frint)**).

Original Amount of Project or Contract not to exceed:	<b>\$78,000</b>
Contract increase:	<b>\$15,000</b>

1. Acct #: 001-3002-424.72-21 **BUDGET 2016**

Other Comments:     **Professional Services**

Date of Certification: 12/14/2016



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

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

**WHEREAS,** following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** each of the two (2) responses received for the Project has been evaluated by PVWC's Chief Financial Officer and Comptroller based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the responses received, the firm of \_\_\_\_\_ (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 8, 2016 (hereinafter the "Response"); and

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

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

**WHEREAS,** the solicitation, and all of the responses to the Project, including that of the Awardee (as indicated on Exhibit B), are on file in the office of the Administrative Secretary and available for inspection; and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$\_\_\_\_\_, for services related to the Project; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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**President  
RIGO SANCHEZ**

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**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 December 21, 2016.

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

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 17-P-8  
PROFESSIONAL SERVICES FOR  
PUBLIC AUDITOR**

**FORM OF AGREEMENT**

**EXHIBIT A**



## FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011 and \_\_\_\_\_ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at \_\_\_\_\_.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 8, 2016, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

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

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **CONSULTANT**

Witness or Attest

By: \_\_\_\_\_  
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

#### **PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 17-P-8  
PROFESSIONAL SERVICES FOR  
PUBLIC AUDITOR**

**EXHIBIT B**

(The Solicitation and Responses, including  
that of the Awardee, are on file in the  
Office of the Administrative Secretary)

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 17-P-8  
PROFESSIONAL SERVICES FOR  
PUBLIC AUDITOR**

**PVWC FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**



**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-11 entitled "Risk Manager Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

**WHEREAS,** following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the two (2) responses received, the firm of \_\_\_\_\_ of \_\_\_\_\_ (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their response received November 3, 2016 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") in above-referenced Exhibit A; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

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

**WHEREAS,** in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto; and

**WHEREAS,** the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**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 December 21, 2016.

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

Proposals Received November 3, 2016

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Brown & Brown Metro, Inc. 30A Vreeland Road Florham Park, New Jersey 07932 973-549-1967 <a href="mailto:dcinelli@bbmetro.com">dcinelli@bbmetro.com</a>		See Attached	<div><div>X</div><div>Ownership</div><div>X</div><div>EEO</div><div>X</div><div>Insurance</div><div>X</div><div>BRC</div></div>
Alamo Insurance Group 55 Flanagan Way - 3rd Floor Secaucus, New Jersey 07094 877-522-5266 - ext 109 <a href="mailto:lalamo@alamoinsurance.net">lalamo@alamoinsurance.net</a>		See Attached	<div><div>X</div><div>Ownership</div><div>X</div><div>EEO</div><div>X</div><div>Insurance</div><div>X</div><div>BRC</div></div>
			<div><div></div><div>Ownership</div><div></div><div>EEO (Signed no cert)</div><div></div><div>Insurance</div><div></div><div>BRC</div></div>
			<div><div></div><div>Ownership</div><div></div><div>EEO</div><div></div><div>Insurance</div><div></div><div>BRC</div></div>
			<div><div></div><div>Ownership</div><div></div><div>EEO</div><div></div><div>Insurance</div><div></div><div>BRC</div></div>

**PASSAIC VALLEY WATER COMMISSION**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY  
UNSPECIFIABLE SERVICES)**

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> Brown & Brown Metro, LLC.
- B. Mailing Address of Firm: 56 Livingston Avenue  
Roseland, NJ 07068
- C. Firm's Primary Contact Person for this Project:
1. Name: Dominick S. Cinelli
  2. Telephone Number: O: 973-549-1967 C: 732-539-2119
  3. Facsimile Number: 973-549-1000
  4. E-mail Address: dcinelli@bbmetro.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: Matthew Struck
  2. Telephone Number: 973-549-1893
  3. Facsimile Number: 973-549-1000
  4. E-mail Address: mstruck@bbmetro.com
- E. Contact Information for Firm's Proposed Subcontractor, if any: N/A
1. Name of Subcontractor's Firm: \_\_\_\_\_
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number : \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:  
**(Attach Additional Sheets as Required)**

