

EXECUTIVE DIRECTOR'S REPORT



Executive Director's Report

For the Month

Of

February, 2017

**Joseph A. Bella
March 15, 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,

1. FINANCE AND ACCOUNTING OPERATIONS

The total flow from the Plant decreased from 1,856 million gallons in February, 2016 to 1,167 million gallons in February, 2017, by 689 million gallons. This equals a decrease of 24.6 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to a decrease of \$1,645,625.85 in revenue for the month.

The total flow from the Plant for the prior reporting period of January, 2016, was 1,991 million gallons. The total flow for January, 2017, was 2,230 with an increase of 239 million gallons or 7.7 million gallons per day which is equivalent to an increase of \$570,999.68 in revenue for the month.

2. CUSTOMER SERVICE/DISTRIBUTION OPERATIONS

- Total Customer Service calls for February, 2017, were 10,711; the call-rate abandonment was 8.14 percent for a total of 872 abandoned calls.
- Total Customer Service calls for January, 2017, were 13,157; total call-rate abandonment was 6.70 percent for a total of 882 abandoned calls.
- Year-to-date Customer Service calls for 2017 were 23,868; the total call-rate abandonment year-to-date for 2016 is 7.35 percent (1,754 calls).
- For 2016, total year-to-date Customer Service calls were 120,712; the total call-rate abandonment year-to-date for 2016 is 5.40 percent (6,518 calls).

Distribution Operations

- Good & Welfare – Jeffrey Baig received his T-2 license.
- Work orders for the month of February, 2017, were 980; and, 107 radio reads were installed on large, monthly-commercial accounts.
- Work orders for the month of January, 2017, were 1,198; and, 83 radio reads were installed on large, monthly-commercial accounts.
- Year-to-date work orders in 2016 were 15,924; Year-to-date work orders in 2015 were 14,110
- There were 33 main breaks in February, 2017, and 30 main breaks in February, 2016.
- There were 24 main breaks in January, 2016, and 33 main breaks in January, 2017.
- Year-to-date total main breaks for 2016 were 164
- Year-to-date total main breaks for 2015 were 211.
- Fifty-four Employees worked 1,130 overtime hours in February, 2017.
- Fifty-four Employees worked 1,642 overtime hours in January, 2017.
- Year-to-date overtime hours were 12,966 in 2016, and 12,119 overtime hours in 2015.

3. ENGINEERING DEPARTMENT

Current Projects

- Bids received for Contract 17-B-26 for replacement of approximately 800 lead service lines in PVWC's distribution system are currently being evaluated. A memorandum to request permission to issue a Request for Proposals (RFP) for Project 16-P-64 for professional

services to assist PVWC during the construction phase of this work will be submitted to the Commission for consideration at the March 2017 Commission Meeting.

- Project 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" was awarded at the Commission's December Commission Meeting. The feasibility study portion of the Project is being expedited so that the design and preparation of bid documents for construction can be advertised and issued for public bidding as soon as possible.
- The in-house design of PVWC's new Harrison Avenue replacement tank in Lodi 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 Commission Meeting. Following the said award, a bid protest was filed by one of the bidders. Based on the outcome of the upcoming bid protest hearing, a recommendation concerning award will be submitted to the Commission for consideration at the March 2017 Commission Meeting.
- Project 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building and Jackson Avenue Pump Station". This Project was awarded the Commission at the January 2017 Commission Meeting and the project is currently underway.
- 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 the 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 March 2017), cleaning and lining in Passaic and Clifton (this Contract was advertised (March 14, 2017 is the scheduled date for receipt of bids), and large valve replacement project (to be advertised the end of June 2017).
- 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.

- Issues with the new software remote sites SCADA project are being addressed during the current "parallel operating" phase of the project. The switchover of each remote site to the new SCADA system was completed. However, various problems and other issues (as they arise) will continue to be addressed and resolved. This Contract will enter the contract closeout phase following the Contractor's completion of remaining outstanding contractual obligations. At this time, and notwithstanding numerous difficulties associated with debugging of the new remote sites SCADA system, the SCADA Contract 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 the final determination of the project scope and scheduling of the project 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 2-year period.

- Horizontal Split-Case Pump Rehabilitation Contract: Bid documents are needed to replace the existing valves 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 that 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 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

PVWC's award of Contract 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" was approved at the December 2016 Commission meeting, but requires regulatory approval of PVWC's contract award for the project to continue forward and to maintain PVWC's eligibility for grant monies. Responses to regulatory and grant requirements needed to obtain the said approvals have been forwarded to the appropriate regulatory agencies.

- 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. Under Project 16-P-47 (for professional services for GIS to CIS integration) the consultant continues to assist PVWC capturing 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 anticipated to be completed within the next several months.

- 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 their impact on PVWC facilities.

4. INFORMATION TECHNOLOGY SERVICES

Yitzchak Weiss will report.

5. PLANT OPERATIONS

MAINTENANCE AND CONSTRUCTION

Executive Summary

Maintenance

- Monitor Confined Space Entry at Great Notch Regulator Pit for Spark Electric as part of the SCADA Project.
- Rebuild both 8" GA regulators in the D.A.R.E. building.
- Snow removal in the plant, Clifton, remote stations and reservoirs.
- Replace two (2) failed hot water recirculation pumps in Purification boiler room.
- Replace valve actuator, sump pump and install sump pump alarm in the Crossover Pit.
- Replace sample sink at Nosenzo Pond.
- Replace hose clamps on sodium hypochlorite injection rod at Great Notch Reservoir.
- Replace domestic hot water boiler in Purification boiler room.
- Install new controls on 12" Rollseal regulator in Beverly Rd Pit #1.
- Replace the A/C unit on the CP5600.

LFWTP MAINTENANCE

- Contactors – Demo old SS ozone piping, install new SS ozone piping and bubble test in Contactor #2. Install new Ozone analyzers on Contactor #2 Cells #2 and #6.
- Clarifier – Annual Inspection Clarifier#1. Replace old, install and test new VFD for Clarifier #1 Scraper and Flocculator Mixer.
- Dewatering Station
- Dry Polymer System
- Equalization Basin
- Filters – Modify turbidity meter sample lines on all filters. Clean screens for LOH (Loss of Head) Transmitters inside filters.
- LOX Facility
- Microsand Transfer Tank

- Ozone System
- PACL System
- Raw Water Pumps
- Residual Treatment Facility
- Sand Recirculation Pumps
- Settling Tubes Building
- Travelling Screens
- Trash Rake
- Wash Water Pumps/Transfer
- Wet Well Pumps – Repack Pumps #102 and #104.

Transmission

- Airport Pump Station
- Industrial Pumps – Install vacuum/pressure gauges on all pumps.
- Morris County Pump Station
- Totowa Pump Station
- Transfer Pumps
- Verona Pump Station – Repair leak on outboard cooling line for Pump #3.
- Wanaque Pump Station
- Wanaque South Pump Station

Chemical Feed System

- Replaced the O-rings on the bleeder lines for both Sodium Hypochlorite Pumps at Nosenzo Pond Pump Station.
- Replaced the failed fitting on the rear valve for the discharge line on Sodium Hypochlorite Pump #2 in the plant.
- Replaced the hoses for Corrosion Control Pumps #1, #3, and #4 at Great Notch Reservoir.
- Replaced the suction side gasket on High Crest Lake Sodium Hypochlorite Pump #2.
- Pumped out, cleaned bottom and added new sodium hypochlorite/water to the Sodium Hypochlorite Tank at Nosenzo Pond Pump Station.
- Installed new check valves on Great Notch Sodium Hypochlorite Pump #2.
- Installed new hoses and rollers on Great Notch Corrosion Control Pumps #4 and #5.
- Installed new centimeter tape on the sight tubes for the Botany Pump Station Corrosion Control Tanks.
- Transferred the Sodium Hypochlorite Tote into the Botany Pump Station Tanks.
- Transported and added 25 gallons of sodium hypochlorite to the High Crest Lake Tank.
- Remove and cleaned the suction side check valve on Ferric Pump #5.
- Installed new water feed manifold for the analyzer at Hepburn Rd.
- Transported 5,000 gallons of corrosion control to Great Notch Reservoir, Botany and Burhas Ave Pump Stations for the month.

Distribution/Remote Facilities

- Point View

- Nosenzo Pond
- Burhan's Ave PS
- High Crest Public Water System
- Bloomingdale/Riverdale/Mathews Avenue Pump Station – Replace emergency ASCO on Bloomindale Pump #2.
- Great Notch Facilities – Clean 48" flowmeter weekly.
- Dixon Ave
- Garret Heights Pump Station – Replace the pilot controls on the 4" GA.
- Lodi
- New Street Pump Station
- Levine Reservoir – Clean and flush (pine needles) sample pump lines for instruments.
- Lincoln Park PS – Replace drain line.
- Botany Pump Station
- Pressure Regulators/Air Release Valve
- Sunset Pit
 - Prospect Park Pump Station
 - Hepburn Rd.
 - Jackson Ave Pump Station – Run Pump #5 filling Point View Reservoir when possible.
 - East Side Pump Station
 - Great Falls
 - Redwood Ave Pump Station
 - Manchester

WATER QUALITY AND TREATMENT OPERATIONS

LFWTP performance for February 1 - 28, 2017:

- All LFWTP treatment regulatory requirements were met in February 2017.
- All LFWTP chemical disinfection requirements were met in February 2017.
- Potassium permanganate was not used for source water treatment in February 2017.
- 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 February.
- Filtration:
 1. There were no regulatory violations in February for either individual filter effluent or combined filter effluent.
 2. The maximum CFE turbidity in February was 0.05ntu.
- Residual disinfection with chlorine:
 1. There were no regulatory violations for the chlorine residual concentrations.
 2. The target residual in February was 2.0 – 2.2mg/L (1.6 to 2.3 mg/L). The range during February for CFE chlorine residual was 1.27 – 2.98mg/L.

- Finished water (LFWTP) pH:
 1. Finished water pH was usually within the target range of 7.8 to 8.2, and was always between 8.3 – 7.5.

LFWTP Treatment Processes:

- A-2 filter: out of service (influent valve needs to be replaced).
- Quotes: Nitrogen Feed System for generator system is being developed. (Black & Veatch) and (Fin-Tek).
- Contactor 1 replacing the ozone piping to SS.
- Annual inspections are being performed on all the Actiflo trains.

Remote Chemical Feed Stations:

- All remote station chlorine disinfection requirements were met in February 2017.

Distribution Systems:

Consultant Projects:

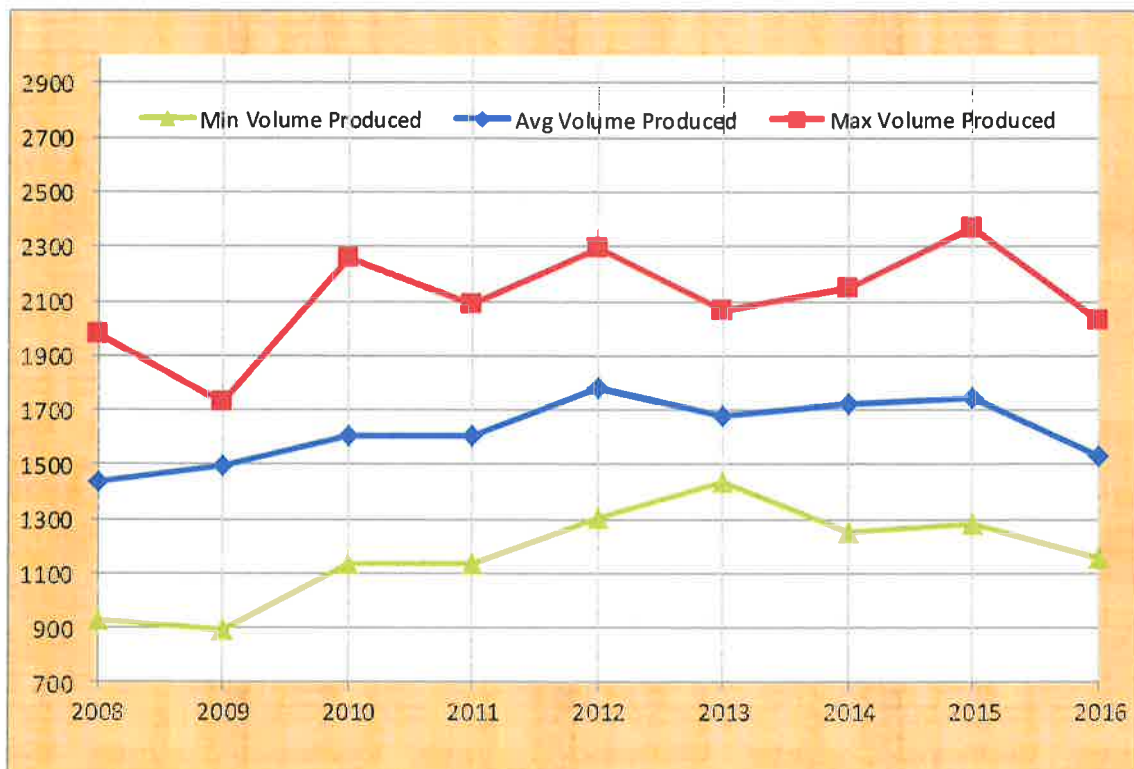
- A. Treatment Process Optimization (Black & Veatch):
 - a. Developing a Nitrogen Feed system for our Ozone Generators
- B. Residuals Process Optimization (Environmental Engineering & Technology, Inc.)
- C. Ozone System Optimization (Process Applications Inc.)
 - a. Glen is working on a presentation on how Cypto will affect the ozone disinfection if PVWC falls into Bin 2.
- 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 > 1 hour:

