



**José "joey" Torres**  
**Mayor**

City Hall  
155 Market Street  
Paterson, New Jersey 07505  
Phone: (973) 321-1600  
Fax: (973) 321-1555

November 30, 2016

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

Director Bella,

This missive serves to inform you that I am appointing Ms. Idida Rodriguez as Commissioner to the Passaic Valley Water Commission.

Ms. Rodriguez's term will commence on January 1, 2017 extending through December 31, 2021.

In separate correspondence we will submit her oath office and resume. If you require additional information, please feel free to contact my office 973-321-1600.

Sincerely,

Jose 'joey' Torres

JT/spc

Cc: Sonia Gordon, Paterson Acting City Clerk  
Louis Amodio, PVWC Board Secretary

OLD/UNFINISHED BUSINESS

Passaic Valley Water Commission  
 Office of the Comptroller/CFO  
 Summary of Disbursements  
 For the Meeting of January 18, 2017

Account Name		Bank #	Total
Operating Fund	checks paid through 1/11/2017 to be paid 1/18/2017 (cks 143713-143791)*	00	913,920.59
Payroll Tax Acct	checks paid through 1/11/2017 to be paid 1/18/2017	02	466,233.05
Cashier Acct	checks paid through 1/11/2017 to be paid 1/18/2017	03	239,718.73
Self Insurance Acct	checks paid through 1/11/2017 to be paid 1/18/2017	04	40,349.74
Zero Balance Acct	checks paid through 1/11/2017 to be paid 1/18/2017	55	-
Cigna Acct	checks paid through 1/11/2017 to be paid 1/18/2017	09	3,220,266.48
Cigna Acct	checks paid through 1/11/2017 to be paid 1/18/2017	13	-
Net Payroll	12/31/2016 monthly total		1,166,584.46
<b>Total Disbursements:</b>			<u>6,047,073.05</u>

\* SEE ATTACHMENTS

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

The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held January 18, 2017

  
 Comptroller/CFO

\_\_\_\_\_  
 Treasurer

\_\_\_\_\_  
 Adm. Secretary

Passaic Valley Water Commission  
 Office of the Comptroller/CFO  
 Detail of Disbursements  
 For the Meeting of January 18, 2017

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
208464	ALLWOOD FLORIST	12/13/2016	100.00	00
208465	JEFF BAIG	12/13/2016	190.85	00
208466	LISA BRESEMANN	12/13/2016	150.00	00
208467	BROADVIEW NETWORKS	12/13/2016	2,110.44	00
208468	BROWN AND BROWN METRO	12/13/2016	7,500.00	00
208469	DELL USA LP	12/13/2016	1,500.00	00
208470	GEORGE T. HANLEY ESQ.	12/13/2016	719.37	00
208471	NEOFUNDS BY NEOPOST	12/13/2016	1,000.00	00
208472	NJICLE	12/13/2016	100.00	00
208473	RACHLES MICHELES MOTOR OIL CO	12/13/2016	3,724.85	00
208474	REIVAX CONTRACTING CORPORATION	12/13/2016	25,966.00	00
208475	VERIZON WIRELESS	12/13/2016	13,001.09	00
208476	BELL STATE BANK & TRUST	12/22/2016	118.00	00
208477	LISA BRESEMANN	12/22/2016	58.86	00
208478	IMMEDICENTER	12/22/2016	266.50	00
208479	LINCOLN FINANCIAL GROUP	12/22/2016	411.84	00
208480	LUCE, SCHWAB & KASE	12/22/2016	10,312.85	00
208481	METROFAB PIPE, INC.	12/22/2016	15,047.06	00
208482	R. SPARK, INC.	12/22/2016	916.60	00
208483	STATE OF NJ-DIV OF STATE POLIC	12/22/2016	5,065.35	00
208484	THOMSON REUTERS - WEST	12/22/2016	301.25	00
208485	W W GRAINGER INC	12/22/2016	745.16	00
208486	ALL SERVICE INC	12/22/2016	20.40	00
208487	ALLWOOD FLORIST	12/22/2016	215.00	00
208488	FIN-TEK CORPORATION	12/22/2016	5,183.00	00
208489	HARRISON EQUIPMENT CORPORATION	12/22/2016	365.05	00
208490	ALM	12/22/2016	195.00	00
208491	A W CHESTERTON CO	12/28/2016	1,580.83	00
208492	HONEYWELL INTERNATIONAL-ADI	12/28/2016	303.49	00
208493	AIRGAS USA, LLC	12/28/2016	11,924.89	00
208494	ALL JERSEY GARAGE DOOR, INC	12/28/2016	200.00	00

208495	AMERICAN HOSE & HYDRAULIC CO.	12/28/2016	100.64	00
208496	ANCHOR SALES ASSOCIATES, INC.	12/28/2016	207.81	00
208497	ARCADIS U.S., INC.	12/28/2016	7,540.30	00
208498	ARCY MANUFACTURING COMPANY	12/28/2016	595.29	00
208499	ASSOCIATED TECHNOLOGIES, INC.	12/28/2016	24,562.50	00
208500	AWWA	12/28/2016	1,198.40	00
208501	BACON & GRAHAM INC	12/28/2016	908.00	00
208502	BOROUGH OF LODI	12/28/2016	14,245.00	00
208503	BOROUGH OF PROSPECT PARK	12/28/2016	400.00	00
208504	BRAEN STONE INDUSTRIES	12/28/2016	15,595.66	00
208505	BRENT MATERIAL COMPANY	12/28/2016	1,787.40	00
208506	BRICK TOWNSHIP MUNICIPAL AUTH	12/28/2016	5,137.00	00
208507	CAPITOL SUPPLY CONSTRUCTION PR	12/28/2016	2,847.83	00
208508	CINTAS FIRST AID & SAFETY	12/28/2016	350.00	00
208509	CITY OF CLIFTON	12/28/2016	1,270.50	00
208510	CONSTELLATION NEW ENERGY, INC.	12/28/2016	-	00
208511	CONSTELLATION NEW ENERGY, INC.	12/28/2016	-	00
208512	CONSTELLATION NEW ENERGY, INC.	12/28/2016	46,946.40	00
208513	DIRECT ENERGY MARKETING, INC.	12/28/2016	1,835.06	00
208514	DOCUMENT SOLUTIONS LLC	12/28/2016	201.29	00
208515	DUNBAR ARMORED, INC.	12/28/2016	999.81	00
208516	DWYER CONNELL & LISBONA	12/28/2016	2,457.55	00
208517	ELECTRONIC OFFICE SYSTEMS	12/28/2016	427.50	00
208518	ENVIRONMENTAL EXPRESS	12/28/2016	817.74	00
208519	FELDMAN BROTHERS SUPPLY CO	12/28/2016	584.34	00
208520	GAETA RECYCLING COMPANY	12/28/2016	167.28	00
208521	GE ANALYTICAL INSTRUMENTS, INC	12/28/2016	1,660.82	00
208522	GROFF TRACTOR NEW JERSEY, LLC	12/28/2016	90.54	00
208523	HALEDON AUTO PARTS INC	12/28/2016	239.04	00
208524	HAYES PUMP, INC.	12/28/2016	460.00	00
208525	HUDSON TIRE EXCHANGE, INC.	12/28/2016	531.90	00
208526	INTEGRATED MICRO SYSTEMS, INC.	12/28/2016	1,500.00	00
208527	JCP&L	12/28/2016	2,523.26	00
208528	KEMIRA WATER SOLUTIONS, INC.	12/28/2016	50,341.20	00
208529	LABWORKS, LLC	12/28/2016	18,354.00	00
208530	LAWSON PRODUCTS INC	12/28/2016	457.53	00
208531	LAWYERS DIARY & MANUAL	12/28/2016	420.00	00

208532	McMASTER CARR SUPPLY COMPANY	12/28/2016	417.19	00
208533	MATRIX IMAGING, INC.	12/28/2016	1,733.49	00
208534	MILLER ENERGY INC.	12/28/2016	99.19	00
208535	MOTT MAC DONALD	12/28/2016	1,030.00	00
208536	NEC CORPORATION OF AMERICA	12/28/2016	671.84	00
208537	NEWARK ASPHALT CORPORATION	12/28/2016	4,258.75	00
208538	NJ STATE SAFETY COUNCIL	12/28/2016	145.00	00
208539	NORTHERN SAFETY CO. INC	12/28/2016	1,139.44	00
208540	OPTIMUM	12/28/2016	225.23	00
208541	PASHMAN STEIN	12/28/2016	6,978.59	00
208542	PASHMAN SUPPLY COMPANY	12/28/2016	187.00	00
208543	PASSAIC COUNTY ROAD DEPARTMENT	12/28/2016	5,000.00	00
208544	PAYCHEX	12/28/2016	2,610.72	00
208545	POLYDYNE, INC.	12/28/2016	7,176.00	00
208546	POLYDYNE, INC.	12/28/2016	8,098.20	00
208547	PSE&G	12/28/2016	-	00
208548	PSE&G	12/28/2016	-	00
208549	PSE&G	12/28/2016	-	00
208550	PSE&G	12/28/2016	17,595.92	00
208551	THOMAS SCIENTIFIC	12/28/2016	638.00	00
208552	TILCON NEW YORK, INC.	12/28/2016	217.62	00
208553	TREASURER-STATE OF NEW JERSEY	12/28/2016	205.00	00
208554	U.S. SECURITY ASSOCIATES, INC.	12/28/2016	7,882.56	00
208555	UNIVAR USA INC	12/28/2016	-	00
208556	UNIVAR USA INC	12/28/2016	-	00
208557	UNIVAR USA INC	12/28/2016	150,581.36	00
208558	USALCO, LLC	12/28/2016	8,774.64	00
208559	VARI-TECH, LLC	12/28/2016	513.23	00
208560	VERIZON	12/28/2016	100.68	00
208561	VERIZON BUSINESS	12/28/2016	3,641.93	00
208562	VERONA INDUSTRIAL & BUILDING C	12/28/2016	1,181.94	00
208563	VWR INTERNATIONAL, LLC	12/28/2016	877.92	00
208564	WATER WORKS SUPPLY COMPANY	12/28/2016	1,428.24	00
208565	WATERS, MC PHERSON, MC NEILL	12/28/2016	3,135.00	00
208566	XEROX CORPORATION	12/28/2016	285.90	00
208567	PIRO ZINNA CIFELLI PARIS GENIT	12/30/2016	856.90	00
208568	ANNA LUCIANIN PETTY CASH CTD	1/3/2017	1,000.00	00

208569	LILIA NEGRETE PETTY CASH CUSTO	1/3/2017	1,500.00	00
208570	MARIA MALFA - PETTY CASH CUSTO	1/3/2017	900.00	00
208571	MICHAEL MAROTTA	1/3/2017	500.00	00
208572	ANNA LUCIANIN PETTY CASH CTD	1/3/2017	343.83	00
208573	LILIA NEGRETE PETTY CASH CUSTO	1/3/2017	817.39	00
208574	MARIA MALFA - PETTY CASH CUSTO	1/3/2017	284.99	00
208575	MICHAEL MAROTTA	1/3/2017	453.99	00
208576	AETNA	1/6/2017	30,810.35	00
208577	AIRGAS USA, LLC	1/6/2017	5,719.30	00
208578	DIRECT ENERGY MARKETING, INC.	1/6/2017	15,744.23	00
208579	JAMES GALLAGHER	1/6/2017	68.58	00
208580	IMMEDICENTER	1/6/2017	127.50	00
208581	NATIONAL VISION ADMINISTRATORS	1/6/2017	2,714.40	00
208582	NJ UTILITIES AUTH. JOINT INS.	1/6/2017	279,477.37	00
208583	PSE&G	1/6/2017	4,845.86	00
208584	R. SPARK, INC.	1/6/2017	-	00
208585	ASSOCIATED TECHNOLOGIES, INC.	1/11/2017	13,870.00	00

913,920.59

56602	PAYLOCITY	12/15/2016	483.90	02
56606	PAYLOCITY	12/29/2016	1,480.17	02
56614	PERS OF NEW JERSEY-CI	1/9/2017	222,547.35	02
204167	CWA LOCAL 1032	12/21/2016	7,660.59	02
204168	CWA LOCAL 1032	12/21/2016	1,427.24	02
204169	PRUDENTIAL RETIREMENT	1/6/2017	196.16	02
204170	AFLAC	1/11/2017	5,653.08	02
204171	COLONIAL SUPPLEMENTAL INSURANC	1/11/2017	84.51	02
204172	RELIASTAR BANKERS SEC.LIFE INS	1/11/2017	185.73	02

239,718.73

800378	ALANTE & MATHEW	12/22/2016	149.47	03
800379	BERKSHIRE ABSTRACT TITLE AGENC	12/22/2016	152.75	03
800380	CLIFTON MAIN MEWS	12/22/2016	685.44	03
800381	ELENA SPAULDING	12/22/2016	66.02	03

800382	EUGENIA MARTINEZ	12/22/2016	103.04	03
800383	JAMES KEMP	12/22/2016	145.13	03
800384	MR. WAVER	12/22/2016	378.22	03
800385	MUHAMMAD FAHMY	12/22/2016	62.66	03
800386	PASAIC VALLEY TITLE SERV. INC.	12/22/2016	107.45	03
800387	ROSEANNE GRADY	12/22/2016	138.36	03
800388	SNAMP, INC.	12/22/2016	1,413.54	03
800389	WELLS FARGO MORTGAGE	12/22/2016	84.24	03
800390	ALFREDO LENTINI	12/28/2016	600.00	03
800391	JENNIFER HAHN	12/28/2016	444.70	03
800392	PALISADE AVE MGMT LLC.	12/28/2016	1,527.00	03
800393	RAYAN KANJ	12/28/2016	209.72	03
800394	RAYMOND ADAMS	12/30/2016	314.70	03
800395	HAZEL AKERS	12/30/2016	314.70	03
800396	CHARLOTTE ALVINO	12/30/2016	314.70	03
800397	DULIO ALVINO	12/30/2016	314.70	03
800398	JOSEPH AMBROGIO	12/30/2016	314.70	03
800399	FAYE ANNIS	12/30/2016	314.70	03
800400	RAYMOND ANNIS	12/30/2016	314.70	03
800401	DONALD ARGOT	12/30/2016	365.40	03
800402	SAMUEL BALDINO	12/30/2016	314.70	03
800403	BERGER, MRS. EDITH	12/30/2016	314.70	03
800404	MARY BODNARCZUK	12/30/2016	314.70	03
800405	RALPH BODNARCZUK	12/30/2016	314.70	03
800406	KENNETH BOGERT	12/30/2016	314.70	03
800407	CINDY CAIRNS	12/30/2016	314.70	03
800408	GEORGE S CAIRNS	12/30/2016	314.70	03
800409	LORENZO CASTALDO	12/30/2016	365.40	03
800410	JOSEPH P. CHIAPPETTA	12/30/2016	314.70	03
800411	DOMENICO CIGERO	12/30/2016	314.70	03
800412	NICHOLAS CIRILLO	12/30/2016	314.70	03
800413	BERNARD M. COOKE JR.	12/30/2016	314.70	03
800414	STELLA COOKE	12/30/2016	314.70	03
800415	SUSAN COOKE	12/30/2016	314.70	03
800416	ALFRED CRAWFORD	12/30/2016	314.70	03
800417	JAMES P. CUPO	12/30/2016	314.70	03
800418	OLIVE DAGES	12/30/2016	314.70	03



800419	SADIE DAIDONE	12/30/2016	314.70	03
800420	MARIE DE YONKER	12/30/2016	314.70	03
800421	SUSAN E DEGRAZIO	12/30/2016	314.70	03
800422	KAREN DEMETER	12/30/2016	314.70	03
800423	STEVE DEMETER	12/30/2016	314.70	03
800424	GARY J. DENOVCIIK	12/30/2016	314.70	03
800425	DONNA A DEVITA	12/30/2016	365.40	03
800426	THOMAS P DEVITA	12/30/2016	365.40	03
800427	MICHAEL DOLECKI	12/30/2016	314.70	03
800428	KATHLEEN EGAN	12/30/2016	314.70	03
800429	JANE A. FARISSIER	12/30/2016	314.70	03
800430	JOHN FILIPPONE	12/30/2016	314.70	03
800431	ROSEMARIE FILIPPONE	12/30/2016	314.70	03
800432	THOMAS FIRINCILI	12/30/2016	314.70	03
800433	JOHN S. FRY	12/30/2016	314.70	03
800434	KATHRYN A. FRY	12/30/2016	314.70	03
800435	PEDRO N. FUENTES	12/30/2016	314.70	03
800436	FRED FUSCO	12/30/2016	314.70	03
800437	FRANCES M. GALLETTA	12/30/2016	314.70	03
800438	JOHN V. GALLETTA	12/30/2016	314.70	03
800439	MARK GALLO	12/30/2016	314.70	03
800440	HAROLD GOLDMAN	12/30/2016	314.70	03
800441	LOUIS J. GRECO	12/30/2016	314.70	03
800442	ROBIN GRECO	12/30/2016	314.70	03
800443	DENNIS GRIECO	12/30/2016	314.70	03
800444	JOANN GRIECO	12/30/2016	314.70	03
800445	THEODORE HARSAGHY	12/30/2016	314.70	03
800446	DIANNE HAYDEN	12/30/2016	314.70	03
800447	HELEN M. HEALEY	12/30/2016	314.70	03
800448	MARJORIE INHOFFER	12/30/2016	314.70	03
800449	BARBARA JOHNSON	12/30/2016	314.70	03
800450	RICHARD JOHNSON SR.	12/30/2016	104.90	03
800451	MARIA JOHNSTONE	12/30/2016	314.70	03
800452	EDWARD KATS	12/30/2016	314.70	03
800453	GLORIA J. KIRWIN	12/30/2016	314.70	03
800454	JOHN LACQUANITI	12/30/2016	314.70	03
800455	MARIE LACQUANITI	12/30/2016	314.70	03