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

Brown & Brown Public Risk Advisors of NJ  
56 Livingston Avenue  
Roseland, NJ 07068  
Tel: 973-549-1900  
Fax: 973-549-1000  
<http://www.bbpra.com>

## FEE PROPOSAL

**Brown & Brown Metro, LLC. proposed to provide the Risk Management Consulting services contained in this proposal for an annual fee of \$15,000 to be billed in two installments. If awarded both the Consulting and Insurance Brokerage contracts, Brown & Brown will accept the full JIF Commissions (6%) and drop the consulting fee.**

Brown & Brown Public Risk Advisors of NJ  
56 Livingston Avenue  
Roseland, NJ 07068  
Tel: 973-549-1900  
Fax: 973-549-1000  
<http://www.bbpra.com>

**PASSAIC VALLEY WATER COMMISSION**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY  
UNSPECIFIABLE SERVICES)**

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> Alamo Insurance Group, Inc
- B. Mailing Address of Firm: 55 Flanagan Way  
Secaucus, NJ 07094
- C. Firm's Primary Contact Person for this Project:
1. Name: Luis Alamo
  2. Telephone Number: 877-552-5266
  3. Facsimile Number: 844-336-9124
  4. E-mail Address: lalamo@alamoinsurance.net
- D. Firm's Alternate Contact Person for this Project:
1. Name: Katherine Young
  2. Telephone Number: 877-552-5266 EXT 115
  3. Facsimile Number: 844-336-9124
  4. E-mail Address: Kyoung@alamoinsurance.net
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: \_\_\_\_\_
  2. Address of Subcontractor's Firm: \_\_\_\_\_
  3. Subcontractor's Contact Person: \_\_\_\_\_
  4. Telephone Number : \_\_\_\_\_
  5. Facsimile Number: \_\_\_\_\_
  6. E-mail Address: \_\_\_\_\_
- F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:
- (Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.



**BROKER/CONSULTANT FEE**  
**for**  
**PASSAIC VALLEY WATER COMMISSION**

<u>Description</u>	<u>Annual Insurance Broker/Consultant Fee*</u>
Professional Insurance Broker/Consultant Fee.  <b>RISK MANAGER SERVICES</b>	<b>No Cost to the Company</b>  Alamo Insurance Group is compensated by the carrier(s) and/or fund under their standard compensation terms.  Alamo Insurance Group will agree to work under the compensation terms and conditions determined by the <b>Passaic Valley Water Commission</b> to provide the greatest benefit to the Commission and its taxpayers.  <b>Not To Exceed 4% of Assessment</b>

\*Alamo Insurance Group, Inc. is looking forward to continuing a long term partnership with **PASSAIC VALLEY WATER COMMISSION**; we are flexible in our approach related to compensation and we're willing to further negotiate if necessary to accommodate the needs of the **PASSAIC VALLEY WATER COMMISSION** and its taxpayers.

**PASSAIC VALLEY WATER COMMISSION**

**Solicitations for Professional Services  
(or Extraordinary Unspecifiable Services)**

Form of Contract in Blank

**EXHIBIT A**

## FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and \_\_\_\_\_ a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at \_\_\_\_\_.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-11 entitled "Risk Manager Services" (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 3, 2016, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

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

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the

agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PROFESSIONAL FIRM**

Witness or Attest

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

(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
RIGO SANCHEZ  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

(On File in the Office of the Administrative Secretary)



**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION:**

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

Introduced by Commissioner: \_\_\_\_\_

Seconded by Commissioner: \_\_\_\_\_

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

**WHEREAS,** following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

**WHEREAS,** each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

**WHEREAS,** based on the said evaluation of the three (3) responses received, the firm of \_\_\_\_\_ of \_\_\_\_\_ (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their response received November 3, 2016 (hereinafter the "Response"); and

**WHEREAS,** the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit A attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") in above-referenced Exhibit A; and

**WHEREAS,** it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) at this time; and

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

**WHEREAS,** in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto; and

**WHEREAS,** the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

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**President**  
**RIGO SANCHEZ**

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**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 December 21, 2016.

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