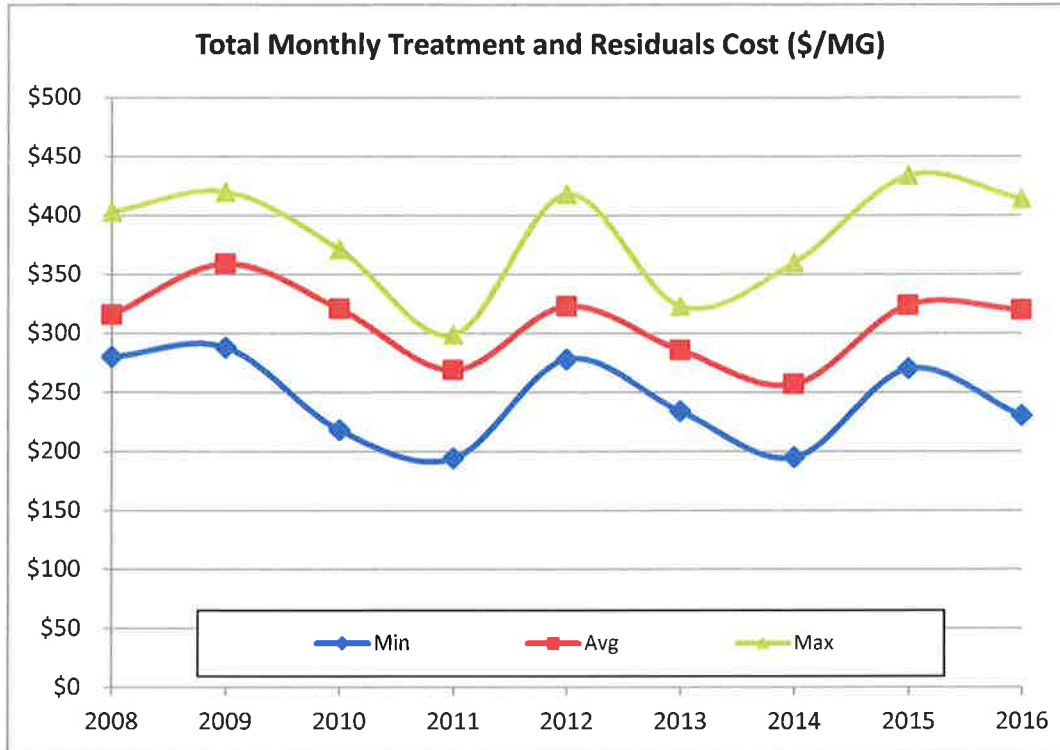
Week Starting Date	Standby OT Hours	Emergency OT Hours
01/29/17	13.0	20.50
02/05/17	13.0	82.50
02/12/17	13.0	66.50
02/19/17	18.0	65.00
02/26/17	13.0	38.50
Total hours:	70.0	273.00

Cost Factors:

2017 Monthly Data:					
Month	Total Volume Produced (MG)	Total Water Treatment Cost	Residuals Treatment & Disposal Cost	Total Monthly Cost*	Cost per MG
January 2017	1297	\$230,644	\$193,281	\$454,780	\$350.59
February 2017	1167	\$205,798	\$191,718	\$402,494	\$344.84
March 2017					
April 2017					
May 2017					
June 2017					
July 2017					
August 2017					
September 2017					
October 2017					
November 2017					
December 2017					

Min, Max and Avg Volumes Produced (MG) from 2008-2016





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

*February 2017 cost totals include preliminary estimates for the costs Levine Reservoir, New St. Reservoir, Great Notch Reservoir, and Botany Pump Station.

WTP Shutdowns:

- 02/01/17 – Plant Shutdown for 20 minutes due to Ambient Ozone Monitor. Draining of Contactor 1.
- 02/24/17 – Plant Shutdown for 1:30minutes due to CP5600 shutdown.

Safe Drinking Water Act Regulatory Compliance Executive Summary

- Lead public education completed 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.
- Ongoing manganese exceedance in the Post Brook system.

SAFE DRINKING WATER ACT REGULATORY COMPLIANCE OVERVIEW - FEBRUARY 2017					
	PVWC	HIGH CREST	LODI	NORTH ARLINGTON	POST BROOK
	NJ1605002	NJ1616003	NJ0231001	NJ0239001	NJ1616008
Microbiological Contaminants - status	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE	IN COMPLIANCE
Coliform Detections	None	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	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				IN COMPLIANCE
Radiological Contaminants	IN COMPLIANCE				IN COMPLIANCE
Secondary Contaminants - General	IN COMPLIANCE (NOTE: 1ST QTR ODOR EXCEEDS OPTIMUM RANGE)				IN COMPLIANCE EXCEPT FOR: CHLORIDE, HARDNESS AND TOTAL DISSOLVED SOLIDS
Secondary Manganese (Mn)	IN COMPLIANCE		IN COMPLIANCE	IN COMPLIANCE	OUT OF COMPLIANCE ONGOING EXCEEDANCE
Secondary Sodium	OUT OF COMPLIANCE ONGOING EXCEEDANCE				IN COMPLIANCE
Volatile Organic Compounds	IN COMPLIANCE				IN COMPLIANCE
Synthetic Organic Compounds	2011-2013 WAIVER				2011-2013 WAIVER

Compliance Issues by system:

- Main System:
 - Lead public education and State certification in response to the lead action level exceedance for the Jul-Dec 2016 monitoring period completed.
 - Ongoing exceedance of the NJ recommended upper limit (RUL) for sodium.
 - Administrative Consent Order with 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.
- 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 February 2017.
- All samples collected in February in the PVWC main system, High Crest, Lodi, North Arlington and Post Brook water systems were absent for total coliform and absent for *E. coli*.

Lead and Copper Rule

- Lead public education was completed and certified to the State in response to the lead action level exceedance incurred in the PVWC main system during the July 1 – December 31, 2016 monitoring period. Additional corrective actions such as water quality parameter monitoring, source water monitoring and lead service line replacement are also being conducted. The copper levels were below the EPA copper action level.
- 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 – September 2018.

Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

- February 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)

- Required fourth quarter monitoring for all PVWC systems was completed during the first week of February. All systems are in compliance with Stage-2 DBPR total trihalomethane and haloacetic acid levels for the first quarter of 2017.
- The next Stage 2 DBPR sampling event (Qtr-2 2017) is scheduled to be completed in May of 2017.
- The Post Brook water system is on an annual monitoring schedule, next due for monitoring in August 2017.

Consumer Confidence Report (CCR)

- Work continues on preparing the 2017 CCR. This report will provide water quality data observed during monitoring occurring in 2016. CCRs will be mailed out to all customers and posted on the PVWC website before the end of June.

Safe Drinking Water Act regulatory compliance summary for February 2017:

FEBRUARY 2017 SDWA REG COMPL SUMMARY	MCL, RUL, TT or AL	PVWC NJ1605002	HIGH CREST NJ1616003	LODI NJ0231001	NORTH ARLINGTON NJ0239001	POST BROOK NJ1615005
REVISED Total Coliform Rule (RTCR) - status	TT: Positive Coliform and E. coli triggers for Level 1 and 2 Assessments. E. coli MCL: Based on number of E. coli RT and/or RP positives.	In Compliance (207 samples)	In Compliance (4 samples)	In Compliance (44 samples)	In Compliance (40 samples)	In Compliance (4 samples)
RTCR-Positive coliform		0	0	0	0	0
RTCR-Positive E. coli		None	None	None	None	None
Stage 2 DBPR-TTHM - status	80 ug/L, RAA, LRAA	In Compliance	In Compliance	In Compliance	In Compliance	In Compliance
Stage 2 DBPR-TTHM LRAA, ppb		1st-Qtr 2017 LRAA Range 34-51	4th-Qtr 2016 LRAA = 76	1st-Qtr 2017-LRAA Range 42-61	1st-Qtr 2017 LRAA Range 38-43	Stage 2 Annual Result = 19
Stage 2 DBPR-HAA5 - status	80 ug/L, RAA, LRAA	In Compliance	In Compliance	In Compliance	In Compliance	In Compliance
Stage 2 DBPR-HAA5, LRAA, ppb		1st-Qtr 2017 LRAA Range 19-28	1st-Qtr 2017 LRAA = 38	1st-Qtr 2017 LRAA Range 22-29	1st-Qtr 2017 LRAA Range 24-28	Stage 2 Annual Result = 5 (August 2016)
Stage 2 DBPR-OPERATIONAL EVALUATION TRIGGER	TTHM >80 ug/L; HAA5 >80 ug/L	Not Triggered	Not Triggered	Not Triggered	Not Triggered	
Inorganics - status	Fed-NJ DWS	In Compliance				In Compliance - (July 2016)
Nitrate, mg/L	10 mg/L	In Compliance (2.48)				In Compliance (<0.5 July 2016)
Secondary (except Fe, Mn and Na)	Fed-NJ DWS	In Compliance (1st-Qtr 2017 odor result = 12 exceeds the optimal range of 3).				Annual (July) 2016 RULs Exceeded: Chloride 325 mg/L (RUL=250mg/L), Hardness 560 mg/L (RUL=250mg/L), and TDS 747 mg/L (RUL=500mg/L).
Secondary Fe - status	0.3 mg/L Annual Avg.	In Compliance		In Compliance	In Compliance	In Compliance
Secondary Fe, Annual Average, mg/L		<0.1		<0.1	<0.1	<0.1 (July 2016)
Secondary Fe, Monthly Result, mg/L		<0.1		<0.1	<0.1	
Secondary Manganese - status	0.05 mg/L Annual Avg. (0.10 mg/L for Post Brook)	In Compliance		In Compliance	In Compliance	Out of Compliance Ongoing Exceedance
Secondary Mn, Annual Average, mg/L		0.0052		0.00259	0.002	0.280 mg/L (2017-19 Avg)
Secondary Mn Monthly Result, mg/L		0.00313		0.0033	0.00108	0.280 mg/L
Secondary Sodium	50 mg/L RAA	PVWC NJ1605002 SODIUM OUT OF COMPLIANCE. Ongoing exceedance. January 2017 Results = 126.5 and 128 mg/L; February 2017 Result = 124.5. Preliminary Qtr-1 Results: Avg = 127 mg/L and Preliminary RAA = 104 mg/L.				In Compliance (32.7 mg/L July 2016)
Lead	AL = 90th Percentile >0.015mg/L	LEAD ACTION LEVEL EXCEEDANCE Jul - Dec 2016 90th Percentile = 0.01796 mg/L	In Compliance Jun-Sep 2015 90th percentile = 0.00346 mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.00267 mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.00375 mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.00303 mg/L (Next due 2018)
Copper	AL = 90th Percentile >1.3mg/L	In Compliance Jul - Dec 2016 90th Percentile = 0.07913 mg/L	In Compliance Jun-Sep 2015 90th percentile = 0.1119mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.07857mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.128mg/L (Next due 2018)	In Compliance Jun-Sep 2015 90th percentile = 0.2297 mg/L (Next due 2018)
Radiological Compounds - status	Fed-NJ DWS	In Compliance (Next due 2023)				In Compliance (Next due 2021)
Volatile Organic Compounds -status	Fed-NJ DWS	In Compliance				In Compliance (July 2016)
Disinfection Byproduct Precursors (TOC Removal)	RAA Removal Ratio ≥1	PVWC Main System = In Compliance Pending completion of March Results. Qtr-1 2017 Results: Average % TOC Removal Qtr-1 2017: January = 63.2%; February = 64.2%; March = xx.x%. Monthly Removal Ratio: January = 1.81, February = 1.71, March = xxx. Running Annual Average (RAA) Preliminary Qtr-1 2017 = 1.70.				
Bromate	10 ug/L RAA	In Compliance (<5)				
Asbestos	7x10 ⁸ fibers/L > 10µm	In Compliance	In Compliance (2011-2019 Waiver)	In Compliance (2011-2019 Waiver)	In Compliance (2011-2019 Waiver)	In Compliance (2011-2019 Waiver)

PURCHASING

Contracts

Contract # 17-B-3 Bituminous Materials Went Back Out For Re-Bid Because of a Clarification in Their Bid Spec.