800456	MICHAEL LAPAGLIA	12/30/2016	314.70	03
800457	YURATE LAPAGLIA	12/30/2016	314.70	03
800458	RACHEL LAROTONDA	12/30/2016	314.70	03
800459	DAVID L LAZAR	12/30/2016	314.70	03
800460	CLAIRE LIPTAK	12/30/2016	314.70	03
800461	SANTINA LOMBARDI	12/30/2016	314.70	03
800462	LUCIA LONGO	12/30/2016	314.70	03
800463	THERESA MANCINELLI	12/30/2016	314.70	03
800464	WILLIAM A. MAROTTA	12/30/2016	314.70	03
800465	NERUM MAYLAR	12/30/2016	314.70	03
800466	LEONARD J. MELLISSANT	12/30/2016	314.70	03
800467	SOPHIE J MELLISSANT	12/30/2016	314.70	03
800468	MARY MERCADANTE	12/30/2016	314.70	03
800469	FRANK MESSINEO	12/30/2016	314.70	03
800470	JULIE MESSINEO	12/30/2016	314.70	03
800471	FRANCO MIGLIORE	12/30/2016	314.70	03
800472	ANDY MISITO	12/30/2016	314.70	03
800473	PASQUALE MORELLI	12/30/2016	314.70	03
800474	RONALD E NEAL	12/30/2016	314.70	03
800475	MARLENE NEAL	12/30/2016	314.70	03
800476	DORIS M. NETZER	12/30/2016	314.70	03
800477	WILLIAM M. O'BRIEN	12/30/2016	314.70	03
800478	JANICE O'BRIEN	12/30/2016	314.70	03
800479	CATHERINE PAESE	12/30/2016	314.70	03
800480	JOSEPH PAESE	12/30/2016	314.70	03
800481	CHARLES PAPALIA	12/30/2016	314.70	03
800482	GLORY READ	12/30/2016	314.70	03
800483	PATRICIA ROSE	12/30/2016	365.40	03
800484	WILLIAM J. ROSENBERG	12/30/2016	314.70	03
800485	JOHN A. RUBISKI	12/30/2016	314.70	03
800486	MARGARET RUBISKI	12/30/2016	314.70	03
800487	BONITA SAVAGE	12/30/2016	314.70	03
800488	LUCILLE SAWCHYN	12/30/2016	314.70	03
800489	IRENE SCHAFER	12/30/2016	314.70	03
800490	KATHLEEN SIMON	12/30/2016	314.70	03
800491	ANA M SIRVENT	12/30/2016	314.70	03
800492	WALTER SKRABITS	12/30/2016	314.70	03

800493 FRANK SPAGNOLA	12/30/2016	365.40	03
800494 JACQUELINE TAURIELLO	12/30/2016	314.70	03
800495 MARY ANN TIERNO	12/30/2016	314.70	03
800496 PAULA TOMPKINS	12/30/2016	314.70	03
800497 TERESA WOS	12/30/2016	314.70	03
800498 THOMAS YUPPA	12/30/2016	314.70	03
800499 ARTHUR ZANOTTI	12/30/2016	314.70	03
800500 PAT A. ZWERIN	12/30/2016	314.70	03
800501 STANLEY ZWERIN	12/30/2016	314.70	03

40,349.74

04  
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56603 NJDWSC	12/15/2016	804,807.83	55
56604 MASS MUTUAL FINANCIAL GROUP	12/21/2016	1,456.80	55
56605 VALIC C/O CHASE BANK	12/21/2016	7,222.02	55
56607 MASS MUTUAL FINANCIAL GROUP	12/29/2016	1,456.80	55
56608 VALIC C/O CHASE BANK	12/29/2016	5,579.22	55
56609 BOROUGH OF ELMWOOD PARK	12/29/2016	67,566.41	55
56610 CITY OF GARFIELD	12/27/2016	214,691.64	55
56611 LODI WATER DEPT	12/27/2016	85,814.55	55
56612 AETNA	12/27/2016	706,233.21	55
56613 NJDWSC	1/10/2017	804,807.84	55
56614 CITY OF PASSAIC - SEWER DIVISI	1/9/2017	301,419.66	55
56615 LODI WATER DEPT	1/9/2017	73,473.98	55
56616 CITY OF GARFIELD	1/9/2017	96,384.90	55
56617 BOROUGH OF ELMWOOD PARK	1/9/2017	49,351.62	55

3,220,266.48

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
143713	831	00	A W CHESTERION CO	01/18/2017	990.00		.00
143714	4	00	AGL WELDING SUPPLY CO INC	01/18/2017	816.79		.00
143715	4056	00	AIRGAS USA, LLC	01/18/2017	1,906.19		.00
143716	4018	00	ALARMAX DISTRIBUTORS, INC.	01/18/2017	673.74		.00
143717	4243	00	ALL JERSEY GARAGE DOOR, INC	01/18/2017	3,375.00		.00
143718	25	00	ALL SERVICE INC	01/18/2017	9.35		.00
143719	4840	00	ARCADIS U.S. INC.	01/18/2017	1,345.50		.00
143720	4306	00	ASSOCIATED TECHNOLOGIES, INC.	01/18/2017	572.50		.00
143721	70	00	BEYER BROTHERS	01/18/2017	1,547.50		.00
143722	455	00	BRAEN STONE INDUSTRIES	01/18/2017	5,109.65		.00
143723	2584	00	BRICK TOWNSHIP MUNICIPAL AUTH	01/18/2017	6,792.00		.00
143724	4251	00	CARTRIDGE WORLD	01/18/2017	1,554.89		.00
143725	1226	00	CHAS CONNOLLY DIST	01/18/2017	309.24		.00
143726	1587	00	CH2M HILL	01/18/2017	6,770.11		.00
143727	4790	00	CINTAS FIRST AID & SAFETY	01/18/2017	1,763.19		.00
143728	3529	00	CLASSIC TOWING	01/18/2017	90.00		.00
143729	4619	00	COMPESI DISTRIBUTORS LLC	01/18/2017	749.97		.00
143730	2931	00	LYNANN DRAGONE	01/18/2017	622.00		.00
143731	689	00	DUJETS-TREE EXPERTS	01/18/2017	2,400.00		.00
143732	498	00	E H WACHS COMPANY	01/18/2017	1,735.08		.00
143733	3086	00	ELEVATOR MAINTENANCE CORPORATION	01/18/2017	360.00		.00
143734	1929	00	EUROFINS EATON ANALYTICAL, INC.	01/18/2017	188.06		.00
143735	169	00	FETIE FORD INC	01/18/2017	350.00		.00
143736	3407	00	FIRST BYTE CORPORATION	01/18/2017	312.45		.00
143737	174	00	FISHER SCIENTIFIC INC	01/18/2017	424.28		.00
143738	3296	00	GAETA RECYCLING COMPANY	01/18/2017	923.70		.00
143739	4320	00	GE ANALYTICAL INSTRUMENTS, INC.	01/18/2017	561.03		.00
143740	209	00	GLI INTERNATIONAL - HACH COMPANY	01/18/2017	2,701.00		.00
143741	4690	00	GREEN LIGHT SYSTEMS LLC	01/18/2017	1,089.78		.00
143742	4739	00	GROFF TRACTOR NEW JERSEY, LLC	01/18/2017	110.00		.00
143743	2360	00	HALEDON AUTO PARTS INC	01/18/2017	746.82		.00
143744	211	00	HARVEST LANDSCAPING & LAWN MAINT.	01/18/2017	120.75		.00
143745	4672	00	HILLT INC	01/18/2017	390.00		.00
143746	2222	00	HOFFMAN SERVICES, INC.	01/18/2017	120.00		.00
143747	4622	00	HUDSON TIRE EXCHANGE, INC.	01/18/2017	795.12		.00
143748	4845	00	INTERSTATE BATTERIES	01/18/2017	604.85		.00
143749	4780	00	INTERSTATE EQUIPMENT	01/18/2017	979.00		.00
143750	4033	00	JERSEY POWER & EQUIPMENT	01/18/2017	6,037.50		.00
143751	1328	00	JGSC GROUP, LLC	01/18/2017	8,250.00		.00
143752	4720	00	JOHNSON MIRIRAN & THOMPSON, INC	01/18/2017	192.00		.00
143753	1386	00	KENNEDY CULVERT SUPPLY CO	01/18/2017	41.84		.00
143754	2975	00	LUCE, SCHWAB & KASE	01/18/2017	13,000.00		.00
143755	4202	00	M & T INVESTMENT GROUP	01/18/2017	232.62		.00
143756	4841	00	MICHAEL'S SALUMERIA	01/18/2017	1,540.43		.00
143757	4058	00	MILLENNIUM LIGHTING INC	01/18/2017	5,110.00		.00
143758	4058	00	MOTT MAC DONALD	01/18/2017	196.00		.00
143759	1470	00	NEC CORPORATION OF AMERICA	01/18/2017	878.75		.00
143760	4414	00	NEWMARK ASPHALT CORPORATION	01/18/2017	145.76		.00
143761	3186	00	NORTHERN SAFETY CO. INC	01/18/2017	439.11		.00
143762	3686	00	P & A AUTO PARTS				.00
143763	2084	00					.00

PREPARED 1/12/2017, 11:39:25  
 PROGRAM: GM348U  
 PASSAIC VALLEY WATER COMMISSION  
 BANK 00 North Fork A/P CURRENT FUND

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
143764	4523	00	PARSELLS PRINTING, INC.	01/18/2017	995.00	.00
143765	356	00	PASSAIC METAL PRODUCTS COMPANY	01/18/2017	153.83	.00
143766	4192	00	PIRO ZINNA CIFEELLI PARIS GENITEMPO	01/18/2017	697.30	.00
143767	3389	00	POWERS SERVICE COMPANY, INC.	01/18/2017	7,060.14	.00
143768	3931	00	PRO BLIND CLEANERS	01/18/2017	850.00	.00
143769	573	00	PSE&G	01/18/2017	VOID	.00
143770	573	00	PSE&G	01/18/2017	VOID	.00
143771	573	00	PSE&G	01/18/2017	58,063.64	.00
143772	3220	00	QC LABORATORIES/PA166	01/18/2017	545.00	.00
143773	4831	00	R & M INDUSTRIAL & SAFETY DIST, LLC	01/18/2017	11,519.98	.00
143774	4670	00	R. SPARK, INC.	01/18/2017	116,747.62	2,382.60
143775	4103	00	ROUTE 46 CHRYSLER JEEP DODGE	01/18/2017	47.56	.00
143776	3594	00	SEVERN TRENT SERVICES	01/18/2017	44,372.32	.00
143777	4863	00	STEVE OLIMPIO DETECTIVE AGENCY	01/18/2017	742.50	.00
143778	2274	00	SUEZ WATER NORTH JERSEY	01/18/2017	62.51	.00
143779	684	00	SUZIE MAC SPECIALISTS	01/18/2017	687.50	.00
143780	4565	00	T & R AUTOMOTIVE DIST	01/18/2017	9,365.85	.00
143781	4713	00	TECHNOL FUHL CONDITTONERS, INC	01/18/2017	727.68	.00
143782	4702	00	THE HON COMPANY	01/18/2017	3,224.92	.00
143783	1351	00	TILCON NEW YORK, INC.	01/18/2017	1,671.65	.00
143784	1227	00	TREASURER-STATE OF NEW JERSEY	01/18/2017	31,080.00	.00
143785	4510	00	U.S. SECURITY ASSOCIATES, INC.	01/18/2017	23,772.80	.00
143786	3246	00	UNITED FEDERATED SYSTEMS, INC.	01/18/2017	1,346.33	.00
143787	4581	00	VERONA INDUSTRIAL & BUILDING CUPPLY	01/18/2017	892.38	.00
143788	201	00	W W GRATINGER INC	01/18/2017	494.23	.00
143789	3771	00	W.B. MASON COMPANY, INC.	01/18/2017	978.53	.00
143790	1206	00	WALLINGTON PLUMBING SUPPLY, INC.	01/18/2017	552.44	.00
143791	496	00	WATER WORKS SUPPLY COMPANY	01/18/2017	38,157.15	.00

NUMBER OF CHECKS

79

GRAND TOTAL

466,233.05

2,382.60

**Reorganize the Board for the Year 2017; President relinquishes the Chair to  
Counsel:**

- A. Election of Officer's & Oaths of Office:
  - 1) Nominations for President - by Comm. \_\_\_\_\_  
Second by Comm. \_\_\_\_\_  
Nominations closed.  
Election of President.
  - 2) Nominations for Vice President - by Comm. \_\_\_\_\_  
Second by Comm. \_\_\_\_\_  
(Same as above)
  - 3) Nominations for Treasurer - by Comm. \_\_\_\_\_  
Second by Comm. \_\_\_\_\_  
(Same as above)
  - 4) Nominations for Secretary - by Comm. \_\_\_\_\_  
Second by Comm. \_\_\_\_\_  
(Same as above)
- B. Remarks of out-going and in-coming Officers & Guests.
- C. Officers take on their duties. President assumes the Chair.

EXECUTIVE DIRECTOR'S REPORT



**Executive Director's Report**

**For the Month**

**Of**

**December, 2016**

**Joseph A. Bella  
January 18, 2017  
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, Fall 2016 Lead Levels

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

The total flow from the Plant increased from 2,151 million gallons in December, 2015 to 2,251 million gallons (includes 43 million gallons sent to Suez Water) in December, 2016, by 99 million gallons. This equals an increase of 3.2 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to an increase of \$236,523 in revenue for the month.

The total flow from the Plant for the prior reporting period of November, 2016, was 2,388 million gallons. The total flow for December, 2016, was 2,251 with a decrease of 136.5 million gallons or 4.5 million gallons per day which is equivalent to a decrease of \$326,115 in revenue for the month.

## **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 December, 2016, were 10,144; the call-rate abandonment was seven percent for a total of 620 abandoned calls.
- Year-to-date Customer Service calls for 2016 were 120,712; the total call-rate abandonment year-to-date for 2016 is 5.40 percent (6,518 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 December, 2016, were 1,074; and, 62 radio reads were installed on large, monthly-commercial accounts.
- Year-to-date work orders for 2016 were 15,924.
- 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 36 main breaks in December, 2016, and 9 main breaks in December, 2015.
- Year-to-date total main breaks for 2016 were 164
- 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 2,128 overtime hours in December, 2016.
- Year-to-date overtime hours were 12,966 in 2016, and 12,119 overtime hours in 2015.

## **3. ENGINEERING DEPARTMENT**

### **Current Projects**

- Project 16-P-61 "Professional Engineering Services for Rehabilitation of Two Passaic Valley Water Commission (PVWC) Water Main River Crossings" was awarded at the Commission's

December Public Meeting. Following the Project kick-off meeting, the feasibility study portion of the Project will commence.

- 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. The Contract for construction of the new spheroid elevated water storage tank was awarded at the Commission's December, 2016, Public Meeting. Following receipt of the signed and executed contract and related paperwork, the pre-construction meeting will be scheduled.
- Project 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building and Jackson Avenue Pump Station"-- Responses received November 10, 2016, are currently being reviewed and recommendations concerning award of these professional services will be submitted for consideration and approval by the Commission at the January, 2017, Public Meeting.
- 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).
- 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. The on-site investigation was conducted by Little Falls' professional services provider who is also in the process of preparing a property survey with the location of PVWC's existing 51-inch transmission main in relation to the as-built location of the billboard and its foundation. As soon as this information has been received by PVWC, an electronic copy will be forwarded to PVWC's Engineering Department, Distribution Department and the Law Department.
- 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 continues to remain 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 cleaning and lining contract in Clifton, North Arlington and Paterson has been successfully completed and this contract will be closed out shortly.
- 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 continuing 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.
- An 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 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 to finalize the project approach and to enable the project to progress to the next phase (design) was held; 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 its ownership of PVWC property contained within the Great Falls National Historical Park to them, 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 PVWC's Law Department, will be submitted to the Commission in draft form for discussion and consideration. A project overview and status update was presented at the October Public 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.

### **Long-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

Contract 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" was awarded at the Commission's December, 2016, public meeting. Following receipt of the required signed and executed contract and related paperwork from the contractor, the pre-construction meeting will be scheduled.

- 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.

- NJDOT:

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

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

Yitzchak Weiss will report.

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

##### **MAINTENANCE AND CONSTRUCTION**

##### **Executive Summary**

##### **Maintenance**

- Install ozone monitor in Sodium Hydroxide Room.
- Repair-inch air vent on the 48-inch line by the North Jersey Tank.
- Repair valve stand for drain valve in Equalization Basin No. 2.
- Repair eight-inch swing check valve for Equalization Basin No. 1.
- Repair leak on Vacuum Priming Pump No. 2 in the Main Pump Station.
- Repair heat trace on Sodium Hydroxide fill line.
- Repair eight-inch swing check valve for equalization Basin No. 2
- Winterize remote stations
- Bill Macy traffic box frozen line--installed heater
- Colonial tank--installed eight-inch valve & operator

##### **LFWTP MAINTENANCE**

- Contactors--contractor three installed new piping & diffusers
- Clarifier
- Dewatering Station
- Dry Polymer System
- Equalization Basin--Spectraserv cleaned basins 1 & 2
- Filters--Rod out flowmeter for filter D-3, changed asco panel filters
- LOX Facility
- Microsand Transfer Tank
- Ozone System
- Residual Treatment Facility
- Sand Recirculation Pumps--Pump No. 403 low pressure, dismantled suction side of the pump and found a small plastic bottle.
- Settling Tubes Building--washed basins 3 & 4 and did repairs, replaced pump No. 2
- Travelling Screens
- Trash Rake--Install heater in oil tank.

- Wash Water Pumps/Transfer
- Wet Well Pumps

### **Transmission**

- Airport Pump Station Industrial Pump
- Morris County Pump Station
- Totowa Pump Station
- Transfer Pumps
- Verona Pump Station
- Wanaque Pump Station--Shut down Pump No. 3 to repair leak on seal. Pump 3 Chesterton repaired seal
- Wanaque South Pump Station

### **Chemical Feed System**

- High crest public water system--replaced hose on hypo pump No. 1
- High crest public water system--repaired leak on hypo pump No. 1 discharge line
- High crest public water system--replaced back pressure relief valve on hypo pump No. 1
- Great notch--replaced hose on hypo pump No. 214
- Great notch--replaced hose on hypo pump No. 215
- Great notch--repaired leak on hypo pump No. 2 discharge line
- Hypo tank No. 3--repaired leak on piping
- Emptied caustic totes from leak to thickener No. 3
- Drained ferric tank No. 3
- Corrosion Control delivered to Great Notch, Botany and Burhans Avenue Pump Stations 5162 gallons.

### **Distribution/Remote Facilities**

- Point View
- Nosenzo Pond
- Burhan's Avenue Pump Station
- High Crest Public Water System--Place tanks in winter mode.
- Bloomingdale/Riverdale/Mathews Avenue Pump Station--Pump out basement of pump station. Replace sump pump. Rebuild Bloomingdale Pump No. 1, Great Notch Facilities Dixon Ave Garret Heights Pump Station
- Lodi
- New Street Pump Station--check valve No. 2 took apart and inspected nothing wrong
- Levine Reservoir
- Lincoln Park Pump Station--installed new seal on pump No. 1
- Botany Pump Station Pressure Regulators/Air Release Valve
- Sunset Pit
- Prospect Park Pump Station--Rebuild eight-inch electric check valves on Pumps No. 2 and No. 1. Install onsite spare pump for Pump No. 1.

- Hepburn Road
- Jackson Avenue Pump Station--Run Pump #5 filling Point View Reservoir.
- East Side Pump Station
- Wanaque South
- Great Falls
- Redwood Avenue Pump Station
- Manchester
- Garret Heights

## **WATER QUALITY AND TREATMENT OPERATIONS**

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

- All LFWTP treatment regulatory requirements were met in December, 2016.
- All LFWTP chemical disinfection requirements were met in December, 2016.
- Potassium permanganate was not used for source water treatment in December, 2016
- 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 December.
- Filtration:
  1. There were no regulatory violations in December for either individual filter effluent or combined filter effluent.
  2. The maximum CFE turbidity in December was 0.136ntu.
- Residual disinfection with chlorine:
  1. There were no regulatory violations for the chlorine residual concentrations.
  2. The target residual in December was 2.0 – 2.2mg/L (1.6 to 2.3 mg/L). The range during December for CFE chlorine residual was 0.64 to 3.10mg/L. The low chlorine residual 0.64 was due to chlorine pump issues.
- Finished water (LFWTP) pH:
  1. Finished water pH was usually within the target range of 7.8 to 8.2 and was always between 7.9 to 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 No. 3 Completed replacing stainless steel (SS) piping and diffusers

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

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



**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 of greater than one hour:

**Week Starting Date    Standby OT Hours    Emergency OT Hours**

12/04/16	13.0	72.00
12/11/16	17.0	49.75
12/18/16	13.0	45.75
12/25/16	16.0	40.00
<b>Total hours:</b>	59.0	207.50

**Cost Factors:**

<b>2016 Monthly Data:</b>					
<b>Month</b>	<b>Volume Produced (MG)</b>	<b>Water Treatment Cost</b>	<b>Residuals Treatment &amp; Disposal Cost</b>	<b>Total Monthly Cost*</b>	<b>Total Cost per MG</b>
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	\$164,594	\$534,037	\$352.43
Dec '16	1314	\$252,521	\$263,483	\$543,453	\$413.71

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

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

**WTP Shutdowns:**

- December 8, 2016, Generator failure one and one-half hours.
- December 10, 2016, Power issue one hour.
- December 12, 2016, Raw Water Pump Shutdown 12 minutes.

**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 fourth 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 complete for the July 1 to December 31, 2016, monitoring period. Results of this monitoring have determined the action level has been exceeded. More complete description will be discussed at the January Commission meeting. Also, a map and associated data has been included in the Addendum.
- 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

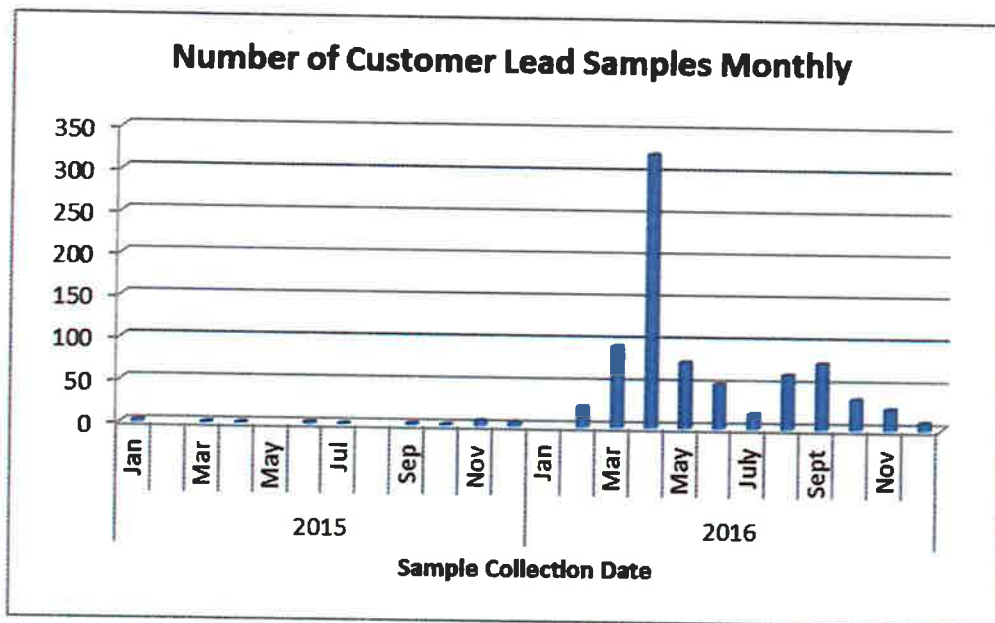
**Professional Services**

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

**ADDENDUM**

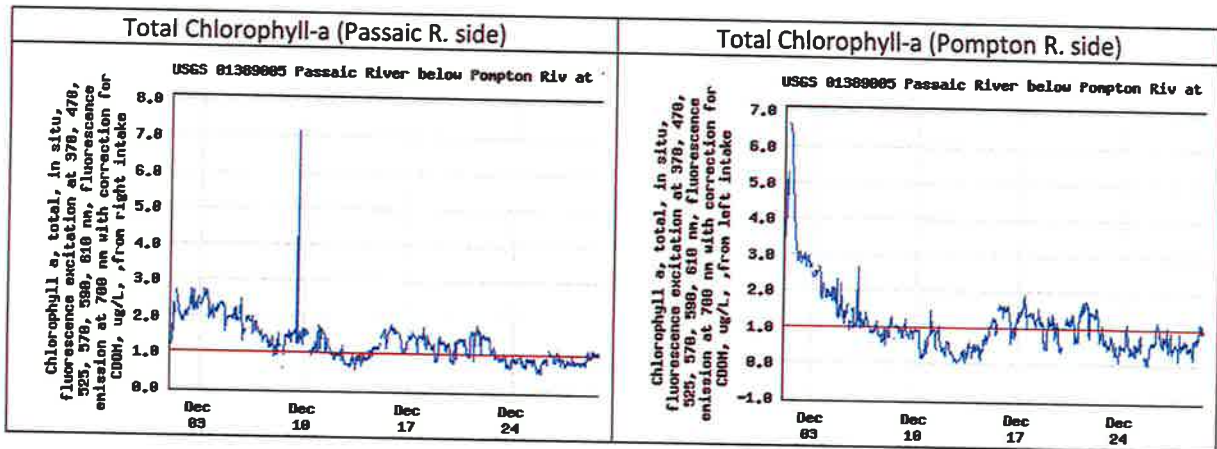
1. Customer-Requested Lead Testing

Consumer interest in tap-water lead contamination has diminished somewhat, although we are still receiving more customer-requested lead-test water samples in each of the recent months than we did in any month of 2015.



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.



### 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.

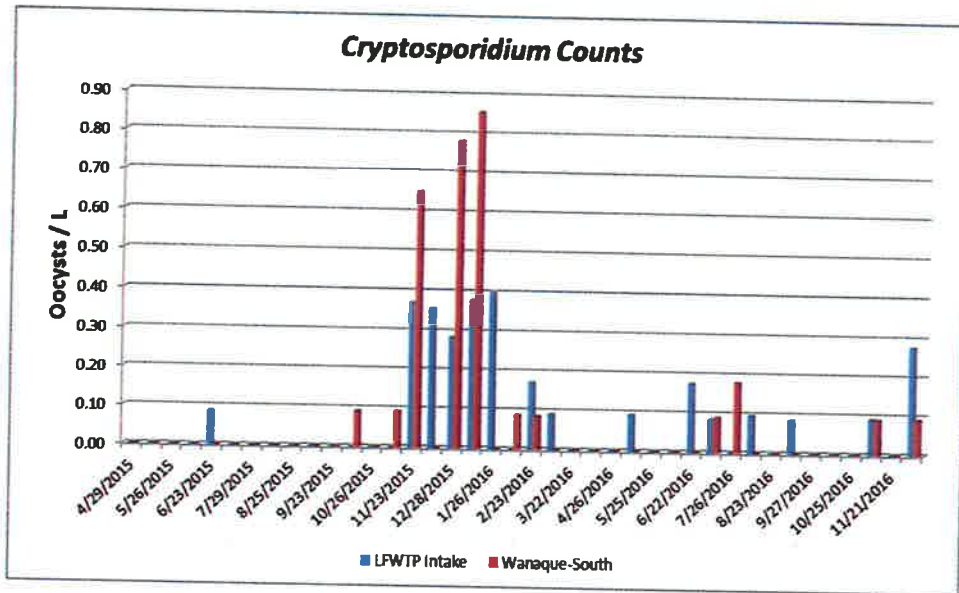
### 4. Long-Term-2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

We have results now from the first 40 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 just into the "Bin 2" classification, where we are likely to remain if last winter's pattern of higher *Crypto* readings repeats itself during the coming cold months. If readings remain low and we return to 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 is 0.077 oocysts/L, just above the Bin 1 upper limit of 0.075 oocysts/L.

For reference, the current average at our Pompton River alternative intake is slightly higher, at 0.078 oocysts/L, and shows the same seasonal pattern as our Passaic River intake results.

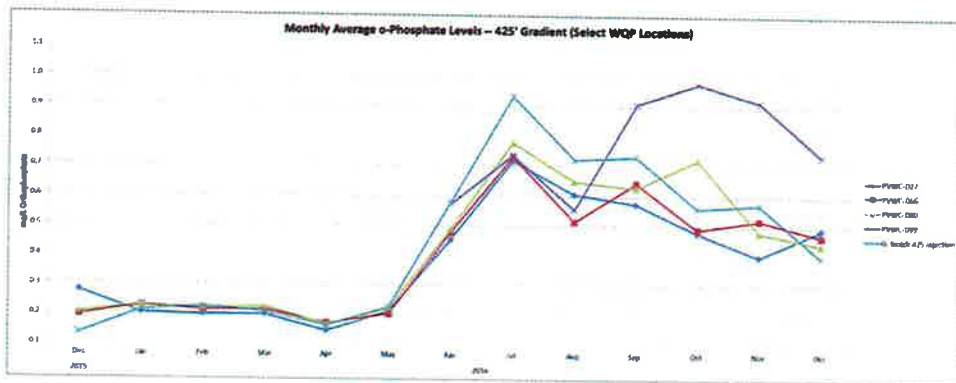
Sampling will continue into April, 2017. *Giardia* (not counted towards compliance) has also been observed in our source water at levels slightly above the method detection limit of 0.095 cysts/L.

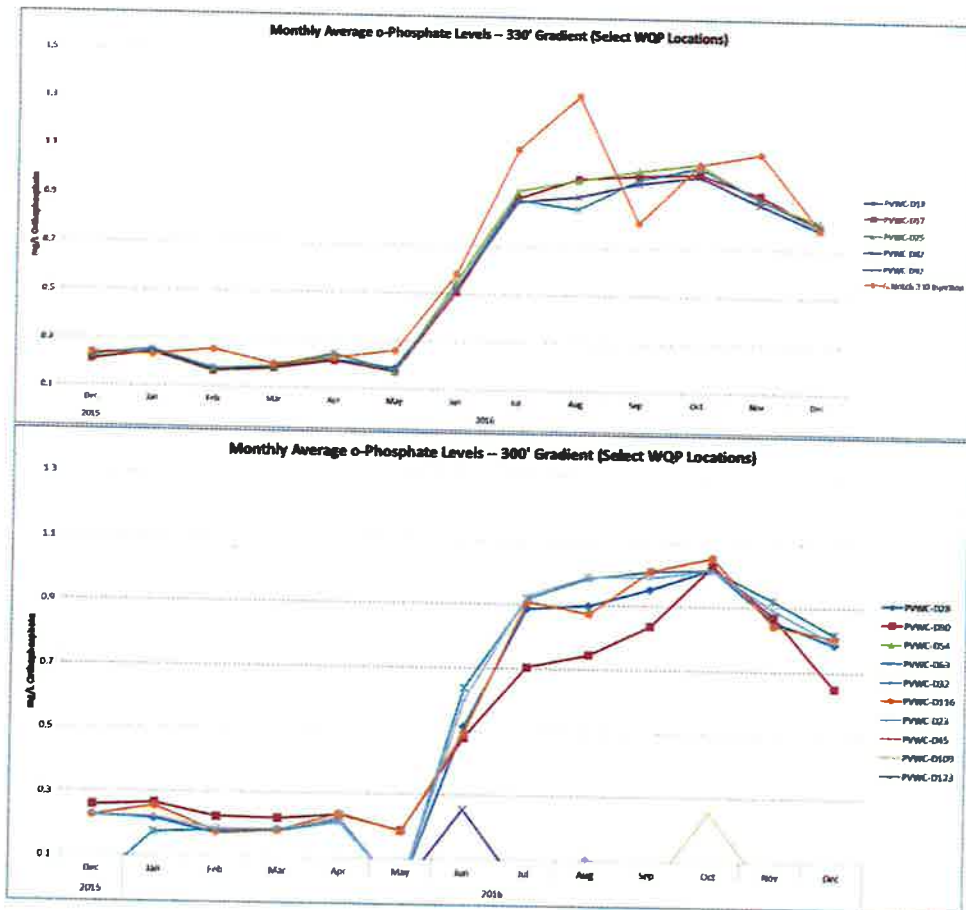


5. Distribution System Corrosion Control Treatment

The following charts display mg/L o-phosphate as P by our certified chromatographic 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 December, 2016.

We monitor at our D63 location (Lorenzo's) just outside the New Street 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.



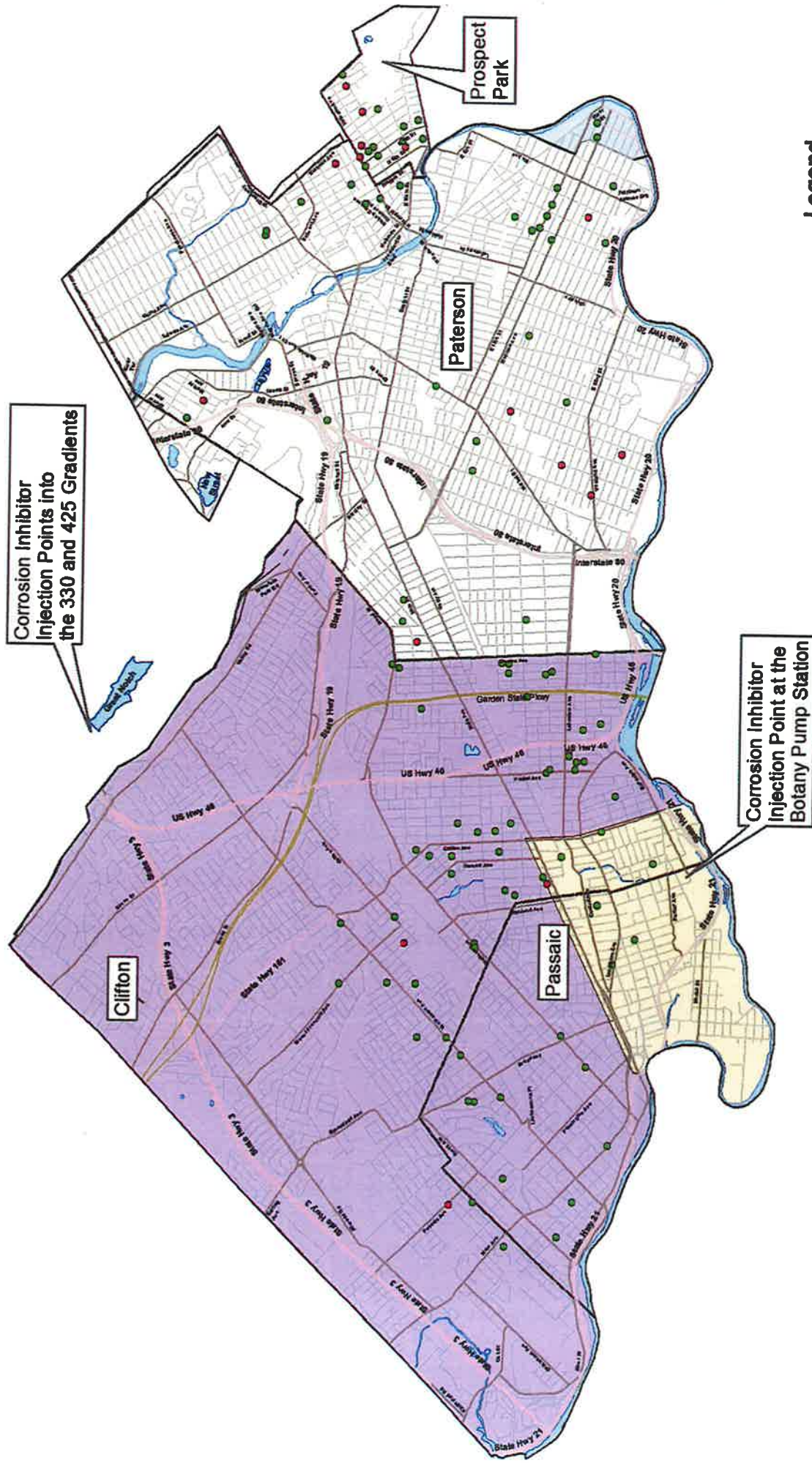


The map on the following page shows the effect of our phosphate treatment on recent first-draw lead results in our main system (PWS NJ1605002). These results are from our ongoing Lead and Copper Rule sampling for the current monitoring period (July 1 to December 31, 2016) representing “Tier 1” sampling 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