Bids Received

Contract # 17-B-4 Flocculation Aid Dry Polymer, One Bid Was Received By Polydyne Of Riceboro Georgia, \$275,730.00

Contract # 17-B-5 Furnish & Deliver Make-Up Filter Media, Two Bids Were Received & the Apparent Low Bidder Is Prominent Systems Of Houston Tx, \$411,070.00

Contract # 17-B-6 Roll-Off Container-Trash Removal Services, Three Bids Were Received & the Apparent low Bidder Is Inter-State Waste Of Teaneck NJ, \$78,900.00

Contract # 17-B-9 Corrosion Inhibitor, Three Bids Were Received & the Apparent low Bidder Is Carus Corp Of Peru IL, \$715,616.00

Contract # 17-B-26 Lead Service Line Replacement Clifton, Passaic, Paterson & Prospect Park NJ, Eight Bids Were Received & The Apparent low Bidder is Reivax Contracting Of Newark NJ, \$3,093,000.00

Contracts Out For Bid

Contract 17-B-19 Water Main Cleaning & Lining Clifton & Passaic NJ New Bid Date By Addenda March 14, 2017

Contract 17-B-7 Electronic Payment System Including Credit Cards New Bid Date By Addenda March 28, 2017

Note: Contract 17-B-4 Flocculation Aid Dry Polymer, The One Bid Received Was \$ 96,051.00 Less Than The Last Contract

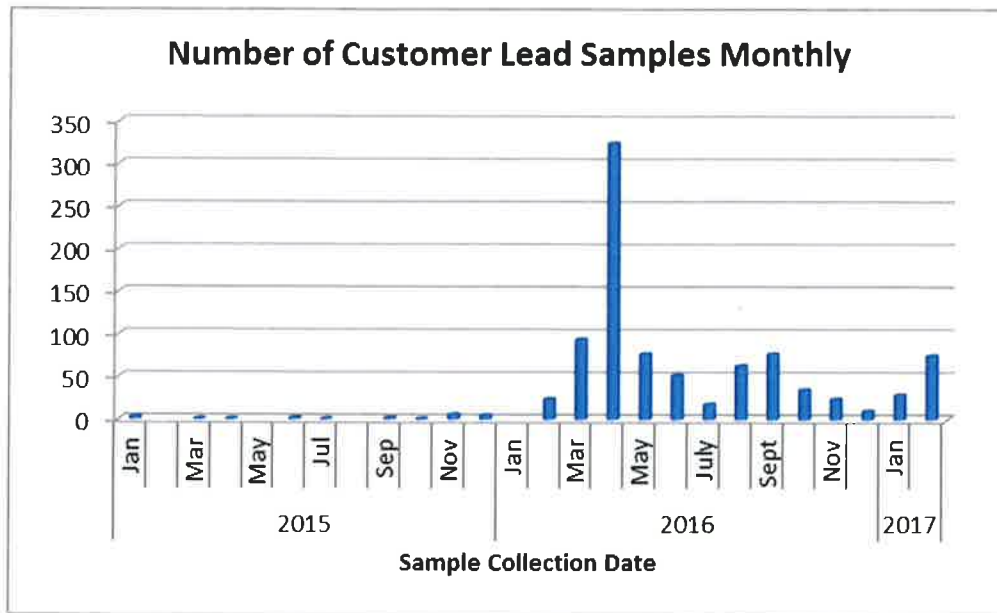
State Contract Purchases

(30) Thirty Surface Pro 4 Core *Ml* 1280 With Covers & Protective Sleeves \$35,495.40 State Contract # 40166

ADDENDUM

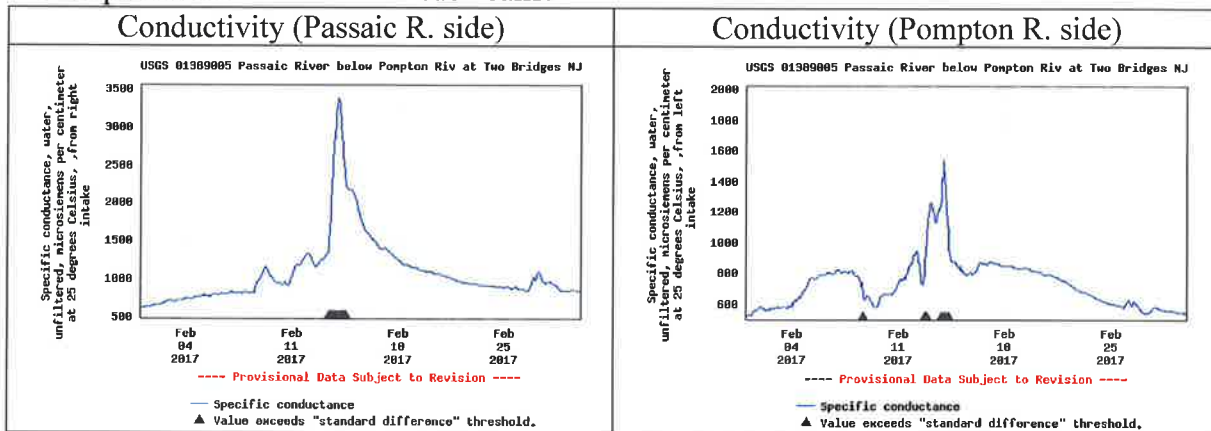
1. Customer-Requested Lead Testing

Consumer interest in tap-water lead contamination continued its recent increase, possibly due to public education following our recent Action-Level Exceedance for the second half of 2016. The number of customer requests in February was about as high as any month since the large surge April of 2016, soon after PVWC launched its free customer lead testing program.



2. Conductivity / Salt

During the winter months the salting of roads in our watershed area leads to rapid increases in dissolved salt in river water leading to our plant intake. We have observed in the past that when conductivity spikes above 2500 microsiemens/cm, we may experience an increase in customer calls due to a salty / metallic taste in the water. So far during this winter we have not experienced an increase in such calls.

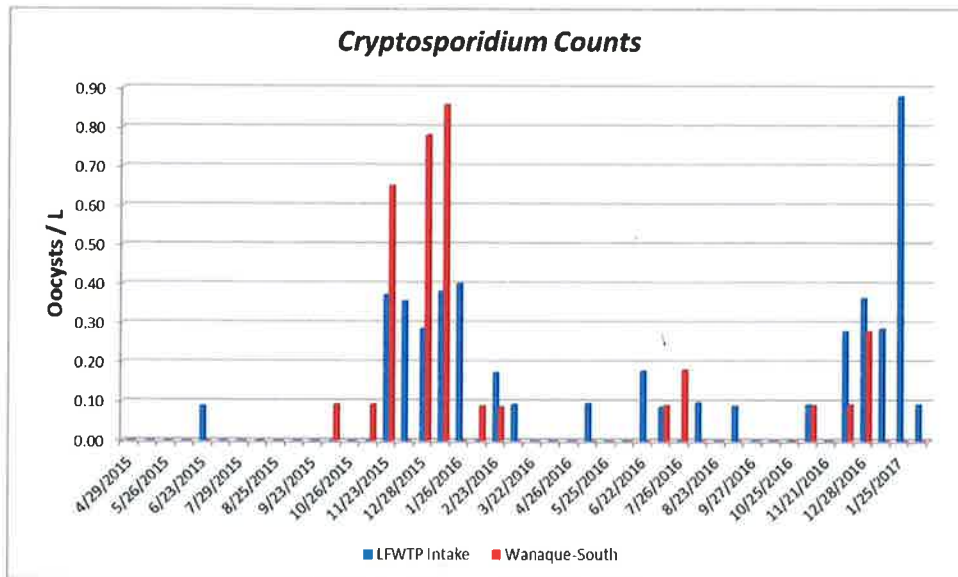


3. Long-Term-2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

We have results now from the first 44 of the required 48 bi-monthly samples in this EPA-mandated 24-month *Cryptosporidium* testing program. Our regulatory compliance average at this point will put us into the “Bin 2” classification. We will remain in Bin 2 classification for the remainder of this program even if the remaining 4 samples are non-detect for *Crypto*. In response to this classification we will be compelled to propose to the State a program for *Crypto* removal/inactivation by October, 2017.

The current average at our Pompton River alternative intake shows the same seasonal pattern as our Passaic River intake results, but the statistical average is somewhat lower, at 0.077 oocysts/L (vs. 0.107 for our Passaic River intake). If the remaining four samples taken at the Pompton intake are non-detect for *Crypto*, or close to it, we may wind up with a Bin 1 classification for that intake.

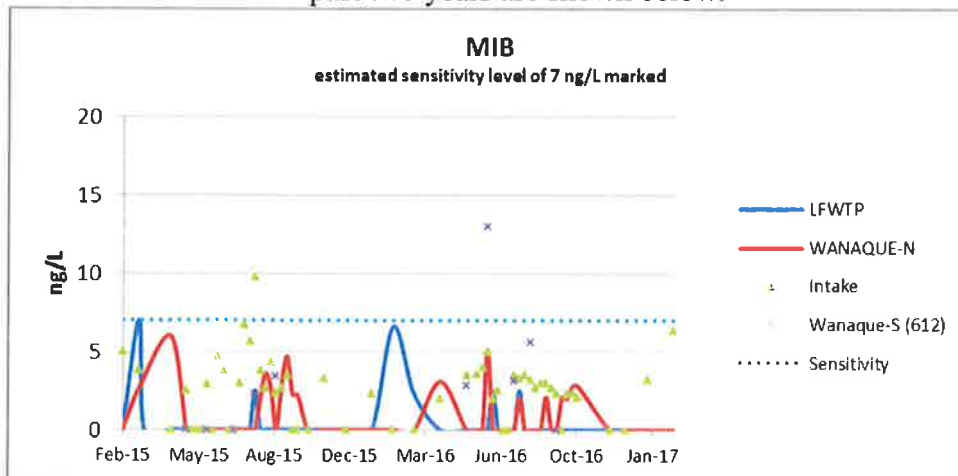
Sampling will continue into April, 2017. *Giardia* (not counted towards compliance) has also been observed in our source water at levels slightly above the method detection limit of 0.095 cysts/L.

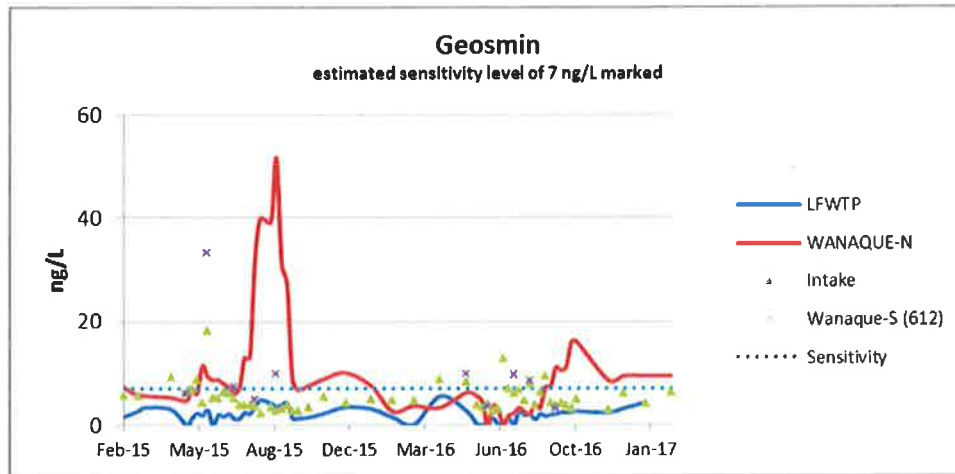


4. **MIB/Geosmin Trends – February 2015 to Present**

Weekly sampling May – September; Monthly sampling October – April

MIB and Geosmin trends for the past two years are shown below.