# CORROSION INHIBITOR ZONE MAP - SAMPLE SITES FOR LEAD

## PWSID #1605002

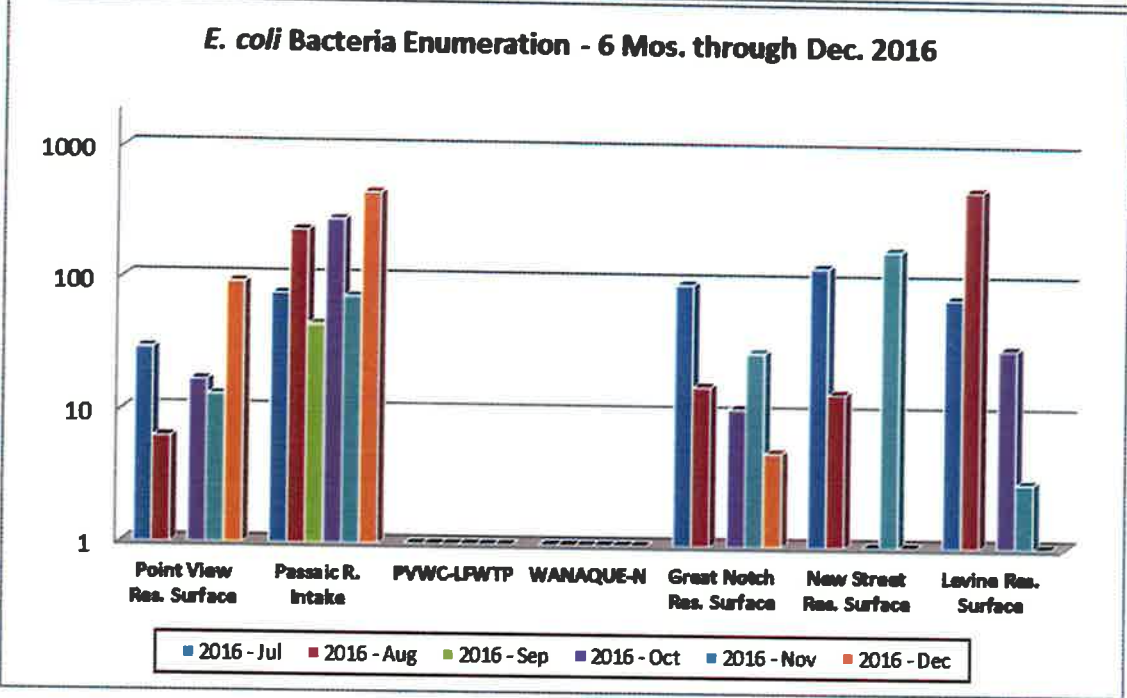
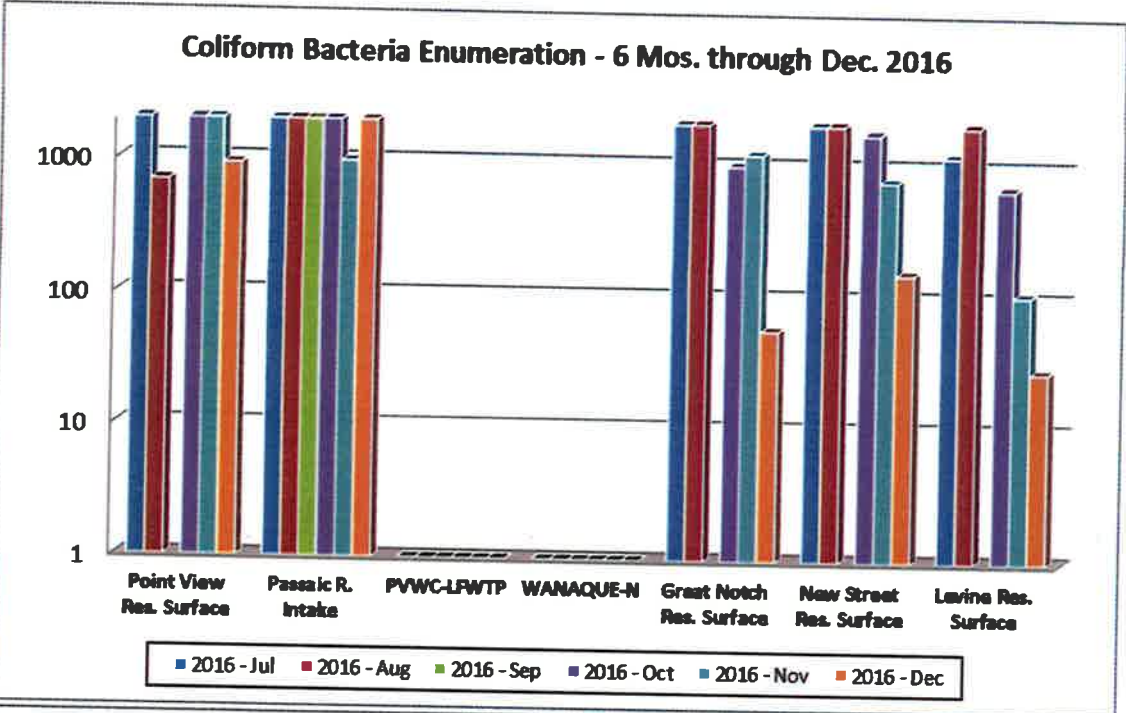




6. Coliform Profiling

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 ongoing 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 December, 2016, for Total Coliform and E. coli enumerations.



7. Laboratory Revenue

Billing for November, 2016: \$13,867.00  
Total Billing for 2016 to date: \$115,200.00

8. Time Summary (October 23 to November 26, 2016)

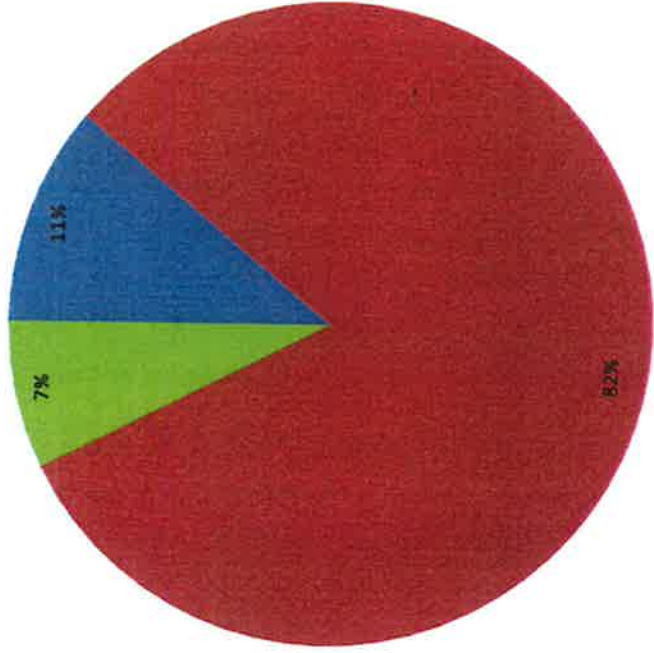
<b>Category</b>	<b>Regular</b>	<b>Standby</b>	<b>OT</b>	<b>Sick</b>	<b>Absent (Vac, Jury, etc.)</b>	<b>No Pay</b>
Total Hours	1740	9	58	64	207	0

db

(attachments 15)

# December 2016

## 10,144 Calls

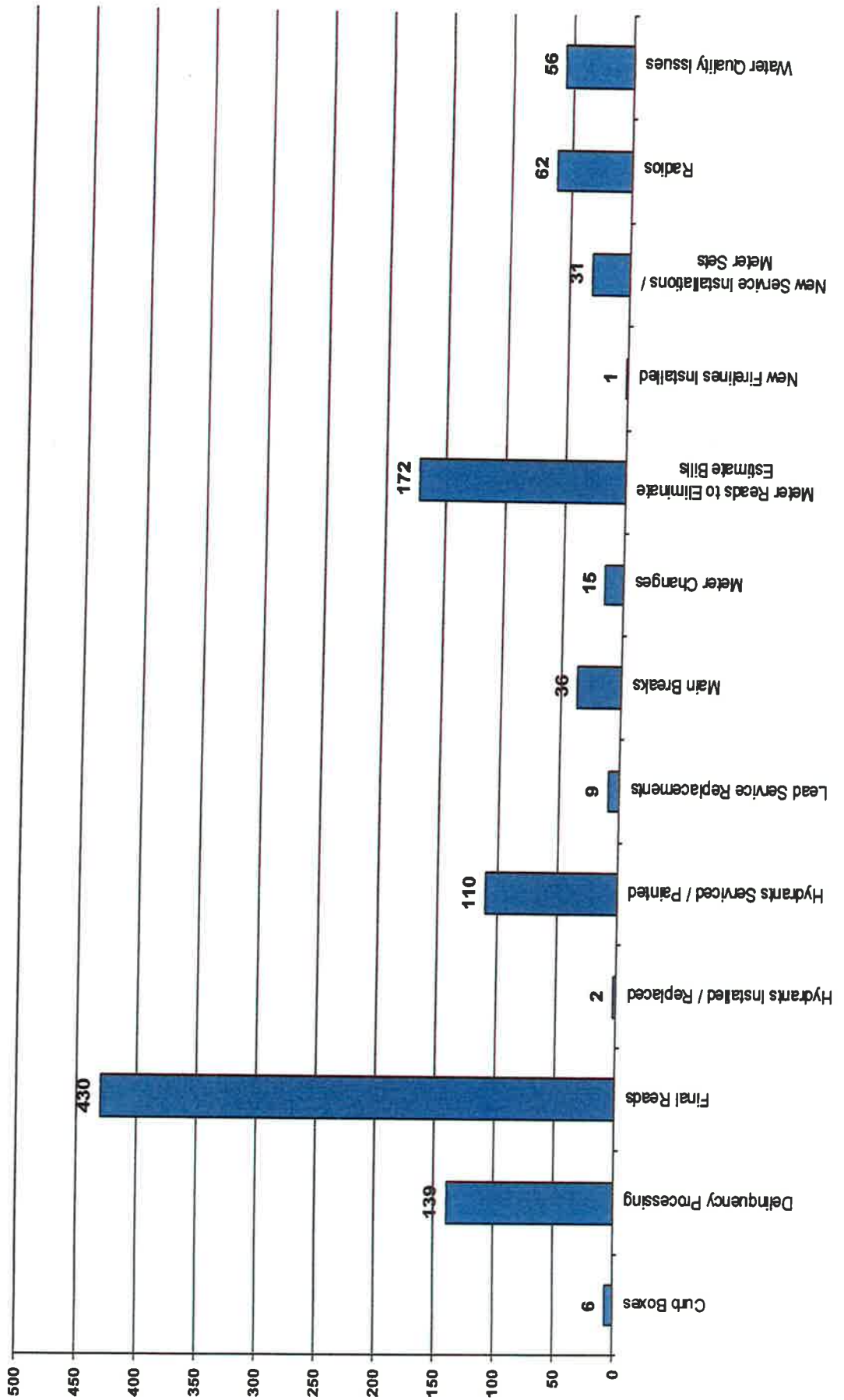


■ Transferred - 914  
■ Handled - 6,790  
■ Abandoned - 620

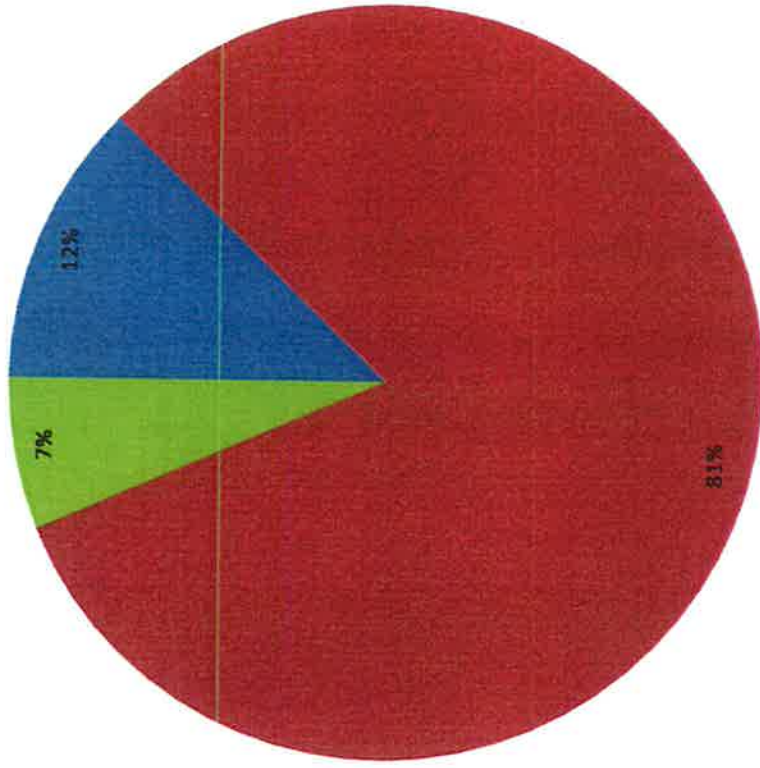
# December 2016 – Work Orders

Total: 1,074

5 hydrants need to be replaced



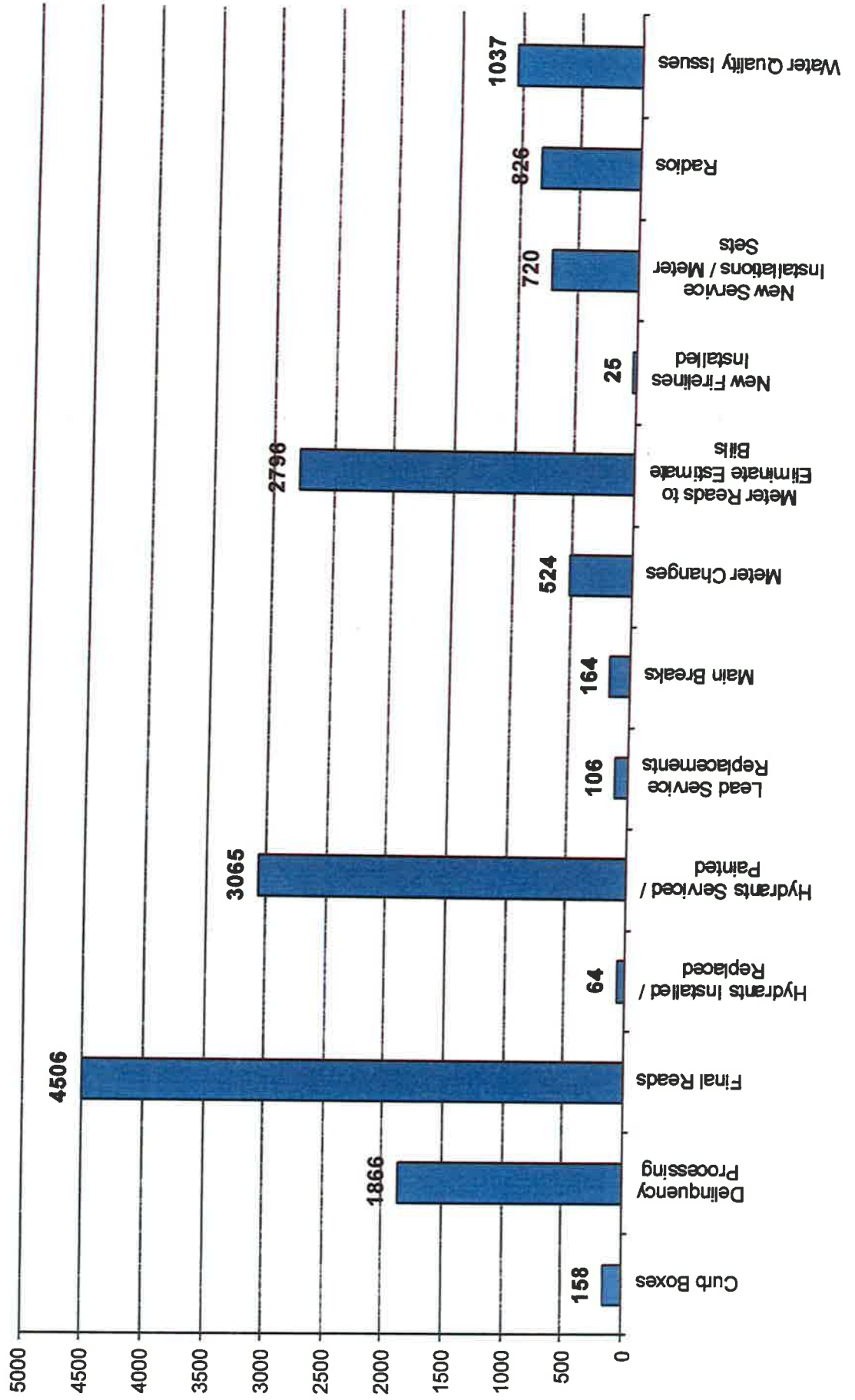
# 2016 120,712 Calls



■ Transferred - 12,276  
■ Handled - 81,595  
■ Abandoned - 6,518

# 2016 – Work Orders

Total: 15,924



**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: Saturday, December 31, 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



Company Name: PASSAIC VALLEY WATER COMM  
 Division: Garfield  
 Cycle: 18

**Aged Arrears Detail Listing**

Customer #	Customer Name	Account #	Address	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0208348	KEVIN TRYANOWSKI	160282	181 PASSAIC STREET - GARFIELD, NJ, 07026	Active	18		\$1,621.56	\$380.02			\$39,002.37	\$41,013.95
0208377	AKRAM AMAISSE	180320	259 PASSAIC STREET - GARFIELD, NJ, 07026	Active	18		\$2,820.84				\$12,443.00	\$15,063.84
<b>Cycle: 18</b>												
<b>Division: Garfield</b>							<b>Total Customers: 2</b>	<b>\$4,242.40</b>	<b>\$380.02</b>			<b>\$51,445.37</b>
0271662	RANK AMBER INVESTMENTS, LLC	003220	21 BIRD AVENUE - CLIFTON, NJ, 07011	Active	19		\$4,242.40	\$380.02			\$51,445.37	\$56,077.79
0128417	PSE&G	020246	240 KULLER ROAD FIREL	Residential	19				\$62.14		\$19,802.32	\$19,864.46
0273800	PB NUTCLIFF, LLC	032470	#2 811 ROUTE 3 EAST - CLIFTON, NJ, 07012	Active	19		\$806.59	\$600.84	\$594.75	\$588.82	\$9,498.79	\$11,888.89
0123387	ALFRED HELLER	041164	388 GETTY AVENUE - CLIFTON, NJ, 07012	Active	19		\$14,194.78	\$628.79	\$620.84	\$614.56	\$71.72	\$14,266.50
0126847	ALFRED HELLER HEAT	041168	5 WELLINGTON STREET FIREL	Active	19		\$861.98	\$622.08	\$615.99	\$609.95	\$28,475.60	\$32,286.47
0248839	HIGHTECH SOLUTIONS NYC LLC	174078	445 GETTY AVENUE - CLIFTON, NJ, 07011	Active	19		\$628.25	\$622.08	\$615.99	\$609.95	\$28,475.60	\$30,888.62
<b>Cycle: 19</b>												
<b>Division: PWWC - Clifton</b>							<b>Total Customers: 6</b>	<b>\$16,381.80</b>	<b>\$1,849.52</b>	<b>\$1,813.43</b>	<b>\$106,660.93</b>	<b>\$126,608.00</b>
0197845	M. SCHUELLER	047334	8 CORABELLE AVENUE - LODI, NJ, 07644	Active	23		\$16,381.80	\$1,849.52	\$1,813.43	\$1,813.43	\$106,660.93	\$126,608.00
0123733	ASSOCIATES GESWALDO	047644	91 DELL GLEN AVENUE FIREL	Residential	23		\$946.11	\$409.11	\$446.75	\$401.13	\$15,888.10	\$17,276.96
0179523	MICHAEL CRUZ	048230	4 GARIBALDI AVENUE - LODI, NJ, 07644	Active	23		\$413.16	\$409.11	\$405.10	\$401.13	\$12,228.17	\$13,867.67
0227259	PRO A MARKETING	051728	6 PARK PLACE FIREL	Residential	23		\$4,034.23	\$385.82	\$380.06	\$376.33	\$76,817.93	\$82,472.99
<b>Cycle: 23</b>												
<b>Division: PWWC - Lodi</b>							<b>Total Customers: 4</b>	<b>\$5,791.12</b>	<b>\$792.93</b>	<b>\$2,844.04</b>	<b>\$114,634.24</b>	<b>\$124,837.49</b>
0180085	TERMIL, INC.	156598	45-47 RIDGE ROAD FIREL	Active	25		\$5,791.12	\$792.93	\$785.16	\$2,844.04	\$114,634.24	\$124,837.49
0201763	EAST NEWARK CENTER, LLC	159162	255 GRANT AVENUE - EAST NEWARK, NJ, 07029	Residential	25		\$502.39	\$487.46	\$482.59	\$487.76	\$13,305.92	\$15,286.12
<b>Cycle: 25</b>												
<b>Division: PWWC - North Arlington</b>							<b>Total Customers: 2</b>	<b>\$4,413.16</b>	<b>\$4,366.89</b>	<b>\$4,296.25</b>	<b>\$142,127.83</b>	<b>\$158,534.06</b>
0063879	PASSAIC BOARD OF EDUCATION	058660	390 GREGORY AVENUE - PASSAIC, NJ, 07055	Active	15		\$4,413.16	\$4,366.89	\$4,326.93	\$4,296.25	\$142,127.83	\$158,534.06
0125555	AHMAD ODATALLA	061744	200-202 JEFFERSON STREET FIREL	Municipal	15		\$572.98	\$557.37	\$551.61	\$556.30	\$23,048.28	\$25,307.75

Printed: 01/06/2017 3:18:53 pm  
 Company Name: PASSAIC VALLEY WATER COMM  
 Division: PWWC - Passaic  
 Cycle: 16

**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	
0236827	063892	SEAGAL HOWE	919 MAIN AVENUE - PASSAIC, NJ, 07055	Active	15		\$1,194.32	\$1,265.61	\$1,308.21	\$1,098.38	\$9,248.28	\$14,134.00	
0125993	063980	PASSAIC PUBLIC SCHOOL	982 MAIN AVENUE FIREL	Active Fireline	15		\$991.76	\$988.86	\$987.22	\$987.44	\$12,201.37	\$16,178.47	
0231945	064250	CARMEN SANCHEZ	PASSAIC, NJ, 07055	Active	15		\$235.06	\$21,743.20			\$1,780.88	\$23,768.12	
0125729	064802	HONG LUJ	121 MARKET STREET - PASSAIC, NJ, 07055	Active	15		\$282.04	\$288.18	\$288.34	\$283.63	\$11,513.83	\$12,885.02	
0245775	065074	DONIA COSINA RESTAURANT	PASSAIC, NJ, 07055	Active	15		\$2,461.01				\$11,008.47	\$13,802.76	
0263949	065304	E. I. PERCISION MACHING	#1 379 MONROE STREET - PASSAIC, NJ, 07055	Active	15		\$331.03	\$327.78	\$324.57	\$321.39	\$16,378.11	\$18,880.88	
0261031	066032	PASSAIC, NJ, 07055	120 PARK PL ASSOCIATES, LLC.	Active	15		\$1,341.26	\$1,665.43	\$1,423.97	\$1,368.04	\$7,313.46	\$13,032.16	
0244459	066410	GREEN UNION, LLC.	122 PARK PLACE - PASSAIC, NJ, 07055	Active	15		\$249.23	\$1,846.46			\$23,311.08	\$26,405.77	
0119631	066876	PASSAIC BOARD OF EDUCATION	47 PASSAIC STREET - PASSAIC, NJ, 07055	Active	15		\$155.68	\$734.65			\$12,866.64	\$17,466.86	
0221833	087104	JOSE RODRIGUEZ	175 GREGORY AVENUE - PASSAIC, NJ, 07055	Active	15		\$17,823.67				\$48,448.19	\$64,272.88	
0081411	066326	VICTOR CAMILO	472 PAULIN AVENUE - PASSAIC, NJ, 07055	Active	15		\$946.23	\$631.27	\$527.80	\$337.10	\$19,821.60	\$21,563.10	
0127879	071784	CHRISTOPHER VARGAS	390-400 RIVER DRIVE - PASSAIC, NJ, 07055	Active	15						\$19,821.60	\$21,563.10	
0188973	158386	ENVIROCORP LUD. DERV.	72 4TH STREET - PASSAIC, NJ, 07055	Active	15			\$1,467.46	\$120.42		\$11,712.12	\$13,300.00	
0227833	173682	ENVIROCORP LOGISTICS SERVICES	#1 96-105 PASSAIC STREET - PASSAIC, NJ, 07055	Active	15		\$123.13	\$238.92	\$237.57	\$235.24	\$11,888.74	\$12,524.60	
0270322	178932	VALERIA RAMIREZ	85-105 PASSAIC STREET FIREL	Active	15		\$328.65	\$326.42	\$322.23	\$319.07	\$15,140.24	\$16,436.61	
<b>Cycle: 15</b>								\$24,154.05	\$6,270.38	\$5,484.49	\$2,786.41	\$10,055.63	
0088543	056344	ST. MARY'S HOSPITAL	350 BOULEVARD - PASSAIC, NJ, 07055	Active	99		\$24,465.69	\$28,371.23	\$8,270.38	\$5,484.49	\$280,437.87	\$373,491.39	
<b>Cycle: 99</b>								\$24,465.69	\$28,371.23	\$8,270.38	\$5,484.49	\$280,437.87	\$373,491.39
<b>Division: PWWC - Passaic</b>								\$46,819.84	\$73,505.73	\$8,270.38	\$5,484.49	\$280,437.87	\$424,328.21
0258089	075104	ML RLY, LLC. & UNC REALTY GRP	282 BROADWAY - PATERSON, NJ, 07501	Active	01		\$889.10	\$772.93	\$913.87	\$1,781.35	\$10,413.84	\$14,751.08	
0261689	078314	MAHMUD ABRUOMI	73-75 LEVINE STREET FIREL	Active	01		\$303.74	\$300.76	\$297.81	\$284.89	\$12,872.97	\$13,870.17	
0137155	078860	LERICH PRODUCTIONS, LLC.	PATERSON, NJ, 07503	Active	01		\$273.57	\$270.80	\$268.25	\$263.88	\$9,555.19	\$10,631.78	

**Company Name: PASSAIC VALLEY WATER COMM**  
**Division: PWWC - Paterson**  
**Cycle: 01**

**Aged Arrears Detail Listing**

Customer #	Customer Name	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0271575	NET INC. NORTHEAST TOMATO	Active	01		\$826.89	\$1,026.33	\$938.41	\$765.96	\$11,277.04	\$14,823.73
081040	4-22 ERIE STREET - PATERSON, NJ, 07524	Industrial - 6" and above								
0124133	MARIO MORIANO	Active	01		\$428.03	\$423.83	\$419.88	\$415.56	\$8,980.13	\$10,377.23
081678	36-50 FULTON STREET FIREL PATERSON, NJ, 07501	Fireline								
0049883	CAROLE BRITTON	Active	01		\$517.71	\$512.64	\$507.61	\$502.83	\$17,574.01	\$18,614.60
082288	382 GETTY AVENUE - PATERSON, NJ, 07503	Residential								
0124201	GLOBAL MANAGEMENT, INC.	Active	01		\$11,078.19	\$18,383.92	\$1,402.17	\$287.42	\$10,454.45	\$10,721.87
083416	444 GRAND STREET FIREL PATERSON, NJ, 07505	Fireline								
0122755	COUNTY OF PASSAIC-COURT HOUSE	Active	01		\$306.75	\$305.73	\$302.73	\$298.76	\$13,169.80	\$14,386.57
084152	401 GRAND STREET - PATERSON, NJ, 07505	Municipal								
0117635	NABIL HATAB	Active	01		\$438.55	\$337.10	\$337.10	\$483.19	\$9,424.74	\$11,021.68
088784	234 MAIN STREET FIREL PATERSON, NJ, 07505	Fireline								
0203731	JUAN CALHOUN	Active	01		\$286.17	\$283.37	\$280.61	\$276.12	\$10,803.64	\$11,929.81
080834	109 E MAIN STREET - PATERSON, NJ, 07522	Residential								
0172223	CRESCENT HOLDING LLC	Active	01		\$718.79	\$711.75	\$704.77	\$687.86	\$20,613.61	\$23,446.76
081918	107-108 MARKET STREET FIREL PATERSON, NJ, 07505	Fireline								
0837097	MOHAMMAD ODATALLA	Active	01		\$5,908.64	\$10,019.05	\$838.61	\$838.61	\$19,785.30	\$19,785.30
091970	165 MARKET STREET - PATERSON, NJ, 07505	Small Commercial - < 2"								
0124489	W & S REALTY, CO.	Active	01		\$578.53	\$572.86	\$567.24	\$561.88	\$23,598.51	\$25,878.82
082584	826 MARKET STREET FIREL PATERSON, NJ, 07513	Fireline								
0124511	COUNTY OF PASSAIC-COURT HOUSE	Active	01		\$478.26	\$474.55	\$468.89	\$465.29	\$13,783.37	\$15,652.36
082786	11 MARSHALL STREET - PATERSON, NJ, 07501	Municipal								
0124515	WLS GROUP, LLC.	Active	01		\$454.87	\$460.41	\$446.00	\$441.82	\$11,348.13	\$13,142.03
082914	309 MARSHALL STREET FIREL PATERSON, NJ, 07503	Fireline								
0124615	GARFO-URBAN REN. CORP.	Active	01		\$654.00	\$627.78	\$621.62	\$615.53	\$29,082.73	\$31,691.88
085336	508 MARSHALL STREET FIREL PATERSON, NJ, 07503	Fireline								
0011555	THREE GUYS FOOD, LLC.	Active	01		\$283.46	\$280.58	\$287.76	\$283.19	\$11,626.12	\$12,880.10
097214	39 PARK AVENUE FIREL PATERSON, NJ, 07501	Fireline								
0121985	GALAXIE CHEM CORP	Active	01		\$328.49	\$326.27	\$322.08	\$318.92	\$15,125.03	\$16,416.79
097234	6-34 PIERCY STREET FIREL PATERSON, NJ, 07522	Fireline								
0124657	SHERMAN SCOTT	Active	01		\$566.57	\$560.82	\$575.12	\$568.48	\$24,394.57	\$28,706.56
088002	28 PIERCY STREET - PATERSON, NJ, 07622	Small Commercial - < 2"								
0129855	CENTER CONTRACTING, CORP.	Active	01		\$416.74	\$424.28	\$422.17	\$407.61	\$15,113.27	\$16,784.07
098550	72 PUTNAM STREET FIREL PATERSON, NJ, 07524	Fireline								
0052917	EL MOLINO FOOD, INC.	Active	01		\$424.28	\$424.28	\$422.17	\$407.61	\$15,113.27	\$16,784.07
101888	145 E RAILWAY AVENUE FIREL PATERSON, NJ, 07503	Fireline								
	GREAT FALLS DEV. CORP.	Active	01		\$416.74	\$424.28	\$422.17	\$407.61	\$15,113.27	\$16,784.07
	2 MARKET STREET - PATERSON, NJ, 07501	Small Commercial - < 2"								

Printed: 01/06/2017 3:19:53 pm  
 Company Name: PASSAIC VALLEY WATER COMM  
 Division: PWWC - Paterson  
 Cycle: 01

**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	
0124761	101800	PATERSON COMM. DEVELOPMENT	2 MARKET STREET FIREL	Active Fireline	01		\$528.61	\$521.45	\$518.34	\$511.27	\$18,466.45	\$20,531.12	
0118931	101892	PATERSON, NJ, 07501	MUNICIPAL UTILITY AUTHORITY	Active Municipal	01		\$280.51	\$516.27			\$11,103.92	\$11,900.70	
0041255	102660	JENNIFER RAMIREZ	496 SUMMER STREET - PATERSON, NJ, 07501	Active Residential	01		\$474.23			\$360.49	\$9,940.24	\$10,774.96	
0124657	105482	CENTER CONTRACTING, CORP.	59-61 WARREN STREET FIREL	Active Fireline	01		\$489.14	\$484.34	\$479.59	\$474.89	\$14,743.08	\$16,671.04	
0233821	105492	PATERSON, NJ, 07524	PUTNAM DEVELOPMENT, CORP.	Active Fireline	01		\$325.02	\$321.83	\$316.89	\$316.55	\$14,780.87	\$16,081.95	
0124931	106374	DAVID GRIMALDI, CO.	61-89 1ST AVENUE FIREL	Active Fireline	01		\$520.28	\$515.18	\$510.13	\$506.13	\$17,828.34	\$19,879.06	
0224851	107160	PATERSON, NJ, 07514	19-21 PARK ASSOCIATION, LLC.	Active Commercial - up to 6" mtr	01		\$11,802.84					\$11,802.84	
0198633	113714	AUCTIONS ONLINE, LLC.	759 11TH AVENUE - PATERSON, NJ, 07514	Active Fireline	01		\$500.08	\$485.17	\$490.32	\$485.48	\$13,301.75	\$15,272.80	
0122659	115166	PATERSON, NJ, 07514	ALLEN SUP & LAUND	Active Small Commercial - < 2"	01		\$1,921.89	\$2,049.45	\$2,173.03	\$1,899.19	\$3,950.98	\$12,094.54	
0125343	123244	CENTER CONTRACTING, CORP.	72 PUTNAM STREET FIREL	Active Fireline	01		\$462.59	\$468.04	\$463.28	\$475.52	\$12,083.04	\$13,936.44	
0239163	174556	PATERSON, NJ, 07524	ST. JOSEPH'S REGIONAL MEDICAL	Active Fireline	01		\$599.79	\$593.91	\$688.09	\$682.32	\$8,825.63	\$11,489.74	
0243167	175076	PATERSON, NJ, 07503	LIBERTY ADULT DAY CARE	Active Fireline	01		\$549.35	\$543.97	\$538.63	\$533.35	\$20,708.28	\$22,873.58	
0255489	175148	PATERSON, NJ, 07503	44 BEECH STREET, LLC.	Active Commercial - up to 6" mtr	01		\$18,274.00					\$18,274.00	
0286551	179140	XPERAL	44 BEECH STREET - PATERSON, NJ, 07505	Active Fireline	01		\$526.11	\$337.10	\$425.66	\$6,856.47	\$433.29	\$10,578.63	
<b>Cycle: 01</b>								\$65,980.37	\$44,931.56	\$20,350.79	\$24,804.60	\$432,830.16	\$566,697.46
0189785	159044	MARCAL PAPER COMPANY	1 MARKET STREET - ELMWOOD PARK, NJ, 07407	Active Industrial - 6" and above	05		\$32,660.02	\$34,352.52				\$67,012.54	
<b>Cycle: 05</b>								\$32,660.02	\$34,352.52				\$67,012.54
0122563	090314	ST. JOSEPH'S HOSPITAL	84 GETTY AVENUE - PATERSON, NJ, 07503	Active Commercial - up to 6" mtr	99		\$10,144.41	\$12,814.44	\$15,256.94	\$3,498.43		\$41,512.22	
0236559	174394	ST. JOSEPH'S REGIONAL MED CNTR	703 MAIN STREET - PATERSON, NJ, 07503	Active Commercial - up to 6" mtr	99		\$35,712.12	\$23,924.75				\$59,636.87	
<b>Cycle: 99</b>								\$45,856.53	\$36,539.19	\$15,256.94	\$3,498.43		\$101,149.09
<b>Division: PWWC - Paterson</b>								\$144,496.92	\$115,823.27	\$35,607.73	\$28,301.03	\$432,830.16	\$757,059.11

Printed: 01/06/2017

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Company Name: PASSAIC VALLEY WATER COMM  
Division: PVWC - Prospect Park  
Cycle: 03

### 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
0194389	124536	CARLOS CRADENAS	79 N 12TH STREET - PROSPECT PARK, NJ, 07608	Active Residential	03		\$380.18	\$737.06	\$184.83	\$388.10	\$16,462.88	\$17,384.88
0125383	126162	GEORGE DIMITRIJEVIC	345 N 6TH STREET FIREL PROSPECT PARK, NJ, 07608	Active Fireline	03		\$380.18	\$378.45	\$372.76	\$388.10	\$18,817.85	\$20,316.14
<b>Total Customers: 2</b>							\$380.18	\$1,113.51	\$557.59	\$388.10	\$35,300.64	\$37,701.02
<b>Division: PVWC - Prospect Park</b>							\$380.18	\$1,113.51	\$557.59	\$388.10	\$35,300.64	\$37,701.02
<b>Company: PASSAIC VALLEY WATER COMM</b>							\$224,326.02	\$197,844.87	\$48,421.31	\$43,118.34	\$1,173,437.14	\$1,685,146.88
<b>Grand Total:</b>							\$224,326.02	\$197,844.87	\$48,421.31	\$43,118.34	\$1,173,437.14	\$1,685,146.88

**Safe Drinking Water Act Regulatory Compliance Executive Summary** - Submitted on January 9, 2017

- Lead action level exceedance and 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 - DECEMBER 2016					
	PVWC	HIGH CREST	LODI	NORTH ARLINGTON	POST BROOK
	NJ1605002	NJ1615003	NJ0231001	NJ0239001	NJ1615008
Microbiological Contaminants - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Coliform Detections	1	None	None	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	IN COMPLIANCE (TTHM OEL TRIGGER)	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Disinfection Byproduct Precursors (TOC Removal)	IN COMPLIANCE				
Inorganics Contaminants- General	IN COMPLIANCE				IN COMPLIANCE
Lead	LEAD ACTION LEVEL EXCEEDANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Copper	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Nitrate, mg/L	IN COMPLIANCE PENDING DECEMBER 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 (Min)	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  
12/1/2016**