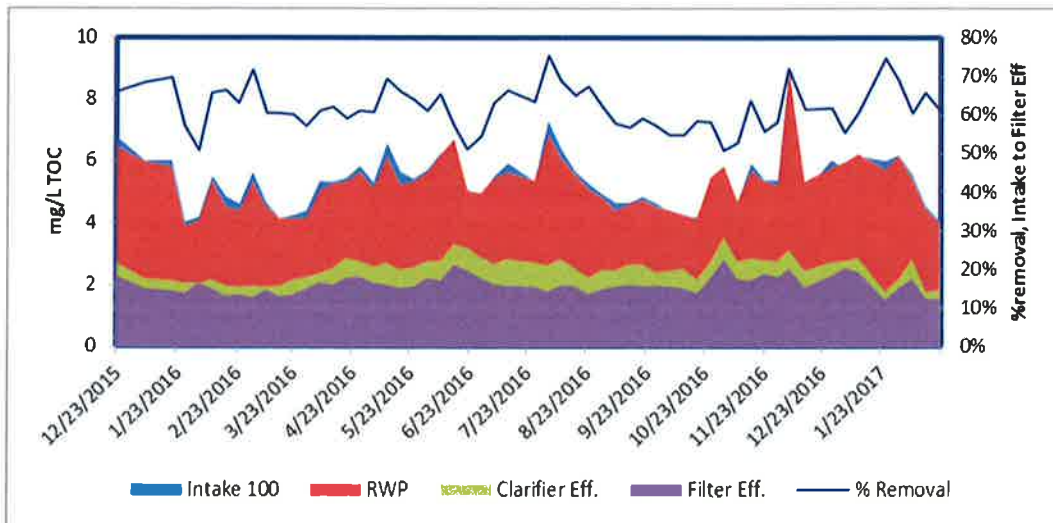
5. **Caldwell Trucking**

The results from the most recent Caldwell Trucking report (their January sampling) are shown below with comparison to the report immediately previous. As confirmation of the GWTT results reported to us, we perform quarterly sampling at our location STRMS-104B, on the Passaic River at the Deepavaal Brook confluence, where we usually detect diminished quantities of some of the analytes reported by GWTT. The most recent results from that sampling (December 22) are also shown in the table below. Trace amounts ($<0.5 \mu\text{g/L}$) of two of these compounds (*cis*-1,2-dichloroethene and trichloroethene) were observable in our Little Falls plant intake at our most recent sampling there in February.

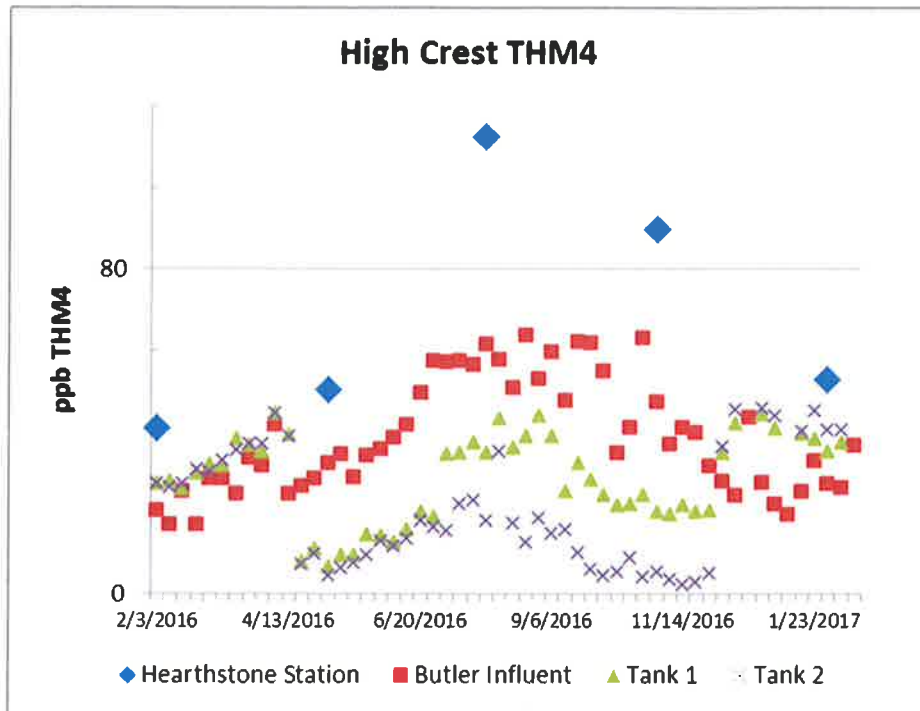
	GWTT (Brook downstream of tributary)		Quarterly PVWC Sampling, Passaic R. at Deepavaal Brook	NJ MCL for Drinking Water
	<i>Dec 5</i>	<i>Jan 9</i>	<i>Dec 22</i>	
chloroform	0.3 $\mu\text{g/L}$	$<0.1 \mu\text{g/L}$	$<0.5 \mu\text{g/L}$	(included in <i>THM4</i>)
<i>cis</i> -1,2- dichloroethene	30	9	3	70 $\mu\text{g/L}$
1,1-dichloroethane	1.9	0.5	<0.5	50
1,1-dichloroethene	1.9	0.6	<0.5	2
tetrachloroethene	3.7	2.7	2	1
1,1,1- trichloroethane	6.6	2.2	<0.5	30
trichloroethene	40	11	<0.5	1
MTBE	<0.2	<0.2	<0.5	70
vinyl chloride	0.7	0.4	<0.5	2

6. **TOC Removal – Intake/RWP, Clarifier Effluent, and Filter Effluent – February 2016 to date:** The Little Falls plant continues to achieve excellent organics removal for treated water, well above regulatory requirements (typically 35-45%), as shown in the trends below.

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



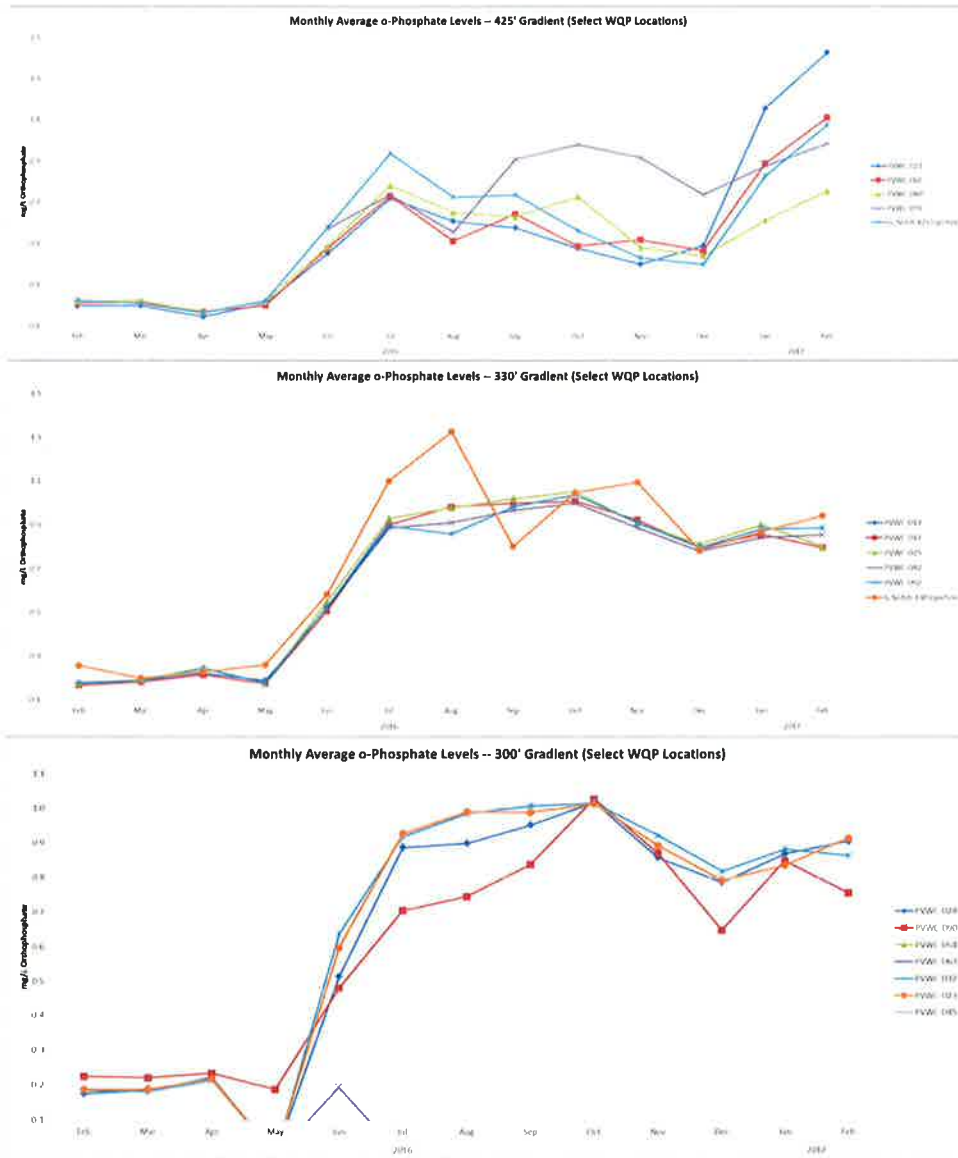
7. **High Crest THM Removal**
 The normal effect of the scheduled seasonal shutdown on our tank recirculation system is evident in the THM levels shown below, with the levels rising slightly to match the incoming Butler water. Results from the five most recent regulatory samples at the Hearthstone sampling station are also shown below. The Operational Evaluation prompted by our elevated August and November readings was submitted to the State as required. Our most recent compliance sample was taken on February 1, the results of which were low enough to keep our running annual average below the regulatory limit.



8. **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 February, 2017. The levels in the 425 gradient are somewhat more variable due to flowmeter issues at the dosing point; levels in the 330 gradient are more consistent. Phosphate levels in the 300 gradient, where they are measurable, tend to correlate with 330 gradient levels.

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

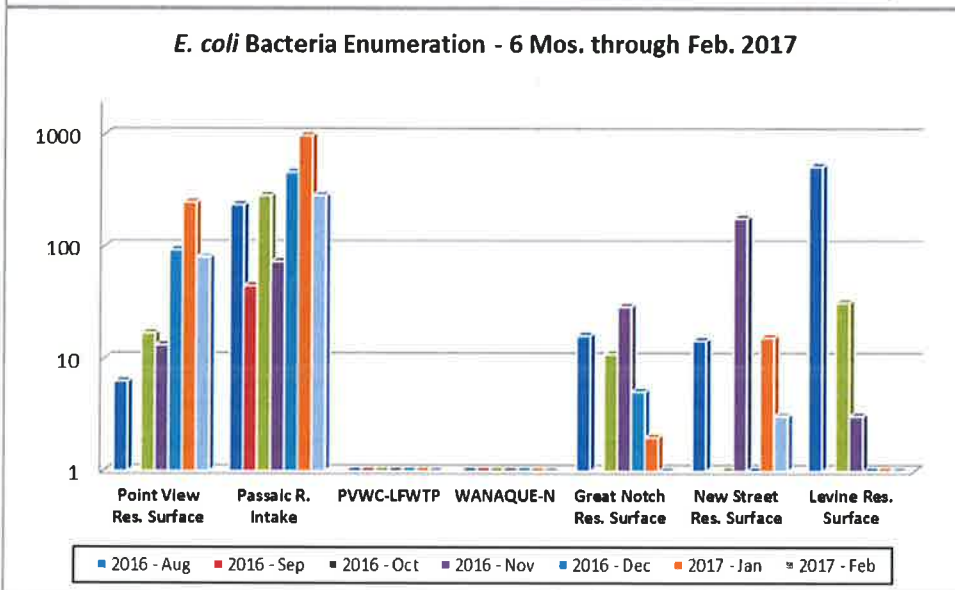
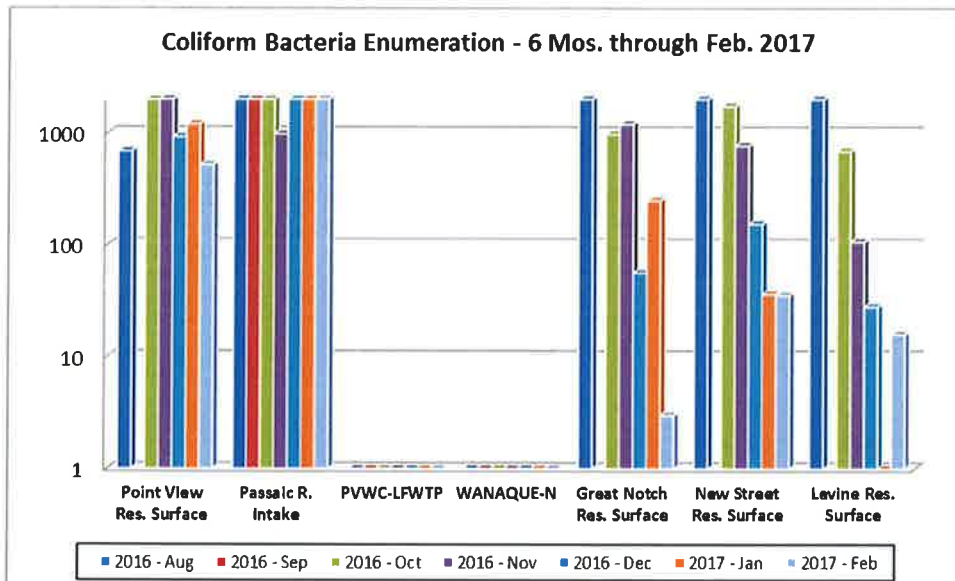


9.