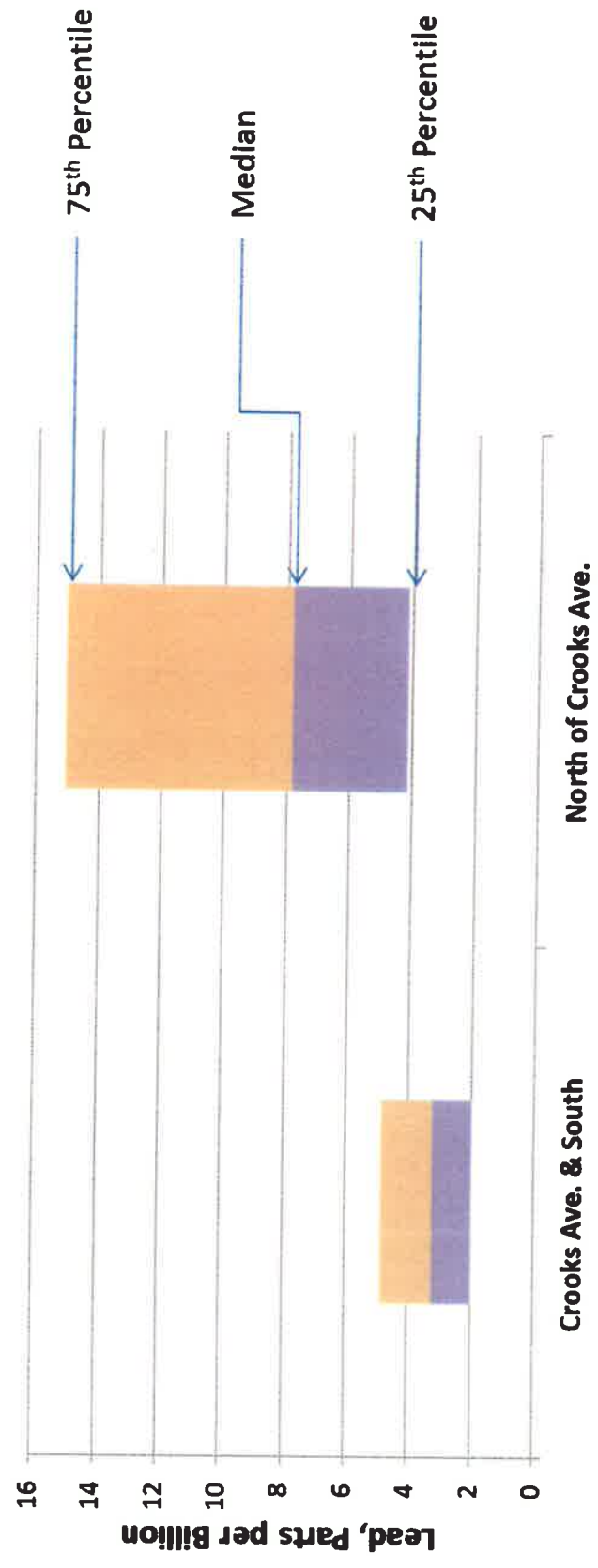
CHEMICALS	LBS USED	\$ /LB	TOTAL COST (\$)	COST/MG
LIQUID FERRIC SULFATE	337891	\$0.202	\$68,290	\$51.99
COAGULANT POLYMER (Clarifloc A-3333P)	2739	\$1.227	\$3,361	\$2.56
MICROSAND	16000	\$0.096	\$1,535	\$1.17
POTASSIUM PERMANGANATE	0	\$2.217	\$0	\$0.00
POLYALUMINUM HYDROXYCHLOROSULFATE (Filter Aid)	33829	\$0.297	\$10,046	\$7.65
LIQUID OXYGEN	159802	\$0.0427	\$6,822	\$5.19
RESIDUAL POLYMER (Clarifloc A-210P)	2696	\$0.780	\$2,103	\$1.60
CORROSION INHIBITOR (Great Notch)	56859	\$0.376	\$21,396	\$16.29
CORROSION INHIBITOR (BOTANY)	6620	\$0.376	\$2,491	\$1.90
CORROSION INHIBITOR (Airport, Ver, Tot)	15608	\$0.376	\$5,873	\$4.47
CORROSION INHIBITOR (Morris County)	144	\$0.376	\$54	\$0.04
	GALS USED	\$ / GALS	TOTAL COST (\$)	COST/MG
RESIDUAL MANAGEMENT (Sludge Hauling+PVSC)	2797000	\$0.093	\$261,380	\$198.98
PVSC SEWER FEES (INCL. TANK #3 DECANT)	cost per month (based on 2014 parameters) =		\$2,708	\$2.06
HYDROGEN PEROXIDE	353	\$1.736	\$613	\$0.47
SODIUM HYDROXIDE (CAUSTIC)	79146	\$1.2900	\$102,098	\$77.72
SULFURIC ACID	24981	\$1.330	\$33,224	\$25.29
15% SODIUM HYPOCHLORITE (PRE)	13581	\$0.639	\$8,678	\$6.61
15% SODIUM HYPOCHLORITE (POST)	27942	\$0.639	\$17,855	\$13.59
(NaOCL) LEVINE RESERVOIR	1788	\$0.639	\$1,142	\$0.87
(NaOCL) NEW ST. RESERVOIR	1941	\$0.639	\$1,240	\$0.94
(NaOCL) GREAT NOTCH RESERVOIR	1056	\$0.639	\$675	\$0.51
(NaOCL) BOTANY	788	\$0.639	\$504	\$0.38
			TOTAL COST	COST/MG
			<b>\$252,521</b>	<b>\$192.24</b>
			<b>\$263,483</b>	<b>\$200.58</b>
			<b>\$27,449</b>	<b>\$20.90</b>
			<b>\$543,453</b>	<b>\$413.71</b>
			<b>1314</b>	

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

\_\_\_\_\_  
DATE

	Treated Area (Crooks Ave. & South)	Untreated Area (North of Crooks Ave.)
Number of Samples	58	56
# Samples 15 ppb or above	3	14
90 <sup>th</sup> Percentile	6.8 ppb Lead	22.0 ppb Lead
75 <sup>th</sup> Percentile	4.9	15.1
Median	3.2	7.8
25 <sup>th</sup> Percentile	2.0	4.1
Number of Non-Detect	2	0

**Fall 2016 - First-Draw Lead Levels at LCR Pool Locations**





COMPTROLLER'S REPORT TO THE BOARD OF  
COMMISSIONERS

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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>10,574.25</u>	<u>69.76</u>
Department Head: Joseph Bella						
Number of Employees: 4						
Total thru Dec	<u>539,084.05</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 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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)
				0.00		0.00
	<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 Dec	<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>
% Change		<u>0.68%</u>		<u>1.95%</u>	<u>(15.53%)</u>	<u>(58.33%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		3,377.93		4,565.93		(1,188.00)
					0.00	0.00
	<u>637,873.16</u>	<u>22,418.52</u>	<u>670,961.20</u>	<u>31,282.95</u>	<u>(33,088.04)</u>	<u>(8,864.43)</u>
Department Head: James Duprey						
Number of Employees:	8		9			
Total thru Dec	<u>637,873.16</u>	<u>22,418.52</u>	<u>670,961.20</u>	<u>31,282.95</u>	<u>(33,088.04)</u>	<u>(8,864.43)</u>
% Change		<u>3.51%</u>		<u>4.66%</u>	<u>(4.93%)</u>	<u>(28.34%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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)
					0.00	0.00
	<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 Dec	<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>
% Change		<u>1.80%</u>		<u>2.16%</u>	<u>2.00%</u>	<u>(15.06%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		14,887.34		10,824.08		4,063.26
					0.00	0.00
	<u>691,570.88</u>	<u>106,778.77</u>	<u>608,699.00</u>	<u>104,826.57</u>	<u>82,871.88</u>	<u>1,952.20</u>
Department Head: Yitzchak Weiss						
Number of Employees: 10			9			
(Billing dept was moved into Accounting)						
Total thru Dec	<u>691,570.88</u>	<u>106,778.77</u>	<u>608,699.00</u>	<u>104,826.57</u>	<u>82,871.88</u>	<u>1,952.20</u>
% Change		<u>15.44%</u>		<u>17.22%</u>	<u>13.61%</u>	<u>1.86%</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		9,368.23		7,480.42		1,887.81
					0.00	0.00
	<u>716,855.95</u>	<u>62,584.51</u>	<u>737,737.00</u>	<u>107,901.37</u>	<u>(20,881.05)</u>	<u>(45,316.86)</u>
Department Head: Andy Bisesi						
Number of Employees:		13		12		
(Billing dept was moved into Accounting)						
Total thru Dec	<u>716,855.95</u>	<u>62,584.51</u>	<u>737,737.00</u>	<u>107,901.37</u>	<u>(20,881.05)</u>	<u>(45,316.86)</u>
% Change		<u>8.73%</u>		<u>14.63%</u>	<u>(2.83%)</u>	<u>(42.00%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		5,094.45		3,482.96		1,611.49
					0.00	0.00
	<u>477,749.23</u>	<u>32,834.07</u>	<u>449,477.60</u>	<u>6,510.86</u>	<u>28,271.63</u>	<u>26,323.21</u>
Department Head: James Gallagher						
Number of Employees: 5 5						
Total thru Dec	<u>477,749.23</u>	<u>32,834.07</u>	<u>449,477.60</u>	<u>6,510.86</u>	<u>28,271.63</u>	<u>26,323.21</u>
% Change		<u>6.87%</u>		<u>1.45%</u>	<u>6.29%</u>	<u>404.30%</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.



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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		16,160.64		13,663.64		2,497.00
December		25,215.53		18,912.62		6,302.91
					0.00	0.00
	<u>965,979.62</u>	<u>187,795.33</u>	<u>860,191.80</u>	<u>194,040.92</u>	<u>105,787.82</u>	<u>(6,245.59)</u>

Department Head: Wendy Simone  
Number of Employees: 15      14

Total thru Dec	<u>965,979.62</u>	<u>187,795.33</u>	<u>860,191.80</u>	<u>194,040.92</u>	# <u>105,787.82</u>	<u>(6,245.59)</u>
% Change		<u>19.44%</u>		<u>22.56%</u>	<u>12.30%</u>	<u>(3.22%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 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		15,008.43		27,422.51		(12,414.08)

832,238.85	160,080.26	798,891.60	176,639.46	33,347.25	(16,559.20)
Department Head: Kevin Byrne					
Number of Employees: 13					
15					

Total thru Dec	832,238.85	160,080.26	798,891.60	176,639.46	#	33,347.25	(16,559.20)
% Change		19.23%		22.11%		4.17%	(9.37%)

\* Note that Annual Salary has been ratably adjusted to 12 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		16,690.66		16,919.44		(228.78)
					0.00	0.00
	<u>3,030,191.37</u>	<u>241,553.26</u>	<u>2,958,584.20</u>	<u>221,811.46</u>	<u>71,607.17</u>	<u>19,741.80</u>
Department Head: Michael Marotta						
Number of Employees: 44 44						
Total thru Dec	<u>3,030,191.37</u>	<u>241,553.26</u>	<u>2,958,584.20</u>	<u>221,811.46</u>	<u>71,607.17</u>	<u>19,741.80</u>
% Change		<u>7.97%</u>		<u>7.50%</u>	<u>2.42%</u>	<u>8.90%</u>

\* Note that Annual Salary has been ratably adjusted to 12 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		107638.2		58,702.40		48,935.80
					0.00	0.00
	<u>3,399,286.70</u>	<u>600,586.91</u>	<u>3,050,138.00</u>	<u>575,749.67</u>	<u>349,148.70</u>	<u>24,837.24</u>
Department Head: Andy Bisesi						
Number of Employees:	53		50			
Total thru Dec	<u>3,399,286.70</u>	<u>600,586.91</u>	<u>3,050,138.00</u>	<u>575,749.67</u>	<u>349,148.70</u>	<u>24,837.24</u>
% Change		<u>17.67%</u>		<u>18.88%</u>	<u>11.45%</u>	<u>4.31%</u>

\* Note that Annual Salary has been ratably adjusted to 12 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		6341.11		6,881.30		(540.19)
					0.00	0.00
	<u>1,229,696.91</u>	<u>62,891.68</u>	<u>1,262,370.20</u>	<u>58,500.28</u>	<u>(32,673.29)</u>	<u>4,391.40</u>
Department Head: David Prantitis						
Number of Employees:	17		17			
Total thru Dec	<u>1,229,696.91</u>	<u>62,891.68</u>	<u>1,262,370.20</u>	<u>58,500.28</u>	<u>(32,673.29)</u>	<u>4,391.40</u>
% Change		<u>5.11%</u>		<u>4.63%</u>	<u>(2.59%)</u>	<u>7.51%</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	2016		2015		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
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		124,925.14		101,747.22		23,177.92
December		203,621.88		157,706.02		45,915.86
	<u>13,022,989.93</u>	<u>1,483,141.65</u>	<u>12,569,554.40</u>	<u>1,488,474.74</u>	<u>453,435.53</u>	<u>(5,333.09)</u>
Number of Employees:	187		180			
Total thru Dec	<u>13,022,989.93</u>	<u>1,483,141.65</u>	<u>12,569,554.40</u>	<u>1,488,474.74</u>	<u>453,435.53</u>	<u>(5,333.09)</u>
% Change		<u>11.39%</u>		<u>11.84%</u>	<u>3.61%</u>	<u>(0.36%)</u>

\* Note that Annual Salary has been ratably adjusted to 12 months.

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

	Total OT	Exec	Legal	Eng	Purch	Acctg	Comm	Personnel	Purif	Pump	Maint	Dist	Lab
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	2,713.61	0.25	-	53.00	3.75	146.00	160.08	52.50	347.55	431.81	340.80	1,075.37	102.50
October	1,867.32	0.25	-	29.50	7.50	145.25	117.57	54.75	313.75	217.50	126.87	748.13	106.25
November	2,639.41	-	-	57.75	3.00	133.75	104.22	52.25	319.25	473.24	302.93	1,099.52	93.50
December	4,405.86	-	-	62.17	-	319.50	198.86	91.00	496.25	330.25	344.94	2,446.39	116.50
	31,548.93	1.25	34.50	429.07	61.00	2,253.58	1,326.88	595.75	3,802.80	3,608.79	4,976.21	13,343.10	1,116.00
Total thru Dec	31,548.93	1.25	34.50	429.07	61.00	2,253.58	1,326.88	595.75	3,802.80	3,608.79	4,976.21	13,343.10	1,116.00
Prior Year MTD Totals	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
Variance Over (Under)	(1,223.57)	1.25	(95.50)	(198.43)	(12.25)	15.24	(929.84)	443.00	(486.23)	(595.66)	316.65	354.20	(36.00)

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 Dec	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
Prior Year MTD Totals	30,684.49	0.50	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
Variance Over (Under)	2,088.01	(0.50)	119.50	253.00	(20.75)	811.83	469.38	91.75	66.79	740.23	(323.62)	(98.35)	26.00



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

	Total OT	Exec	Legal	Eng	Purch	Acctg	Comm	Personnel	Purif	Pump	Maint	Dist	Lab
January	4,319.89	-	-	30.25	6.50	85.75	112.16	4.25	436.25	493.50	562.92	2,501.31	87.00
February	3,392.56	-	-	10.75	6.25	65.50	99.46	3.50	336.00	209.75	803.37	1,738.48	119.50
March	1,750.80	47.00	-	13.50	9.75	71.00	104.25	2.50	336.65	150.50	170.92	753.73	91.00
April	1,983.95	-	-	26.50	8.25	87.50	128.54	5.00	318.75	178.00	191.80	967.11	72.50
May	1,789.48	0.50	-	32.50	5.25	115.25	185.82	19.75	308.00	211.50	102.57	747.59	60.75
June	1,441.26	-	-	11.50	3.25	94.00	138.62	1.25	219.00	226.50	171.76	507.88	67.50
July	3,283.13	0.25	-	28.50	15.25	148.25	234.91	6.00	388.42	583.99	448.60	1,287.96	141.00
August	2,136.37	-	0.50	23.00	9.75	137.25	170.66	1.75	270.00	407.74	422.94	630.78	62.00
September	2,270.01	-	-	47.75	6.75	107.25	127.00	6.75	341.92	266.24	561.82	684.53	120.00
October	2,372.79	-	-	23.00	6.75	146.71	162.62	4.75	301.75	216.50	473.11	956.60	81.00
November	2,394.63	-	-	56.00	4.25	184.30	159.77	3.00	381.50	160.00	466.20	889.86	89.75
December	3,549.62	-	10.00	71.25	12.00	183.75	163.53	2.50	584.00	360.00	607.17	1,421.42	134.00
	30,684.49	47.75	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
Total thru Dec	30,684.49	47.75	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
Prior Year MTD Totals	23,477.10	0.50	(12.25)	456.75	48.75	706.50	952.28	29.50	2,965.08	3,384.00	3,824.71	11,052.57	1,572.77
Variance Over (Under)	7,207.39	47.25	22.75	(82.25)	45.25	720.01	835.06	31.50	1,257.16	80.22	1,158.47	2,034.68	(446.77)

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 Dec	<u>23,477.10</u>	<u>0.50</u>	<u>(12.25)</u>	<u>456.75</u>	<u>48.75</u>	<u>706.50</u>	<u>952.28</u>	<u>29.50</u>	<u>2,965.08</u>	<u>3,384.00</u>	<u>3,824.71</u>	<u>11,052.57</u>	<u>1,572.77</u>

Passaic Valley Water Commission  
 Office of the Comptroller/CFO  
 Self-Insurance Activity Report  
 For the Quarter Ended December 31, 2016

Capital One Bank:		<u>AMOUNT</u>
Opening Balance	10/1/2015	153,167.08
Deposits/Transfers		0.00
Interest Earned		<u>0.00</u>
		153,167.08
Disbursements		<u>5,652.34</u>
Ending Balance		<u>147,514.74</u>

SUMMARY 2016	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL
PERSONAL INJURY	2,500.00	0.00	0.00	0.00	2,500.00
PROPERTY DAMAGE	12,146.74	76,500.00	2,500.00	5,652.34	96,799.08
LITIGATION EXPENSE	0.00	0.00	0.00	0.00	0.00
AUTOMOBILE DAMAGE	0.00	0.00	0.00	0.00	0.00
PROFESSIONAL SERVICES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL:	14,646.74	76,500.00	2,500.00	5,652.34	99,299.08

Respectfully Submitted,  
  
 Yitzchak Weiss  
 Comptroller/CFO

Check #	Vendor #	Payee	Date	Amount	Personal Injury	Property Damage	Litigation	Auto Damage	Prof Services
990680	2623	MARIO & TONI DE F	10/19/2016	1,000.00		1,000.00			
990679	2637	JOSHUA RUBIN	10/19/2016	358.64		358.64			
990678	2623	JENNIFER DE MAIO	10/19/2016	4,293.70		4,293.70			

5,652.34	5,652.34
diff	

**RESOLUTION #17**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: January 18, 2017**

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

COMMISSIONER: \_\_\_\_\_ offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER:

AYES:

Time:

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE	_____	_____	_____	_____
ROBERT VANNOY	_____	_____	_____	_____
IDIDA RODRIGUEZ	_____	_____	_____	_____
DAVID BLUMENTHAL	_____	_____	_____	_____
GERALD FRIEND	_____	_____	_____	_____
RIGO SANCHEZ	_____	_____	_____	_____

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

## **CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 18, 2017.

---

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

OPEN SESSION RESUMED

RESOLUTION(S)

**PASSAIC VALLEY WATER COMMISSION  
RESOLUTION ACKNOWLEDGING GLORIA KOLODZIEJ'S  
HONORABLE SERVICE TO THE PASSAIC VALLEY WATER  
COMMISSION AND THE PEOPLE OF ITS MEMBER CITIES  
DATE OF ADOPTION:**

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

**WHEREAS**, it is with profound sadness that this governing body notes that our dear friend and former colleague, the Honorable Gloria J. Kolodziej, passed away on December 9, 2016 at the age of 77; and

**WHEREAS**, Commissioner Gloria J. Kolodziej was appointed by the Honorable James Anzaldi, Mayor, and the City Council of the City of Clifton, to the Board of Passaic Valley Water Commission on September 7, 2006 and was reappointed by the Mayor and City Council to successive terms, serving as a Commissioner on the Passaic Valley Water Commission until the date of her passing; and

**WHEREAS**, Gloria Kolodziej was a tireless and devoted public servant, and her accomplishments during her many years of public service earned her the respect and admiration of all with whom she came in contact; and

**WHEREAS**, in addition to her serving as President, Vice President, Secretary, and Board member of the Passaic Valley Water Commission, Gloria Kolodziej was active in many fraternal, religious, and philanthropic groups, and was a dedicated organist and singer in several parishes; and

**WHEREAS**, Commissioner Kolodziej's total and unselfish commitment in serving others, has enriched our lives and made Passaic Valley Water Commission a better place for all of us, and her memory will not be forgotten;



Valley Water Commission, honor the memory of Gloria Kolodziej and offer their most sincere condolences to her family, friends, and many colleagues; and

**BE IT FURTHER RESOLVED**, that a true copy of this resolution will be read into and made a permanent part of the Minutes of the January 18, 2017 Public Meeting of the Passaic Valley Water Commission, and will be presented to the surviving children of the late Gloria Kolodziej, as a token of our appreciation for all she did for the betterment of Passaic Valley Water Commission, and also to the Mayors and governing bodies of the Commission's Member Cities.

Dated: January 18, 2017

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RIGO SANCHEZ  
President, Passaic

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GERALD FRIEND  
Treasurer, Clifton

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IDIDA RODRIGUEZ  
Commissioner, Paterson

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DAVID BLUMENTHAL  
Commissioner, Passaic

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JEFFREY LEVINE  
Commissioner, Paterson

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ROBERT VANNOY  
Commissioner, Paterson

**RESOLUTION #17-**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Adopted: January 18, 2017**

INTRODUCED BY COMMISSIONER: \_\_\_\_\_

SECOND BY COMMISSIONER: \_\_\_\_\_

BE IT RESOLVED, That Passaic Valley Water Commission will hold its Regular Public Meeting

On the **Third Wednesday** of every month, with the exception of **September and November**,  
Which will be the second Wednesday of the month; and

BE IT RESOLVED, The public meetings will commence at **12:00 NOON**;

BE IT FURTHER RESOLVED, That Workshop sessions, where deemed necessary, will be

Held as scheduled, with all parties being notified in accordance with law; and

BE IT FURTHER RESOLVED, all meetings will be held at 1525 Main Ave., Clifton, N.J.,

ADOPTED, on call of roll; Ayes: Absent:

**AYE      NAY      ABSTAIN      ABSENT**

**LEVINE, JEFFREY**

\_\_\_\_\_

**VANNOY, ROBERT**

\_\_\_\_\_

**RODRIGUEZ, IDIDA**

\_\_\_\_\_

\_\_\_\_\_

**BLUMENTHAL, DAVID**

\_\_\_\_\_

**FRIEND, GERALD**

\_\_\_\_\_

**SANCHEZ, RIGO**

\_\_\_\_\_

\_\_\_\_\_

**PRESIDENT**

\_\_\_\_\_

**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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 18, 2017.

---

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

**RESOLUTION #17-**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Adopted: January 18, 2017**

INTRODUCED BY COMMISSIONER \_\_\_\_\_;

SECOND BY COMMISSIONER \_\_\_\_\_;

BE IT RESOLVED, That Passaic Valley Water Commission does hereby designate the following Banks and Trust Companies; and their successors or assigns, as official depositories for funds of this Commission:

Capital One Bank	M & T Bank
Crown Bank	Bank of America

BE IT RESOLVED, that in accordance with existing Statute, the following three signatures be designated as the proper officers to execute all warrants for withdrawal of funds of this Commission: the President, Chief Financial Officer, and any other Commissioner serving in a current term:

Hon. David Blumenthal	Hon. Gerald G. Friend
Hon. Jeff Levine	Hon. Idida Rodriguez
Hon. Rigo Sanchez	Hon. Robert Vannoy

BE IT FURTHER RESOLVED, that this resolution shall supersede all prior resolutions of this Commission dealing with the withdrawal of Commission funds; and

BE IT FURTHER RESOLVED ADOPTED, that this resolution shall become effective immediately upon approval by this Commission.

Governing Body			Recorded Vote	
Member:	Aye	Nay	Abstain	Absent
<b>Blumenthal, David</b>				
<b>Friend, Gerald</b>				
<b>Levine, Jeffrey</b>				
<b>Rodriguez, Idida</b>				
<b>Sanchez, Rigo</b>				
<b>Vannoy, Robert</b>				

**This is to certify the within is a true and Correct copy of action taken by the Board of Passaic Valley Water Commission at its Reorganization Meeting held January 18, 2017.**

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**Louis Amodio, Administrative Secretary**

**RESOLUTION #17-  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Date of Adoption:** \_\_\_\_\_

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller/CFO.

Introduced by Commissioner \_\_\_\_\_;

Seconded by Commissioner \_\_\_\_\_.

WHEREAS, claims of payment by Passaic Valley Water Commission should be first submitted to the Board of Commissioners for consideration before payment, and

WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

NOW THEREFORE BE IT RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer has the following authority:

Passaic Valley Water Commission does hereby approve the payment between meetings of the following claims for payment, when the same are presented:

- 1) Payroll obligations and withholdings
- 2) Required payments to the North Jersey District Water Supply Commission
- 3) Real estate taxes
- 4) Banks for investment purposes, transfers, and debt service obligations
- 5) Utility Payments
- 6) Postage
- 7) Insurance Costs
- 8) State of New Jersey – Application Fees, Permit Fees, State Surcharges, DEP Fees and License Fees
- 9) Educational conference and registration fees
- 10) Reissue of lost or mutilated checks after stop payment has been enforced
- 11) Employee benefits
- 12) Payments necessary to all vendors that require compliance with the 2006 Prompt Payment Law, Chapter 96, whereby the Commission shall pay the bill not more than 30 calendar days after the billing date to avoid billable late charges
- 13) Replenishment of escrow funds for police traffic control
- 14) Contract invoices that will be more than 30 days old before the next scheduled Commission meeting
- 15) Employee expense reimbursements
- 16) Police traffic control
- 17) Customer refunds
- 18) Invoices that will be 60 days or older by the next scheduled Commission meeting
- 19) Petty cash funds replenishment
- 20) Settlements/claims authorized by the PVWC Board of Commissioners
- 21) All other bills that require payment outside of Commission meetings must be verbally approved by one Finance Committee member

BE IT FURTHER RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer is hereby authorized and directed to prepare the proper vouchers for payment of the above recited accounts when same is properly presented to him/her for payment, and thereafter said claim shall be transcribed on the next scheduled Bill list to be approved by the Board of Commissioners

\_\_\_\_\_  
(Secretary's Signature)

\_\_\_\_\_  
(Date)

Governing Body

Member:

**Blumenthal, David**

**Friend, Gerald**

**Levine, Jeffrey**

**Rodriguez, Idida**

**Sanchez, Rigo**

**Vannoy, Robert**

Recorded Vote

Abstain

Absent

Aye

Nay

**RESOLUTION #17 -**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Date of Adoption:** \_\_\_\_\_

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller/CFO.

Introduced by Commissioner \_\_\_\_\_;

Seconded by Commissioner \_\_\_\_\_.

**Whereas**, the Passaic Valley Water Commission (hereinafter "PVWC") has funds segregated for Self-Insurance, Meter Deposits, Contingencies, Bond Construction/Project Fund, Renewal and Replacement Reserves, Operating Reserves, Debt Service Reserve and other related funds (collectively, the Funds"); and

**Whereas**, the Funds are invested in authorized investments for time periods of up to one year or deposited into interest/dividend bearing accounts; and

**Whereas**, PVWC is exercising its best efforts to maximize investment returns earned on said funds; and

**Whereas**, the ability to invest with all New Jersey banking institutions covered by the Governmental Unit Deposit Protection Act ("GUDPA"), N.J.S.A. 17:9-41 et seq. does not currently enable PVWC to seek the best possible rates; and

**Whereas**, PVWC has requested and received permission from the New Jersey Division of Investment to invest in short-term municipal debt with an issuer rating of "A" or better for a period of not more than 397 days; and

**Whereas**, the PVWC General Bond Resolution limits the term on certain investments to no more than one year; and

**Whereas**, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to \$5,000,000;

**Now therefore, be it resolved**, by PVWC, in the County of Passaic, New Jersey:

That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies which have (A) a final maturity date that is not longer then 12 months from the date of purchase in the case of any Funds that are subject to the General Bond Resolution and 397 days otherwise and (B) a minimum issuer investment grade rating of "A3" or "A-" by Moody's, Standard and Poor's, or Fitch. A rating of the bonds or notes is not required. The phrase "short term obligations" includes bonds which have a maturity or redemption date of no longer than 12 months from the date of purchase. The PVWC may jointly purchase any such investments with any municipality, county or authority that is authorized to make such investments. The CFO is hereby authorized to seek the assistance of the PVWC's financial advisor and/or bond counsel when making such purchases and is directed to diversify the PVWC's investment in such notes and bonds, so that no more than \$5,000,000 be invested at any time in any one note or bond.

**Record of Commission vote on final passage:**

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Blumenthal, D.</b>	_____	_____	_____	_____
<b>Friend, G.</b>	_____	_____	_____	_____
<b>Levine, J.</b>	_____	_____	_____	_____
<b>Rodriguez, I.</b>	_____	_____	_____	_____
<b>Sanchez, R.</b>	_____	_____	_____	_____
<b>Vannoy, R.</b>	_____	_____	_____	_____
	_____	_____	_____	_____

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

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

**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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 18, 2017.

\_\_\_\_\_  
**LOUIS AMODIO**  
**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**, in accordance with the fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"), Project No. 17-P-8 entitled "Professional Services for Public Auditor" (hereinafter the "Project"), was awarded at the Commission's December 21, 2016 Commission Meeting, as set forth in PVWC Resolution (16-154), a copy of which is on file and available for inspection in the office of PVWC's Administrative Secretary; and

**WHEREAS**, subsequent to the award, it was determined that the previous award of the Project should be vacated, and a copy of a memorandum dated January 5, 2017 from PVWC's Chief Financial Officer, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, as can be seen from the above-referenced PVWC memorandum, the firm of Ferraioli, Wielkotz, Cerullo & Cuva, PA of Pompton Lakes, New Jersey (the "Awardee") was subsequently 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 was the least cost of the proposals received; 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 B; 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 C), 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 D;

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

1. That PVWC hereby vacates the previous award of the Contract, and 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 \$40,500.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to vacate the previous award of the Contract, and to execute the Contract subsequently and hereby awarded to the Awardee set forth hereinabove, 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 January 18, 2017.

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

**PASSAIC VALLEY WATER COMMISSION**

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

**PVWC CHIEF FINANCIAL OFFICER'S  
MEMORANDUM DATED JANUARY 5, 2017**

**EXHIBIT A**

## Duprey, Jim

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**From:** Weiss, Yitz  
**Sent:** Thursday, January 05, 2017 3:58 PM  
**To:** Duprey, Jim  
**Cc:** Bella, Joe; Amodio, Louis  
**Subject:** auditor

Jim, the previous award to Samuel Klein & Company as public auditor will need to be vacated.

Based on discussion and determination made with members of the Finance Committee, it has been determined that the audit for this year be awarded to Ferraioli, Wielkotz, Cerullo & Cuva in an amount not to exceed \$40,500, per their submission. This measure will provide continuity and consistency to existing, ongoing efforts associated with our financial reporting.

Please draft a resolution to that effect.

As always, thank you for your assistance!

Yitz

Yitz Weiss, CPA ☺  
Chief Financial Officer  
Passaic Valley Water Commission  
(973) 340-4328

"Everyopne wants to be great untl it's time to do what greatness requires." - Joshua Metcalf



**PASSAIC VALLEY WATER COMMISSION**

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

**FORM OF AGREEMENT**

**EXHIBIT B**

**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 Ferraioli, Wielkotz, Cerullo & Cuva, PA a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

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 \$40,500.00. 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.

**FERRAIOLI, WIELKOTZ, CERULLO & CUVA**

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 C**

(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'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT D**

# 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 # 17-P-8 – Professional Services for Auditor.  
**(Ferraioli, Wielkocz, Cerullo & Cuva).**

Amount of Project or Contract not to exceed: **\$40,500**

1. Acct #: 001-0901-419.32-01 **BUDGET 2017**

Other Comments: **Professional Services**

Date of Certification: 1/5/2017



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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-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.**

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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**

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	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Alamo Insurance Group 55 Flanagan Way - 3rd Floor Secaucus, New Jersey 07094 877-522-5266 - ext 109 <a href="mailto:alamo@alamoinsurance.net">alamo@alamoinsurance.net</a>		See Attached	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO (Signed no cert) <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC

**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>
<p>Professional Insurance Broker/Consultant Fee.</p> <p><b>RISK MANAGER SERVICES</b></p>	<p><b>No Cost to the Company</b></p> <p>Alamo Insurance Group is compensated by the carrier(s) and/or fund under their standard compensation terms.</p> <p>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.</p> <p>Not To Exceed 4% of Assessment</p>

\*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**

Project # 17-P-12  
Insurance Agent Services

Proposals Received November 3, 2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Anthony S. Cupo Agency 50 Mount Prospect Avenue - Suite 100 Clifton, New Jersey 07013 973-778-7770 <a href="mailto:joe.s@cupo.com">joe.s@cupo.com</a>		See Attached	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Alamo Insurance Group, Inc. 55 Flanagan Way Secaucus, New Jersey 07094 877-552-5266 <a href="mailto:lalamo@alamoinsurance.net">lalamo@alamoinsurance.net</a>		See Attached	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Brown & Brown Metro, LLC 56 Livingston Avenue Roseland, New Jersey 07068 973-549-1000 <a href="mailto:dcinelli@bbmetro.com">dcinelli@bbmetro.com</a>		See Attached	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO (Signed no cert) <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC

**PASSAIC VALLEY WATER COMMISSION**

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

**IDENTIFICATION PAGE**

- A. Name of Firm<sup>(1)</sup> Anthony S. Cupo Agency
- B. Mailing Address of Firm: 50 Mt. Prospect Avenue, Suite 100,  
Clifton, New Jersey 07013
- C. Firm's Primary Contact Person for this Project:
1. Name: Joseph P. Scibona
  2. Telephone Number: 973-778-7770
  3. Facsimile Number: 973-471-9630
  4. E-mail Address: joe.s@cupo.com
- D. Firm's Alternate Contact Person for this Project:
1. Name: David Sgalia
  2. Telephone Number: 973-778-7770
  3. Facsimile Number: 973-471-9630
  4. E-mail Address: dave.s@cupo.com
- E. Contact Information for Firm's Proposed Subcontractor, if any:
1. Name of Subcontractor's Firm: N/A
  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.



October 24, 2016

Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

RE: **Insurance Agent Services for Property, Casualty, Automobile  
and Excess Liability  
Project No. 17-P-12**

Dear Commissioners,

I would like to thank you for the opportunity to submit our proposal to Passaic Valley Water Commission.

Anthony S. Cupo Agency requests a 3% commission for the Joint Insurance Fund (JIF) coverage.

Best regards,



Joseph Scibona  
Vice President



50 MT. PROSPECT AVENUE • SUITE 100 • CLIFTON, NEW JERSEY 07013  
(973) 778-7770 • Fax: (973) 471-9630 • [www.cupo.com](http://www.cupo.com)  
INSURANCE • COMMERCIAL • PERSONAL • BONDS



**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 Planagan 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>
<p style="text-align: center;">Professional Insurance Broker/Consultant Fee.</p> <p><b>INSURANCE AGENT SERVICES FOR PROPERTY, CASUALTY, AUTOMOBILE, AND EXCESS LIABILITY</b></p>	<p style="text-align: center;"><b>No Cost to the Company</b></p> <p>Alamo Insurance Group is compensated by the carrier(s) and/or fund under their standard compensation terms.</p> <p>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.</p>

\*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**

**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**

**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-12 entitled "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (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. There shall be no fees or other forms of compensation to the PROFESSIONAL other than those set forth in the Proposal and agreed to by PVWC.

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 basis of facts set forth by Executive Director, Purchasing, Engineering and Finance Departments.

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

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

**WHEREAS**, on December 20, 2016 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-1 "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

**WHEREAS**, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated December 21, 2016 from the Director of Engineering, and a memorandum dated December 20, 2016 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; 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 bid submitted for this Contract was that of Water Works Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid in the amount of \$140,992.11; 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. 17-B-1 "Furnish and Deliver Water Service Boxes and Roadway Boxes" in the total amount of \$140,992.11 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 17-B-1 as set forth hereinabove.

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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 January 18, 2017.

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

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: December 21, 2016  
To: Hon. Commissioners  
From: J. Bella & J. Duprey  
cc: G. Hanley  
L. Amodio  
L. Beckering  
Re: Contract 17-B-1 "Furnish and Deliver Water Service Boxes and Roadway Boxes "-Two Bids Received December 20, 2016

On December 20, 2016 two (2) bids were received by PVWC for Contract 17-B-1 "Furnish and Deliver Water Service Boxes and Roadway Boxes".