Coliform Profiling

Our continuing profiles of coliform bacteria including *E. coli* reveal how bacteria present in raw water are removed in 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 this effect is diminished somewhat as would be expected, but it does not disappear.

The following charts depict these monthly studies for the six-month period ending February, 2017, for Total Coliform and *E. coli* enumerations.



10. **Laboratory Revenue**
Billing for January, 2017: \$6,185.00

11. **Time Summary (1/29 – 2/25/2017)**

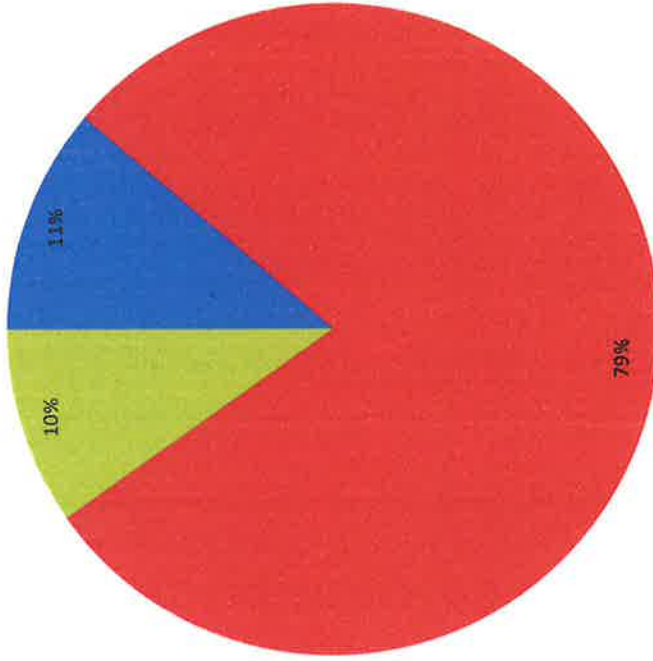
Category	Regular	Standby	OT	Sick	Absent (Vac, Jury, etc.)	No Pay
Total Hours	2133	9	76	62	137	0

mlp

Attachments (8)

February 2017

10,711 Calls



■ Transferred - 1,002

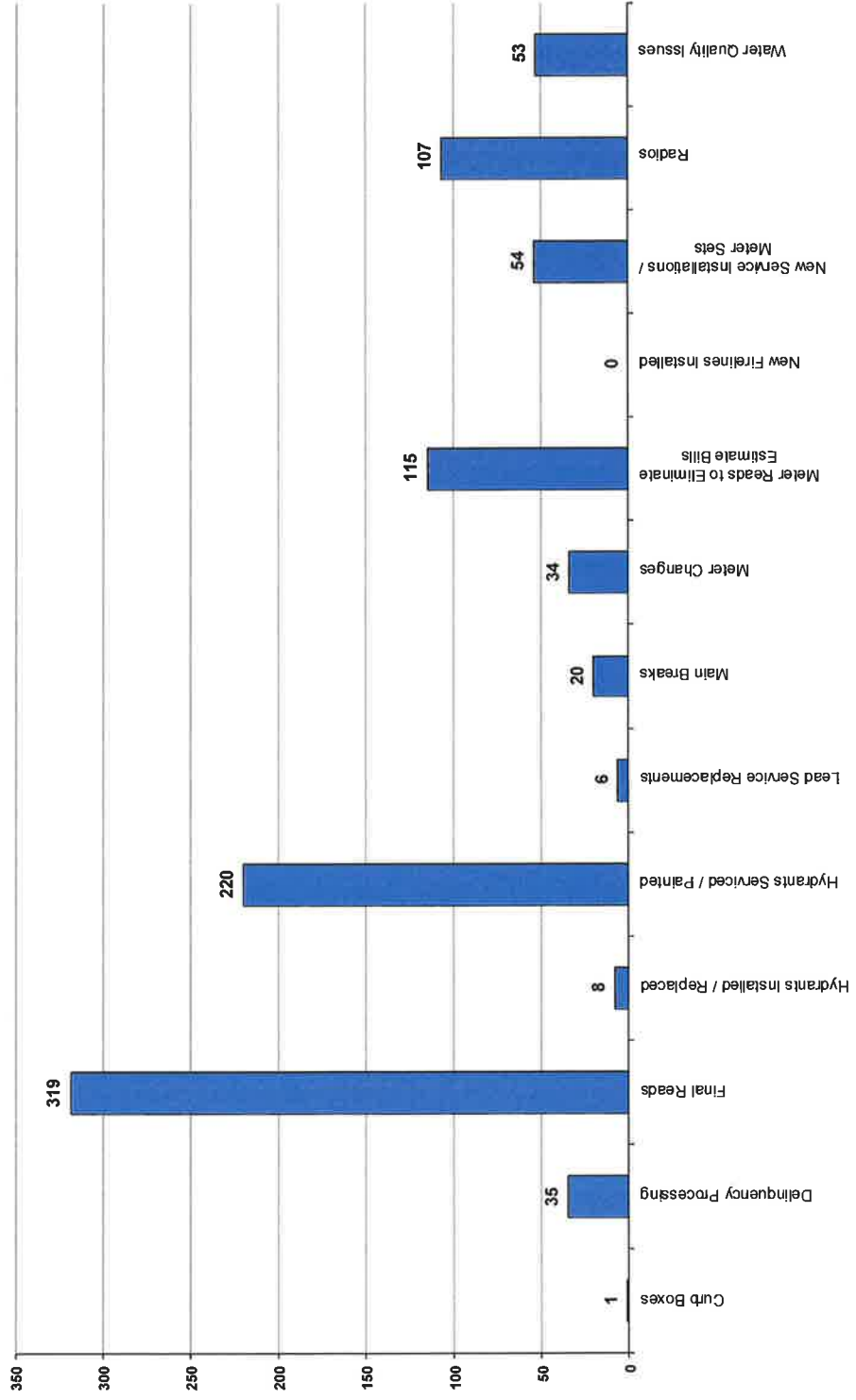
■ Handled - 7,033

■ Abandoned - 872

February 2017 – Work Orders

Total: 980

8 hydrants need to be replaced



Aged Arrears Detail Listing

Report Criteria Selected

A/R Type: Sewer; Water;
Account Status: Active
Account Type:
Company: PASSAIC VALLEY WATER COMM
Cycle:
A/R Amount: 9999.99
Ageing Date: Tuesday, February 28, 2017
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: Elmwood Park
Cycle: 04

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
0288229	TOM BARONE 117 LINDEN AVENUE - ELMWOOD PARK, NJ, 07407	Active Residential	04		\$242.61			\$205.31	\$13,121.08	\$13,569.00
139054	MARGAL PAPER COMPANY 456-544 RIVER DRIVE - ELMWOOD PARK, NJ, 07407	Active Residential	04		\$23,797.40					\$23,797.40
0168965										
148224										
Cycle: 04					\$24,040.01			\$205.31	\$13,121.08	\$37,366.40
Division:	Elmwood Park				\$24,040.01			\$205.31	\$13,121.08	\$37,366.40
0208349	KEVIN TRYANOWSKI 161 PASSAIC STREET - GARFIELD, NJ, 07026	Active Residential	18		\$402.22		\$1,219.94			\$41,879.51
160292										
0208377	AKRAM AMAISSE 259 PASSAIC STREET - GARFIELD, NJ, 07026	Active Small Commercial - < 2"	18		\$124.39		\$2,496.41			\$14,757.42
160320										
Cycle: 18					\$526.61		\$3,715.75		\$52,394.57	\$56,636.93
Division:	Garfield				\$526.61		\$3,715.75		\$52,394.57	\$56,636.93
0273600	PB NUTCLIFF LLC #2 811 ROUTE 3 EAST - CLIFTON, NJ, 07012	Active Industrial - 6" and above	19		\$12,394.40					\$12,394.40
032470										
0123397	ALFRED HELLER 388 GETTY AVENUE - CLIFTON, NJ, 07012	Active Industrial - 6" and above	19		\$1,279.04		\$961.99	\$626.79	\$30,738.94	\$33,606.75
041164										
0126947	ALFRED HELLER HEAT 5 WELLINGTON STREET FIREL	Active Fireline	19		\$950.75	\$634.47	\$628.25	\$622.09	\$29,468.22	\$32,303.78
041168										
Cycle: 19					\$14,624.19	\$634.47	\$1,590.23	\$1,248.88	\$60,207.16	\$78,304.93
Division:	PVWC - Clifton				\$14,624.19	\$634.47	\$1,590.23	\$1,248.88	\$60,207.16	\$78,304.93
0197945	M. SCHUELLER 8 CORABELLE AVENUE - LODI, NJ, 07644	Active Residential	23		\$171.17		\$782.77			\$17,756.83
047334										
0123733	ASSOCIATES GESWALDO 91 DELL GLEN AVENUE FIREL	Active Fireline	23		\$559.96	\$417.25	\$413.16	\$409.11	\$12,919.02	\$14,718.50
047644										
0179523	LODI, NJ, 07644 MICHAEL CRUZ 4 GABRIELDI AVENUE - LODI, NJ, 07644	Active Residential	23		\$816.89		\$3,249.84		\$80,169.12	\$84,235.85
048230										
0227259	PRO A MARKETING 6 PARK PLACE FIREL	Active Fireline	23		\$507.60	\$391.46	\$387.62	\$383.82	\$10,364.84	\$12,035.34
051728										
Cycle: 23					\$2,055.62	\$808.71	\$4,833.39	\$792.93	\$120,255.87	\$128,746.52
Division:	PVWC - Lodi				\$2,055.62	\$808.71	\$4,833.39	\$792.93	\$120,255.87	\$128,746.52
0160085	TERMIL, INC. 45-47 RIDGE ROAD FIREL	Active Fireline	25		\$665.25	\$507.36	\$502.99	\$497.46	\$14,161.15	\$15,333.61
156596										
0201763	NORTH ARLINGTON, NJ, 07031 EAST NEWARK CENTER, LLC 255 GRANT AVENUE - EAST NEWARK, NJ, 07029	Active Industrial - 6" and above	25		\$4,003.81	\$3,949.50	\$3,910.77	\$3,872.43	\$136,672.62	\$152,409.13
159162										
Cycle: 25					\$4,669.06	\$4,456.86	\$4,413.16	\$4,369.89	\$150,833.77	\$168,742.74
Division:	PVWC - North Arlington				\$4,669.06	\$4,456.86	\$4,413.16	\$4,369.89	\$150,833.77	\$168,742.74
0123033	CHESTNUT HILL CONV. 360 CHESTNUT STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$5,992.18		\$5,460.54	\$499.92		\$11,952.64
057688										
0252961	PASSAIC INDUSTRIAL PROP, LLC, 90 DAYTON AVENUE - PASSAIC, NJ, 07055	Active Industrial - 6" and above	15		\$6,530.44		\$6,599.80	\$2,637.42		\$15,656.66
058196										
0250869	NEW JERSEY NORSE HOLDINGS 62 DAYTON AVENUE - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$2,265.86			\$1,641.76	\$7,600.77	\$11,508.39
058214										