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why a limited number of bids were received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

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

Subject to review and approval by the Law Department, it is recommended that the above-referenced Contract be awarded to the lowest responsible responsive bidder.

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PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 20, 2016

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 17-B-1**  
**Furnish and Deliver Water Service Boxes and Roadway Boxes**

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **Water Works Supply Company, Inc.**, of Pompton Plains, New Jersey, in the amount of **\$140,992.11**.

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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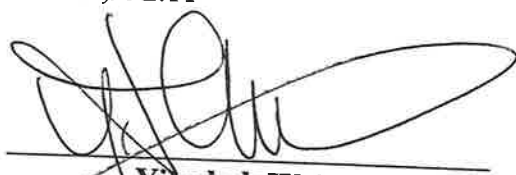
Description of Project or Contract: **17-B-1 Water Works Supply Company, Inc.**

Amount of Project or Contract: \$ 140,992.11  
1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Capital Budget  
2017/2018/2019

Other comments: Two (2) Year Contract Commencing: January 2017  
Furnish and Deliver Water Service Boxes and Roadway Boxes

Date of Certification: 12/20/2016 Certified: \$ 140,992.11

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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Contract 17-B-1  
Water Service Boxes and Roadway Boxes

Bids Received: December 20, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Water Works Supply Company, Inc. 660 Route 23 Pompton Plains, New Jersey 07444 <a href="mailto:craigc@wwscnj.com">craigc@wwscnj.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$140,992.11	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, New Jersey 07470 <a href="mailto:franksalerno@capitolssupplyconstruction.com">franksalerno@capitolssupplyconstruction.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond Not to Exceed \$20,000.00	\$147,843.00  s/b \$149,321.43	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Brent Material Company 325 Columbia Rpk - Suite 308 Florham Park, New Jersey 07932 <a href="mailto:kevinc@brentmaterial.com">kevinc@brentmaterial.com</a>	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
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. 17-B-2 "Liquid Ferric Sulfate"; 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 bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, based on the estimated quantity of 1,000 dry tons, in the amount of \$1,497,000.00; 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. 17-B-2 "Liquid Ferric Sulfate" in the total amount of \$1,497,000.00 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

solicitation for bids made in connection with Contract 17-B-2 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

---

**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 January 18, 2017.

---

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



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 # 17-B-2**  
**Liquid Ferric Sulfate**

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 Kemira Water Solutions, Inc. of Lawrence, Kansas, in the amount of \$1,497,000.00.

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: **17-B-2 - Kemira Water Solutions, Inc.**

Amount of Project or Contract: \$ 1,497,000.00

1. Acct: # 001-1002-421-70-11 Purchases / Chemicals

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

Other comments: One Year Contract Commencing: January 2017  
Liquid Ferric Sulfate

Date of Certification: 12/13/2016 Certified: \$ 1,497,000.00



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:lb

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Contract 17-B-2  
Liquid Ferric Sulfate

Bids Received December 13, 2016

BIDDERS	<b>BID DEPOSIT</b> CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Kemira Water Solutions, Inc. 4321 W. 6th Street Lawrence, Kansas 66049 <a href="mailto:shelly.bart@kemira.com">shelly.bart@kemira.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,497,000/Dry Ton \$1,497,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Pencco 831 Bartlett Road Sealy, Texas 77474 <a href="mailto:sarah@pencco.com">sarah@pencco.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$2,116.00/Dry Ton \$2,116,000.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
USALCO, LLC 2601 Cannery Avenue Baltimore, Maryland 21226 <a href="mailto:adoyle@usalco.com">adoyle@usalco.com</a>	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Chemtrade Chemicals US, LLC 90 E. Halsey Road Parsippany, New Jersey 07054 <a href="mailto:bryno@chemtradelogistics.com">bryno@chemtradelogistics.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$1,649.92/Dry Ton \$1,649,920.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

**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 un-specifiable Services) for Project No. 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station" (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"); and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) and the Fair and Open Process require that notice, with respect to contracts for professional services (or extraordinary un-specifiable 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 un-specifiable services) related to the Project from at least one (1) professional (or provider of

the request for responses for the Project, and a copy of PVWC's memorandum dated January 3, 2017 is attached hereto and made a part hereof as Exhibit "A"; and

**WHEREAS,** based on the said evaluation of each of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Bilow Garrett Group, Architects and Planners, PC of Ridgefield Park, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and their response received November 10, 2016 including subsequent clarifications to same (hereinafter the "Response"), and was the least cost of the proposals received; 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 B; 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 C), 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

**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 \$374,056.00, 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 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**

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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 January 18, 2017.

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**LOUIS AMODIO  
Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 16-P-63  
PROFESSIONAL ARCHITECTURAL SERVICES FOR  
REHABILITATION OF PVWC'S MAIN PUMP STATION,  
SUPERINTENDENT'S BUILDING, AND  
JACKSON AVENUE PUMP STATION**

**PVWC MEMORANDUM DATED JANUARY 3, 2017**

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: January 3, 2017

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella  
G. Hanley  
L. Amodio  
L. Beckering

Re: Request to Award Project No. 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station"

**Summary**

It is recommended that Project No. 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station" (the "Project") be awarded to Bilow Garrett Group, Architects and Planners, PC of Ridgefield Park, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$374,056.00.

**Background**

The requested professional architectural services are for design and services during the bidding and construction phases of the project for rehabilitation of PVWC's Main Pump Station and Superintendent's Building (at PVWC's Little Falls Plant in Totowa, New Jersey), and for rehabilitation of PVWC's Jackson Avenue Pump station (in Wayne, New Jersey); all in accordance with appropriate architectural criteria.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on November 10, 2016 six (6) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project and normalized by PVWC, along with the total points based on PVWC's evaluation of the said responses (including responders' subsequent clarifications to same), are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services was the least cost of the proposals received, and appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

**EVALUATION OF RESPONSES RECEIVED NOVEMBER 10, 2016**

<b>CONSULTANT</b>	<b>TOTAL AMOUNT</b>	<b>TOTAL POINTS<sup>(1)</sup></b>
Bilow Garrett <sup>(2)(8)</sup>	\$374,056	928
De Biasse & Seminara <sup>(3)</sup>	\$376,942	910
Paulus, Sokolowski & Sartor <sup>(4)</sup>	\$399,280	858
The Musial Group <sup>(5)</sup>	\$438,700	768
DRG Architects <sup>(6)</sup>	\$510,745	758
Lorthop Associates <sup>(7)</sup>	\$503,928	688

Notes: (1) Using weighted evaluation criteria set forth in the RFP.

(2) Bilow Garrett Group, Architects and Planners, PC of Ridgefield Park, NJ

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 16-P-63  
PROFESSIONAL ARCHITECTURAL SERVICES FOR  
REHABILITATION OF PVWC'S MAIN PUMP STATION,  
SUPERINTENDENT'S BUILDING, AND  
JACKSON AVENUE PUMP STATION**

**FORM OF AGREEMENT**

**EXHIBIT B**

## 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 Bilow Garrett Group, Architects and Planners, PC, a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 161 Main Street, Ridgefield Park, New Jersey 07660.

WHEREAS, PVWC desires professional architectural services as applicable, to assist PVWC in its efforts related to Project No. 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station" (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 un-specifiable 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 Un-specifiable 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 10, 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 Attachment A to Exhibit B; 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

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 \$374,056.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. 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:

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

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 Director of Engineering, or the General Counsel 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.

**BILOW GARRETT GROUP,  
ARCHITECTS AND PLANNERS, PC**

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. 16-P-63  
PROFESSIONAL ARCHITECTURAL SERVICES FOR  
REHABILITATION OF PVWC'S MAIN PUMP STATION,  
SUPERINTENDENT'S BUILDING, AND  
JACKSON AVENUE PUMP STATION**

**EXHIBIT C**

(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. 16-P-63  
PROFESSIONAL ARCHITECTURAL SERVICES FOR  
REHABILITATION OF PVWC'S MAIN PUMP STATION,  
SUPERINTENDENT'S BUILDING, AND  
JACKSON AVENUE PUMP STATION**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT D**

**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-63 – Professional Services for Architectural Services for Rehab of PVWC's Main Pump Station, Superintendant Building & Jackson Avenue Pump Station. (**Bilow Garrett, Architects & Planners PC**).

Amount of Project or Contract not to exceed: **\$374,056**

1. Acct #: 001-0901-419.95-10 **BUDGET 2017**

Other Comments: **Professional Services**

Date of Certification: 1/5/2017



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

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
PARTICIPATION IN THE WATER RESEARCH  
FOUNDATION (WRF) PROGRAM FOR 2017  
DATE OF ADOPTION:**

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

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

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

**WHEREAS**, Passaic Valley Water Commission ("PVWC") has agreed to participate in Water Research Foundation Program for the one (1) year period ending December 31, 2017, Member 0002756 (the "WRF Program"); and

**WHEREAS**, the program enables the Water Research Foundation to address relevant issues, challenges, and opportunities with a targeted, sustained research effort to collaboratively and directly apply the research effort to challenges that PVWC currently faces, and to clarify and address those issues in a manner that directly benefits PVWC while also strengthening the overall research effort; and

**WHEREAS**, a memorandum dated December 20, 2016 from the Director of Purchasing, along with PVWC's financial certification sheet, and other relevant correspondence pertaining to the Program, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, in recognition of the above, PVWC hereby agrees to make a monetary contribution to the WRF Program in the total amount of \$45,696.00; with the said contribution made directly by PVWC to WRF; and

**WHEREAS**, it is in the best interest of PVWC, its customers and constituent municipalities for PVWC to participate in the above-referenced WRF Program at this time; and

**WHEREAS,** the services to be rendered pursuant hereto constitute professional 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 and made a part hereof in above-referenced Exhibit A;

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

1. That participation in WRF Program for the one(1) year period ending December 31, 2017, with PVWC's monetary contribution in the total amount of \$45,696.00 (made directly by PVWC to WRF), is hereby authorized and approved; and
2. That 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 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 January 18, 2017.

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**LOUIS AMODIO  
Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PARTICIPATION IN THE WATER RESEARCH  
FOUNDATION (WRF) PROGRAM (RF2017)**

**DIRECTOR OF PURCHASING'S MEMORANDUM  
DATED DECEMBER 20, 2016**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**WRF INVOICE NUMBER 7000036149  
DATED NOVEMBER 10, 2016  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: December 20, 2016

FROM: Purchasing Department

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

RE: **Water Research Foundation – Member Number 0002756**

Our 2016 annual membership subscription is due for renewal in the amount of \$45,696.00. (PVWC has been a subscriber since 1991).

The 2017 Program will address relevant issues, challenges and opportunities with a targeted, sustained research effort.

The Finance Department has “Certified the Availability of Funds” (attached).

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: **Water Research Foundation Subscription**

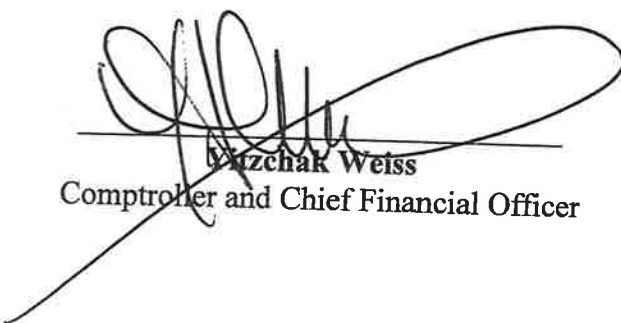
Amount of Project or Contract: \$ 45,696.00

1. Acct: # 001-0901-419-70-33 Membership Affiliations

Specific Appropriation to which expenditures will be charged: Budget 2017

Other comments: One Year - Contract Commencing: January 2017  
2017 Focus Area Program to address relevant issues, challenges  
and opportunities with a targeted, sustained research effort.

Date of Certification: 12/20/2016 Certified: \$ 45,696.00

  
Muzchak Weiss  
Comptroller and Chief Financial Officer

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YW:lb



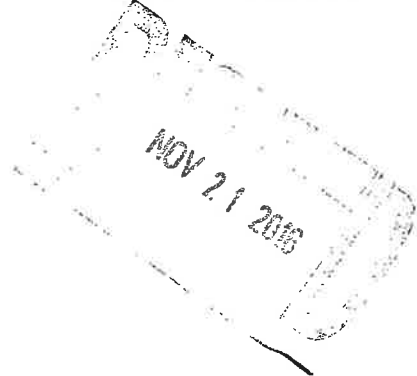


cc = y wress 11-21-16

P 303.347.6100 F 303.730.0851

[www.WaterRF.org](http://www.WaterRF.org)

6666 W. Quincy Ave., Denver CO 80235-3098



November 10, 2016

Mr. Joseph A Bella  
Executive Director  
Passaic Valley Water Commission  
1525 Main Ave  
Clifton, NJ 07011-2139

Dear Mr. Bella,

Thank you for your subscription to the Water Research Foundation (WRF), the world's largest and most respected water research cooperative. June 2016, a rate letter was mailed from the previous Chair of the Water Research Foundation Board of Directors (Board), Denise Kruger, that outlined the new subscription rate structure for drinking water and introduced a new resource recovery (wastewater) subscription program. As the recently appointed Board Chair, I wish to remind you of the important steps the Board has taken to assure sustainable funding of your research collaborative and reflect the One Water research needs of subscribers.

Subscription is now based upon service population and system flow. Enclosed is a copy of the 2017 subscription program worksheet that was submitted to us and the associated subscription invoice. You may request a revised invoice by emailing an updated worksheet to Patricia Schrader at [pschrader@waterrf.org](mailto:pschrader@waterrf.org). If you have any questions regarding your subscription, feel free to reach out to your Regional Liaison (contact information enclosed) or contact John Albert, Subscriber Services Manager, at 303-734-3413 or [jalbert@waterrf.org](mailto:jalbert@waterrf.org).

Your utility directly supports ground breaking and innovative research which has had an impact on the water community for over 50 years. The new WRF subscription program will provide a sustainable foundation for the future of WRF's research to meet our Subscribers' One Water research needs. The Board very much appreciates your investment in a research cooperative dedicated to benefitting you, your staff, and the communities you serve. WRF remains committed to advancing the science of water to protect public health and the environment through the next 50 years and beyond.

Sincerely,

A handwritten signature in cursive script that reads "Charles Murray".

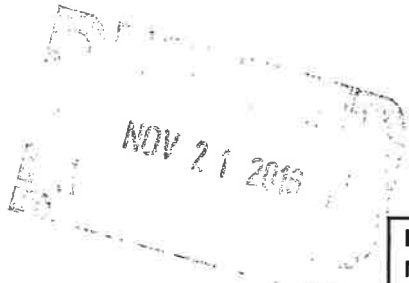
Charles Murray  
Chair, Water Research Foundation Board of Directors

cc : Ms. Linda Pasquariello



2016 Invoice

6666 W Quincy Avenue Denver, CO 80235-3098  
P 303.347.6100 F 303.734.0196  
pschrader@waterrf.org



<b>Date</b> November 10, 2016	
<b>Subscriber Number</b> 0002756	<b>Foundation Tax ID</b> 13-6211384
	<b>Invoice Number</b> 7000036149

Passaic Valley Water Commission  
ATTN: Mr. Joseph A Bella, Executive Director  
1525 Main Ave  
Clifton, NJ 07011-2139

ITEM NO.	DESCRIPTION	AMOUNT
MBRUTILITY	WRFMBR - Utility Membership - 01-Jan-2017 to 31-Dec-2017	\$45,696.00
	<b>Total</b>	<b>\$45,696.00</b>

*Detach and return with payment and completed worksheet in the enclosed envelope*

Please make check payable to: **Water Research Foundation**



6666 W Quincy Avenue Denver, CO 80235-3098  
P 303.347.6100 F 303.734.0196  
pschrader@waterrf.org

Passaic Valley Water Commission  
ATTN: Mr. Joseph A Bella, Executive Director  
1525 Main Ave  
Clifton, NJ 07011-2139

<b>Date</b> November 10, 2016	
<b>Subscriber Number</b> 0002756	<b>Invoice Number</b> 7000036149

<b>Item No.</b> MBRUTILITY	<b>Description</b> WRFMBR - Utility Membership - 01-Jan-2017 to 31-Dec-2017	<b>Amount Due</b> \$45,696.00
<b>Revised Invoice Requested</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Amount Enclosed</b>

NOV 21 2016

Date \_\_\_\_\_

# 2017 UTILITY SUBSCRIPTION PROGRAM

Please fill out all applicable sections to determine your total annual research commitment to the Water Research Foundation's Subscription Program. The Drinking Water & Resource Recovery rate formulas are composed of two components: Flow and Population Served.

## Drinking Water Subscription

**Total Water Produced Per Year:** Total water produced per year is defined as the treated finished water from treatment facilities as the water enters the distribution system, raw water transfers, and any wholesale water purchased over the past twelve months.

\_\_\_\_\_ Total Water Produced Per Year in Million Gallons      × \$1.17=      \$ \_\_\_\_\_

**OR**

\_\_\_\_\_ Total Water Produced Per Year in Acre Feet      × \$0.381=      \$ \_\_\_\_\_

**OR**

\_\_\_\_\_ Total Water Produced Per Year in Million Liters      × \$0.309=      \$ \_\_\_\_\_

**Population Served:** Total number of permanent (more than 60 days per year) individuals served

\_\_\_\_\_ (Population Served - 10,000) × \$0.05 + \$400      \$ \_\_\_\_\_

If population is ≤10,000 only a base charge of \$400 will be applied

**Drinking Water Research Commitment**      \$ \_\_\_\_\_

Maximum Payment: \$561,073 per year  
Minimum Payment: \$1,090 per year

## Resource Recovery (Wastewater) Subscription

**Average Daily Flow:** Average daily flow generated by your service area is defined as the average daily influent flow to treatment facilities and conveyed to others for treatment outside the utility service area over the past twelve months.

\_\_\_\_\_ Average Daily Flow in Million Gallons      × \$83.00=      \$ \_\_\_\_\_

**OR**

\_\_\_\_\_ Average Daily Flow in Million Liters      × \$21.93=      \$ \_\_\_\_\_

**Population Served:** Total number of permanent (more than 60 days per year) individuals served

\_\_\_\_\_ Population Served × \$0.013=      \$ \_\_\_\_\_

**Resource Recovery Research Commitment**      \$ \_\_\_\_\_

Maximum Payment: \$135,000 per year  
Minimum Payment: \$1,500 per year

**Total Annual Research Commitment**      \$ \_\_\_\_\_

for both Water and Resource Recovery  
**(Subscription in USD preferred)**

RECOMMENDATIONS FROM EXECUTIVE CONFERENCE

GOOD AND WELFARE

ADJOURNMENT