Company Name: PASSAIC VALLEY WATER COMM
Division: PVWC - Passaic
Cycle: 15

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
063879	PASSAIC BOARD OF EDUCATION 390 GREGORY AVENUE - PASSAIC, NJ, 07055	Active Municipal	15		\$1,402.62			\$1,321.31	\$41,534.37	\$44,258.30
012555	AHMAD ODATALLA 200-202 JEFFERSON STREET FIREL	Active Fireline	15		\$837.47	\$578.66	\$572.99	\$567.37	\$23,942.14	\$26,498.63
0125693	PASSAIC, NJ, 07055	Active Fireline	15		\$1,148.15	\$993.93	\$991.78	\$998.66	\$13,233.49	\$17,365.41
063960	PASSAIC PUBLIC SCHOOLS - DANIEL F RYAN NO.19 320 HIGHLAND AVENUE FIREL	Active Fireline	15		\$424.50	\$294.93	\$282.04	\$289.18	\$11,971.45	\$13,272.10
0125729	PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$1,280.60			\$867.74	\$8,616.75	\$10,765.09
064802	HONG LUI 189 MONROE STREET FIREL	Active Fireline	15		\$872.12			\$2,325.16	\$10,169.48	\$13,366.76
059659	PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$1,551.65		\$1,341.26		\$8,697.78	\$13,186.12
064880	TONY RODRIGUEZ 291 MONROE STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$1,571.82	\$249.23			\$23,311.08	\$26,744.48
065074	DONA COSINA RESTAURANT #1 379 MONROE STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$3,628.74			\$3,530.42	\$13,733.82	\$20,892.98
0261031	120 PARK PL ASSOCIATES, LLC. 122 PARK PLACE - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$1,730.89				\$12,966.64	\$14,328.94
066410	GREEN UNION LLC. 47 PASSAIC STREET - PASSAIC, NJ, 07055	Active Municipal	15		\$627.65			\$598.98		\$20,892.98
0119631	PASSAIC BOARD OF EDUCATION 175 GREGORY AVENUE -PASSAIC, NJ, 07055	Active Residential	15		\$1,730.89					\$54,514.70
066876	JOSE RODRIGUEZ 472 PAULSON AVENUE - PASSAIC, NJ, 07055	Active Commercial - up to 6" mtr	15		\$764.23			\$531.27	\$20,511.70	\$22,686.16
067104	VICTOR CAMILO 380-400 RIVER DRIVE - PASSAIC, NJ, 07055	Active Fireline	15		\$1,695.78					\$14,741.60
0125871	CAMACHO EZEQUIEL 44-46 WALL STREET FIREL	Active Small Commercial - < 2"	15		\$244.70					\$13,027.36
070828	PASSAIC, NJ, 07055	Active Industrial - 6" and above	15		\$489.55					\$17,117.74
0127879	CHRISTOPHER VARGAS 72 4TH STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$3,180.37			\$7,142.08	\$2,786.41	\$13,108.66
071764	ENVIROCORP LUD. DERV. #1 95-105 PASSAIC STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$36,249.32	\$55,909.38	\$16,036.29	\$27,955.10	\$238,839.83	\$374,992.92
0168973	ENVIROCORP LOGISTICS SERVICES 95-105 PASSAIC STREET FIREL	Active Fireline	15		\$22,649.22	\$21,709.18				\$44,358.40
158386	PASSAIC, NJ, 07055	Active Commercial - up to 6" mtr	99		\$22,649.22	\$21,709.18				\$44,358.40
0227833	VALERIA RAMIREZ 454 MONROE STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$58,898.54	\$77,618.56	\$16,036.29	\$27,955.10	\$238,839.83	\$419,351.32
173682	PASSAIC, NJ, 07055	Active Commercial - up to 6" mtr	99		\$1,637.74	\$1,448.57				\$11,415.90
0270322	ST MARY'S HOSPITAL 350 BOULEVARD - PASSAIC, NJ, 07055	Active Commercial - up to 6" mtr	99		\$1,023.89	\$944.63	\$869.10	\$772.93	\$13,222.24	\$16,832.79
178932	PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$448.48	\$306.75	\$303.74			\$14,501.23
Cycle: 15		Total Customers: 19								

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
066543	SHELTERING ARMS 2-8 BROADWAY - PATERSON, NJ, 07505	Active Commercial - up to 6" mtr	01		\$1,401.95			\$1,722.76	\$5,204.88	\$11,415.90
056344	ML RLY, LLC. & UNC REALTY GRP 282 BROADWAY - PATERSON, NJ, 07501	Active Small Commercial - < 2"	01		\$1,023.89					\$16,832.79
0261699	MAHMUD ABROUIMI 73-75 LEVINE STREET FIREL	Active Fireline	01		\$448.48					\$14,501.23
075314	PATERSON, NJ, 07503	Active Fireline	01		\$303.74					\$14,501.23
Cycle: 99		Total Customers: 1								
Division: PVWC - Passaic		Total Customers: 20								

Printed: 03/03/2017 8:14:31 am
Company Name: PASSAIC VALLEY WATER COMM
Division: PVWC - Paterson
Cycle: 01

Aged Arrears Detail Listing

Customer #	Customer Name Address	Account Status/ Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
0137155	LERICH PRODUCTIONS, LLC. 282 DAKOTA STREET - PATERSON, NJ, 07503	Active Industrial - 6" and above	01		\$281,74	\$276,28	\$273,57	\$270,89	\$10,101,59	\$11,204,07
0271575	NET INC. NORTHEAST TOMATO 4-22 ERIE STREET - PATERSON, NJ, 07524	Active Industrial - 6" and above	01		\$1,045,10	\$922,49	\$825,99	\$1,026,33	\$13,006,66	\$16,828,57
0049683	CAROLE BRITTON 382 GETTY AVENUE - PATERSON, NJ, 07503	Active Residential	01		\$107,22	\$477,05			\$10,346,30	\$10,932,57
082298	COUNTY OF PASSAIC-COURT HOUSE 401 GRAND STREET - PATERSON, NJ, 07505	Active Municipal	01		\$15,571,06	\$16,527,66				\$34,198,72
0117835	NABIL HATAB 234 MAIN STREET FIREL	Active Fireline	01		\$458,77	\$311,81	\$308,75	\$305,73	\$13,642,86	\$15,027,92
0203731	PATERSON, NJ, 07505									
090834	JUAN CALHOUN 109 E MAIN STREET - PATERSON, NJ, 07522	Active Residential	01		\$3,030,81	\$80,76			\$8,076,07	\$11,187,64
0037677	E. C. U. M. P. 1 MARKET STREET FIREL	Active Fireline	01		\$523,56	\$424,01	\$419,86	\$415,64	\$8,629,16	\$10,412,23
0172223	PATERSON, NJ, 07501									
081918	CRESCENT HOLDING LLC 107-109 MARKET STREET FIREL	Active Fireline	01		\$654,56	\$337,10	\$337,10	\$337,10	\$10,261,34	\$11,927,20
0037097	PATERSON, NJ, 07505									
091970	MOHAMMAD ODAYALLA 165 MARKET STREET - PATERSON, NJ, 07505	Active Small Commercial - < 2"	01		\$294,41	\$289,01	\$286,17	\$283,37	\$11,374,89	\$12,527,85
0124489	W.J. S REALTY CO. 926 MARKET STREET FIREL	Active Fireline	01		\$987,57	\$725,91	\$718,79	\$711,75	\$21,820,70	\$24,944,72
082530	PATERSON, NJ, 07513									
0122755	COUNTY OF PASSAIC-COURT HOUSE 11 MARSHALL STREET - PATERSON, NJ, 07501	Active Municipal	01		\$4,253,76	\$10,658,66	\$1,867,89			\$16,980,31
082584	WLS GROUP, LLC. 309 MARSHALL STREET FIREL	Active Fireline	01		\$948,84	\$584,26	\$578,53	\$572,86	\$24,496,58	\$27,081,07
0124511	PATERSON, NJ, 07503									
082786	GARFO-URBAN REN. CORP. 508 MARSHALL STREET FIREL	Active Fireline	01		\$645,30	\$483,99	\$479,25	\$474,55	\$14,567,97	\$16,651,06
0124615	THREE GUYS FOOD, LLC. 39 PARK AVENUE FIREL	Active Fireline	01		\$595,35	\$459,38	\$454,87	\$450,41	\$12,130,78	\$14,090,79
095338	PATERSON, NJ, 07501									
0011555	GALAXIE CHEM CORP 6-34 PIERCY STREET FIREL	Active Fireline	01		\$962,53	\$640,27	\$634,00	\$627,78	\$30,043,02	\$32,907,60
097214	PATERSON, NJ, 07522									
0121985	SHERMAN SCOTT 28 PIERCY STREET - PATERSON, NJ, 07522	Active Small Commercial - < 2"	01		\$303,06	\$296,36	\$293,46	\$290,58	\$12,110,73	\$13,294,19
097234	RIVERVIEW TOWERS #1 105 PRESIDENTIAL BOULEVARD - PATERSON, NJ, 07522	Active Commercial - up to 6" mtr	01		\$9,651,23	\$7,582,14	\$328,49	\$325,27	\$15,616,86	\$17,313,37
0225487	CENTER CONTRACTING, CORP. 72 PUTNAM STREET FIREL	Active Fireline	01		\$499,23	\$331,75	\$328,49	\$325,27	\$15,616,86	\$17,101,60
097882	PATERSON, NJ, 07524									
0124657	EL MOLINO FOOD, INC. 145 E RAILWAY AVENUE FIREL	Active Fireline	01		\$865,31	\$592,98	\$586,57	\$580,82	\$25,300,20	\$27,925,28
098002	PATERSON, NJ, 07503									
0129855	ANSM, INC. 7-13 SMITH STREET FIREL	Active Fireline	01		\$363,22	\$264,74	\$262,14	\$259,57	\$8,981,97	\$10,131,64
089550	PATERSON, NJ, 07505									
0227611										
101662										

Printed: 03/03/2017 8:14:31 am

Company Name: PASSAIC VALLEY WATER COMM
 Division: PVWC - 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
0052917 101886	GREAT FALLS DEV. CORP. 2 MARKET STREET - PATERSON, NJ, 07501	Active Small Commercial - < 2"	01		\$480.84	\$438.63	\$416.74	\$424.28	\$15,859.49	\$17,699.98
0124761 101890	PATERSON COMM. DEVELOPMENT 2 MARKET STREET FIREL	Active Fireline	01		\$742.40	\$531.83	\$526.61	\$521.45	\$19,304.84	\$21,626.93
0118931 101892	PATERSON, NJ, 07501 MUNICIPAL UTILITY AUTHORITY 72 MCBRIDE AVENUE EXT	Active Municipal	01				\$164.31	\$516.27	\$11,658.43	\$12,339.01
0041255 102680	PATERSON, NJ, 07501 JENNIFER RAMIREZ 496 SUMMER STREET - PATERSON, NJ, 07501	Active Residential	01		\$106.72		\$371.22		\$10,577.78	\$11,055.72
0124657 105482	CENTER CONTRACTING, CORP. 59-61 WARREN STREET FIREL	Active Fireline	01		\$665.58	\$493.98	\$489.14	\$484.34	\$15,556.99	\$17,690.03
0233821 105492	PATERSON, NJ, 07524 PUTNAM DEVELOPMENT, CORP. 71 WARREN STREET FIREL	Active Fireline	01		\$492.11	\$328.24	\$325.02	\$321.83	\$15,269.44	\$16,736.64
0124909 105752	PATERSON, NJ, 07524 GREENBAUM INTERIORS 101 WASHINGTON STREET FIREL	Active Fireline	01		\$520.84	\$422.67	\$418.53	\$414.42	\$8,495.97	\$10,272.43
0037163 105756	PATERSON, NJ, 07505 GREENBAUM BROS. 101 WASHINGTON STREET - PATERSON, NJ, 07505	Active Small Commercial - < 2"	01			\$878.30			\$9,420.55	\$10,298.85
0028085 106216	MARY BRIGGS 43 WILLIAM STREET - PATERSON, NJ, 07514	Active Residential	01		\$1,830.62		\$8,013.11		\$736.22	\$10,579.95
0261219 106224	PRESTIGE HOSPITALITY 2 WOOD STREET - PATERSON, NJ, 07524	Active Commercial - up to 6" mtr	01		\$8,151.07	\$6,157.27				\$14,308.34
0124931 106374	DAVID GRIMALDI, CO. 61-69 1ST AVENUE FIREL	Active Fireline	01		\$729.43	\$525.43	\$520.28	\$515.18	\$18,671.58	\$20,961.90
0224851 107150	PATERSON, NJ, 07514 19-21 PARK ASSOCIATION, LLC, 759 11TH AVENUE - PATERSON, NJ, 07514	Active Commercial - up to 6" mtr	01		\$14,575.78	\$11,802.64	\$11,700.35			\$38,078.77
0198533 113714	AUCTIONS ONLINE, LLC. 11-17 E 23RD STREET FIREL	Active Fireline	01		\$637.76	\$480.03	\$500.08	\$485.17	\$14,150.93	\$16,263.97
0122659 115186	PATERSON, NJ, 07514 ALLEN SUP & LAUND 971-973 E 24TH STREET - PATERSON, NJ, 07513	Active Small Commercial - < 2"	01		\$2,320.86	\$2,061.94	\$1,921.89	\$2,049.45	\$3,853.54	\$12,207.68
0271903 118920	AMERICAN FABRIC PROCESSORS 555 E 31ST STREET - PATERSON, NJ, 07513	Active Commercial - up to 6" mtr	01		\$1,301.51	\$552.24	\$1,035.72	\$95,018.02		\$97,907.49
0125343 123244	CENTER CONTRACTING, CORP. 72 PUTNAM STREET FIREL	Active Fireline	01		\$611.13	\$467.16	\$462.58	\$458.04	\$12,901.07	\$14,889.98
0275247 174352	PATERSON, NJ, 07524 GRAND ST INVESTMENT GROUP LL, 325 GRAND STREET FIREL	Active Fireline	01		\$489.60	\$16,129.00				\$16,618.60
0239163 174556	PATERSON, NJ, 07505 ST. JOSEPH'S REGIONAL MEDICAL 703 MAIN STREET FIREL	Active Fireline	01		\$723.63	\$605.73	\$599.79	\$593.91	\$9,920.68	\$12,443.74
0243167 175076	PATERSON, NJ, 07503 LIBERTY ADULT DAY CARE 246 PATERSON AVENUE FIREL	Active Fireline	01		\$785.03	\$554.79	\$549.35	\$543.97	\$21,578.88	\$24,016.02
0255489 176148	PATERSON, NJ, 07502 44 BEECH STREET, LLC, 44 BEECH STREET - PATERSON, NJ, 07505	Active Commercial - up to 6" mtr	01		\$17,249.57					\$17,249.57

Printed: 03/03/2017 8:14:31 am
 Company Name: PASSAIC VALLEY WATER COMM
 Division: PVWC - 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
0268551	XPERAL	Active	01		\$546.71	\$433.29	\$425.66	\$337.10	\$9,740.32	\$11,483.08
178140	61-57 STATE STREET - PATERSON, NJ, 07501	Fireline								
Cycle: 01										
	Total Customers: 44				\$97,977.93	\$90,209.13	\$99,670.60	\$112,422.53	\$479,876.81	\$920,157.00
0199785	MARCAL PAPER COMPANY	Active	05		\$58,684.03	\$46,237.61				\$104,921.64
159044	1 MARKET STREET - ELMWOOD PARK, NJ, 07407	Industrial - 6" and above								
Cycle: 05										
	Total Customers: 1				\$58,684.03	\$46,237.61				\$104,921.64
0122593	ST. JOSEPH'S HOSPITAL	Active	99		\$8,776.22	\$9,475.05	\$10,144.41	\$12,514.44	\$627.99	\$41,638.11
090314	84 GETTY AVENUE - PATERSON, NJ, 07503	Commercial - up to 6" mtr								
0236559	ST. JOSEPH'S REGIONAL MED CNTR	Active	99		\$34,269.77	\$32,643.59	\$35,097.36	\$27,822.43		\$129,833.15
174394	703 MAIN STREET - PATERSON, NJ, 07503	Commercial - up to 6" mtr								
Cycle: 99										
	Total Customers: 2				\$43,045.99	\$42,118.64	\$45,241.77	\$40,336.87	\$627.99	\$171,471.26
Division: PVWC - Paterson					\$199,707.95	\$178,565.38	\$84,912.37	\$152,959.40	\$480,504.80	\$1,096,549.90
0194399	CARLOS CRADENAS	Active	03		\$753.90			\$566.56	\$16,482.99	\$17,803.45
124536	79 N 12TH STREET - PROSPECT PARK, NJ, 07508	Residential								
0125363	GEORGE DIMITRIJEVIC	Active	03		\$590.90	\$383.94	\$380.18	\$276.45	\$19,373.11	\$21,104.58
125152	345 N 6TH STREET	Fireline								
	PROSPECT PARK, NJ, 07508									
Cycle: 03										
	Total Customers: 2				\$1,344.80	\$383.94	\$380.18	\$943.01	\$35,856.10	\$35,908.03
Division: PVWC - Prospect Park					\$1,344.80	\$383.94	\$380.18	\$943.01	\$35,856.10	\$35,908.03
Company: PASSAIC VALLEY WATER COMM					\$305,866.78	\$262,467.92	\$115,861.37	\$188,377.52	\$1,152,013.18	\$2,024,606.77
Grand Total:					\$305,866.78	\$262,467.92	\$115,861.37	\$188,377.52	\$1,152,013.18	\$2,024,606.77

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 7, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Request to Advertise a Request for Proposals (Under the Fair and Open Process) for Project No. 17-P-65 "Construction Phase Professional Services for PVWC's Lead Service Line Replacement Contract"

Permission is requested to prepare and advertise a Request for Proposals (under the Fair and Open Process) for Project No. 17-P-65 "Construction Phase Professional Services for PVWC's Lead Service Line Replacement Contract"

This Project is to assist PVWC with construction phase services (including on-site resident observation and office support) associated with PVWC's upcoming lead service line replacement contract.

Due to personnel constraints in the Engineering Department and our desire to expedite removal of PVWC's remaining lead water service lines (while managing PVWC's other infrastructure projects), construction phase resident observation services for project 17-P-65 will be outsourced.

The consultant's resident observer will be required to oversee the replacement of approximate 800 PVWC lead service lines, and, in conjunction with the consultant's office support, coordinate periodic progress meetings with the contractor, review submittals and invoices, document construction Work performed, and undertake related activities associated with the project.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "AGREEMENT") between PASSAIC VALLEY WATER COMMISSION, "Indemnitee" (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011, (the "Premises") and COUNTY OF PASSAIC POLICE ACADEMY having offices at 214 Oldham Road, Wayne, New Jersey 07470, hereinafter the "Indemnitor" ("County of Passaic Police Academy").

WHEREAS, the Indemnitor including any certain agencies, agents, departments, entities and/or individuals acting at its direction, on its behalf and for its benefit (on whose behalf Indemnitor acts, including the County of Passaic) desire, to conduct Emergency Vehicle Operation Instructor Course, on the following days: Monday, May 1, 2017, 8:00 am to 4:00pm and Thursday, May 4, 2017, 1:00 pm to 9:00 pm: Night Time High Risk Motor Vehicle Stops, Thursday, November 2, 2017, during the hours of 3:00 p.m. to 10:30 p.m.; and

WHEREAS, the Indemnitor is desirous of utilizing certain facilities owned and operated by PVWC (Point View Reservoir) and located on Berdan Ave., Wayne, N.J. 07470 in connection with said activities; and

WHEREAS, PVWC is amenable to permitting, the Indemnitor to use its facility located on Berdan Ave, Wayne, N.J. 07470 for said purposes on such dates and under such circumstances and conditions as are set forth herein:

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Indemnitor, on behalf of its officers, agents, employees and affiliated agencies, hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property or injury to or death of persons occurring in connection with or arising out of the proposed activities to be conducted in or about or in connection with the premises or otherwise, by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omission or negligence of any persons or entities including any equipment, fixture apparatus or facilities in connection with or related to said activities.

The Indemnitor, agrees to hold PVWC harmless, indemnify and save PVWC from any and all claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with its use of the Premises or in connection with, or arising out of said activities, including, but not limited to the obligation to defend PVWC in which case PVWC reserves the right to select its own Counsel for which expenses and fees "Passaic County Police Academy" shall

be liable along with any other costs, fees, or expenses or consequential damages which arise out of the activities and circumstances contemplated or arising out of or caused by this Agreement. All insurance policies or self-insured retentions required hereunder shall include PVWC as an additional insured with no less than One million dollars of coverage, as respects the acts of the Indemnitor, such coverage shall be primary and written evidence of same shall be provided to PVWC prior to commencement of any activities by providing an insurance endorsement at or about PVWC facility located at 1525 Main Ave., Clifton, N.J. 07011 as contemplated hereunder.

Attest:
(Seal)

County of Passaic Police Academy

Secretary/Clerk

Authorized Officer

Attest:
(Seal)

PASSAIC VALLEY WATER COMMISSION

Louis Amodio, Admin. Secretary

By _____
Gerald Friend, President



County of Passaic

Police Academy

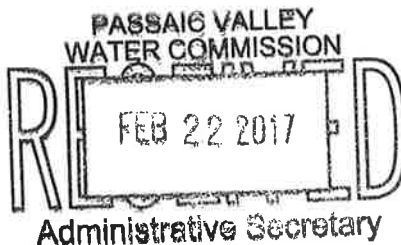
214 Oldham Road • Wayne, New Jersey 07470-2205

Robert A. Lyons - Director

Tel: 973-595-6411

Fax: 973-595-6874

February 13, 2017



Mr. Louis Amodio
Administrative Secretary
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

Dear Mr. Amodio:

I would like to take this opportunity to request the use of Point View Reservoir located on Berdan Avenue in Wayne, N.J. for the following In-Service Classes.

Emergency Vehicle Operation Instructor Course **May 1 – 5, 2017** **8:00am – 4:00pm**
(Thursday, May 4, 2017 – 1:00pm - 9:00pm)

Night Time High Risk Motor Vehicle Stops **November 2, 2017** **3:00pm – 10:30pm**

If you should have any questions or require additional information, please do not hesitate to contact our In-Service Coordinator, Sgt. Neil Hoogmoed, Ret. at (973) 595-6411 ext. 3219.

Your assistance will be greatly appreciated. I will be awaiting your reply.

Sincerely,

Robert A. Lyons
Director

COMPTROLLER'S REPORT TO THE BOARD OF
COMMISSIONERS

Passaic Valley Water Commission
Overtime Analysis - Executive Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	539,084.05	-	539,084.05	0.00	0.00	0.00
February				0.00		0.00
March				27.91		(27.91)
April				0.00		0.00
May				13.95		(13.95)
June				0.00		0.00
July				0.00		0.00
August				0.00		0.00
September				13.95		(13.95)
October				13.95		(13.95)
November				0.00		0.00
December				0.00		0.00
	<u>539,084.05</u>	<u>-</u>	<u>539,084.05</u>	<u>69.76</u>	<u>0.00</u>	<u>(69.76)</u>

Department Head: Joseph Bella
Number of Employees: 4

Total thru Feb	<u>89,847.34</u>	<u>0.00</u>	<u>539,084.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
% Change	<u>0.00%</u>	<u>0.00%</u>		<u>0.00%</u>		<u>#DIV/0!</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
 Overtime Analysis - Legal Department
 12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	310,065.34	-	310,065.34	1,449.51	0.00	0.00
February				635.03	0.00	0.00
March				0.00	0.00	0.00
April				0.00	0.00	0.00
May				0.00	0.00	0.00
June				0.00	0.00	0.00
July				9.00	0.00	0.00
August				0.00	0.00	0.00
September				0.00	0.00	0.00
October				0.00	0.00	0.00
November				0.00	0.00	0.00
December				0.00	0.00	0.00
	<u>310,065.34</u>	<u>-</u>	<u>310,065.34</u>	<u>2,093.54</u>	<u>0.00</u>	<u>0.00</u>

Department Head: George Hanley

Number of Employees: 3

Total thru Feb	<u>51,677.56</u>	<u>0.00</u>	<u>310,065.34</u>	<u>2,084.54</u>	<u>0.00</u>	<u>0.00</u>
% Change	<u>0.00%</u>	<u>0.00%</u>		<u>0.67%</u>	<u>#DIV/0!</u>	

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Engineering Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	746,397.70	621.75	637,873.16	837.57	108,524.54	(215.82)
February		534.49		699.90		(165.41)
March				64.99		(64.99)
April				687.24		(687.24)
May				2,420.68		(2,420.68)
June				3,167.11		(3,167.11)
July				2,009.23		(2,009.23)
August				1,791.37		(1,791.37)
September				2,805.14		(2,805.14)
October				1,535.19		(1,535.19)
November				3,022.17		(3,022.17)
December				3,377.93		(3,377.93)
	<u>746,397.70</u>	<u>1,156.24</u>	<u>637,873.16</u>	<u>22,418.52</u>	<u>108,524.54</u>	<u>(21,262.28)</u>

Number of employees 10 Department Head: James Duprey 8

Total thru Feb 124,399.62 1,156.24 637,873.16 1,537.47 108,524.54 (381.23)
% Change 0.93% 0.24% 0.35%

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Purchasing Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	77,881.49	-	192,397.87	467.28	(114,516.38)	(467.28)
February				438.96		(438.96)
March				269.04		(269.04)
April				269.04		(269.04)
May				198.24		(198.24)
June				396.48		(396.48)
July				269.04		(269.04)
August				339.84		(339.84)
September				212.40		(212.40)
October				424.80		(424.80)
November				169.92		(169.92)
December				0.00		0.00

77,881.49	-	192,397.87	3,455.04	(114,516.38)	(3,455.04)
Department Head: Linda Beckering					
Number of Employees: 1					
2					

Total thru Feb	12,980.25	0.00	192,397.87	906.24	(114,516.38)	(906.24)
% Change		0.00%		0.47%		0.79%

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Accounting Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	723,624.79	8,839.00	691,570.88	11,926.64	32,053.91	(3,087.64)
February		7,131.85		10,750.37		(3,618.52)
March				7,772.69		(7,772.69)
April				7,522.15		(7,522.15)
May				8,981.45		(8,981.45)
June				10,594.14		(10,594.14)
July				7,746.00		(7,746.00)
August				6,648.20		(6,648.20)
September				6,887.18		(6,887.18)
October				6,846.46		(6,846.46)
November				6,216.15		(6,216.15)
December				14,887.34		(14,887.34)
	<u>723,624.79</u>	<u>15,970.85</u>	<u>691,570.88</u>	<u>106,778.77</u>	<u>32,053.91</u>	<u>(90,807.92)</u>
Department Head: Yitzchak Weiss						
Number of Employees: 10						
(Billing dept was moved into Accounting)						
Number of Employees: 9						
Total thru Feb	<u>120,604.13</u>	<u>15,970.85</u>	<u>691,570.88</u>	<u>22,677.01</u>	<u>32,053.91</u>	<u>(6,706.16)</u>
% Change		<u>13.24%</u>		<u>3.28%</u>		<u>(20.92%)</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Commercial Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	714,603.47	5,021.21	716,855.95	3,911.98	(2,252.48)	1,109.23
February		5,534.21		4,057.50		1,476.71
March				4,297.18		(4,297.18)
April				3,338.38		(3,338.38)
May				3,837.14		(3,837.14)
June				5,701.93		(5,701.93)
July				4,333.11		(4,333.11)
August				5,620.01		(5,620.01)
September				7,799.45		(7,799.45)
October				5,814.08		(5,814.08)
November				4,505.52		(4,505.52)
December				9,368.23		(9,368.23)
	<u>714,603.47</u>	<u>10,555.42</u>	<u>716,855.95</u>	<u>62,584.51</u>	<u>(2,252.48)</u>	<u>(52,029.09)</u>

Department Head: Andy Bisesi
Number of Employees: 13 12
(Billing dept was moved into Accounting)

Total thru Feb	<u>119,100.58</u>	<u>10,555.42</u>	<u>716,855.95</u>	<u>7,969.48</u>	<u>(2,252.48)</u>	<u>2,585.94</u>
% Change		<u>8.86%</u>		<u>1.11%</u>		<u>(114.80%)</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
 Overtime Analysis - Personnel Department
 12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	477,749.23	5,707.36	477,749.23	372.59	0.00	5,334.77
February		5,011.44		799.32		4,212.12
March				1,584.21		(1,584.21)
April				1,983.10		(1,983.10)
May				2,546.46		(2,546.46)
June				5,119.45		(5,119.45)
July				2,988.32		(2,988.32)
August				3,406.45		(3,406.45)
September				2,913.04		(2,913.04)
October				3,083.74		(3,083.74)
November				2,942.94		(2,942.94)
December				5,094.45		(5,094.45)
	<u>477,749.23</u>	<u>10,718.80</u>	<u>477,749.23</u>	<u>32,834.07</u>	<u>0.00</u>	<u>(22,115.27)</u>

Department Head: James Gallagher
 Number of Employees: 5

Total thru Feb	<u>79,624.87</u>	<u>10,718.80</u>	#	<u>477,749.23</u>	<u>1,171.91</u>	0.00	<u>9,546.89</u>
% Change		<u>13.46%</u>			<u>0.25%</u>		<u>#DIV/0!</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
 Overtime Analysis - Purification Department
 12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	1,027,946.66	12,071.70	965,979.62	9,757.95	61,967.04	(49,895.34)
February		15,315.66		11,508.09		15,315.66
March				11,320.87		0.00
April				14,261.68		0.00
May				13,026.60		0.00
June				20,856.24		0.00
July				18,003.38		0.00
August				14,252.86		0.00
September				17,459.07		0.00
October				15,972.42		0.00
November				16,160.64		0.00
December				25,215.53		0.00
		<u>27,387.36</u>	<u>965,979.62</u>	<u>187,795.33</u>	<u>61,967.04</u>	<u>(34,579.68)</u>
Department Head: Wendy Simone						
Number of Employees: 15			14			
Total thru Feb	<u>1,027,946.66</u>	<u>27,387.36</u>	<u>965,979.62</u>	<u>21,266.04</u>	<u>61,967.04</u>	<u>(34,579.68)</u>
% Change		<u>15.99%</u>		<u>2.20%</u>		<u>(55.80%)</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Pumping Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	805,169.98	3,832.05	832,238.85	10,480.05	(27,068.87)	(6,648.00)
February		7,378.83		8,963.33		(1,584.50)
March				5,639.55		(5,639.55)
April				5,426.04		(5,426.04)
May				11,070.26		(11,070.26)
June				17,843.99		(17,843.99)
July				17,856.32		(17,856.32)
August				17,567.97		(17,567.97)
September				18,877.07		(18,877.07)
October				9,869.55		(9,869.55)
November				21,477.70		(21,477.70)
December		15,008.43		15,008.43		0.00
	<u>805,169.98</u>	<u>26,219.31</u>	<u>832,238.85</u>	<u>160,080.26</u>	<u>(27,068.87)</u>	<u>(133,860.95)</u>
Department Head: Kevin Byrne						
Number of Employees:	13		15			
Total thru Feb	<u>134,195.00</u>	<u>11,210.88</u>	<u>832,238.85</u>	<u>19,443.38</u>	<u>(27,068.87)</u>	<u>(8,232.50)</u>
% Change		<u>8.35%</u>		<u>2.34%</u>	<u>(3.25%)</u>	<u>30.41%</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Maintenance Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	2,927,446.68	15,514.84	3,030,191.37	20,364.65	(102,744.69)	(4,849.81)
February		10,613.23		25,601.27		(14,988.04)
March				14,392.45		(14,392.45)
April				20,920.68		(20,920.68)
May				22,322.95		(22,322.95)
June				47,050.80		(47,050.80)
July				23,568.29		(23,568.29)
August				12,950.41		(12,950.41)
September				16,362.64		(16,362.64)
October				6,298.34		(6,298.34)
November				15,030.12		(15,030.12)
December				16,690.66		(16,690.66)
	<u>2,927,446.68</u>	<u>26,128.07</u>	<u>3,030,191.37</u>	<u>241,553.26</u>	<u>(102,744.69)</u>	<u>(215,425.19)</u>
Department Head: Michael Marotta						
Number of Employees: 44						
Total thru Feb	<u>487,907.78</u>	<u>26,128.07</u>	<u>3,030,191.37</u>	<u>45,965.92</u>	<u>(102,744.69)</u>	<u>(19,837.85)</u>
% Change		<u>5.36%</u>		<u>1.52%</u>	<u>(3.39%)</u>	<u>19.31%</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Distribution Department
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	3,284,318.04	69,492.83	3,399,286.70	48,415.80	(114,968.66)	21,077.03
February		52,777.84		48,629.67		4,148.17
March				27,539.80		(27,539.80)
April				21,796.28		(21,796.28)
May				36,764.70		(36,764.70)
June				66,918.62		(66,918.62)
July				52,978.77		(52,978.77)
August				55,948.71		(55,948.71)
September				48,934.33		(48,934.33)
October				35,212.60		(35,212.60)
November				49,809.43		(49,809.43)
December				107,638.20		(107,638.20)
	<u>3,284,318.04</u>	<u>122,270.67</u>	<u>3,399,286.70</u>	<u>600,586.91</u>	<u>(114,968.66)</u>	<u>(478,316.24)</u>

Department Head: Andy Bisesi
Number of Employees: 53 50

Total thru Feb	<u>547,386.34</u>	<u>122,270.67</u>	<u>3,399,286.70</u>	<u>97,045.47</u>	<u>(114,968.66)</u>	<u>25,225.20</u>
% Change		<u>22.34%</u>		<u>2.85%</u>		<u>(21.94%)</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
 Overtime Analysis - Laboratory Department
 12/31/2017

	2017		2016		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	1,247,756.23	3,643.33	1,229,696.91	1,535.20	18,059.32	2,108.13
February		2,980.18		3016.74		(36.56)
March				7288.92		(7,288.92)
April				6372.23		(6,372.23)
May				4811.72		(4,811.72)
June				6217.72		(6,217.72)
July				6146.23		(6,146.23)
August				4968.68		(4,968.68)
September				5241.46		(5,241.46)
October				5361.12		(5,361.12)
November				5590.55		(5,590.55)
December				6341.11		(6,341.11)
	<u>1,247,756.23</u>	<u>6,623.51</u>	<u>1,229,696.91</u>	<u>62,891.68</u>	<u>18,059.32</u>	<u>(56,268.17)</u>
Department Head: David Prانيتis						
Number of Employees:		17		17		
Total thru Feb	<u>207,959.37</u>	<u>6,623.51</u>	<u>1,229,696.91</u>	<u>4,551.94</u>	<u>18,059.32</u>	<u>2,071.57</u>
% Change		<u>3.19%</u>		<u>0.37%</u>		<u>11.47%</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Analysis - Totals
12/31/2017

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	12,882,043.66	124,744.07	13,022,989.93	98,021.41	(140,946.27)	26,722.66
February		107,277.73		98,527.64		8,750.09
March		-		60,165.61		(60,165.61)
April		-		56,230.10		(56,230.10)
May		-		72,600.94		(72,600.94)
June		-		118,971.69		(118,971.69)
July		-		94,483.08		(94,483.08)
August		-		92,976.12		(92,976.12)
September		-		92,266.02		(92,266.02)
October		-		74,264.36		(74,264.36)
November		-		88,417.32		(88,417.32)
December		15,008.43		186,931.22		(171,922.79)
	<u>12,882,043.66</u>	<u>247,030.23</u>	<u>13,022,989.93</u>	<u>1,133,855.51</u>	<u>(140,946.27)</u>	<u>(886,825.28)</u>
	Number of Employees:	186	180			
Total thru Feb	<u>2,147,007.28</u>	<u>232,021.80</u>	<u>13,022,989.93</u>	<u>196,549.05</u>	<u>(140,946.27)</u>	<u>35,472.75</u>
% Change		<u>0.11</u>		<u>0.02</u>	<u>(1.08%)</u>	<u>(25.17%)</u>

* Note that Annual Salary has been ratably adjusted to 2 months.

Passaic Valley Water Commission
Overtime Hours Analysis
12/31/2017

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	2,722.00	-	-	11.50	-	191.75	104.74	121.00	237.75	84.25	322.95	1,576.31	71.75
February	2,326.03	-	-	10.25	-	153.00	119.70	96.75	310.50	168.74	210.86	1,194.48	61.75
March	-	-	-	-	-	-	-	-	-	-	-	-	-
April	-	-	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-	-	-
5,048.03	-	-	-	21.75	-	344.75	224.44	217.75	548.25	252.99	533.81	2,770.79	133.50
Total thru Feb	5,048.03	-	-	21.75	-	344.75	224.44	217.75	548.25	252.99	533.81	2,770.79	133.50
Prior Year MTD Totals	4,857.37	-	22.50	31.75	16.00	474.50	171.56	22.75	450.50	440.00	931.18	2,211.13	74.00
Variance Over (Under)	190.66	-	(22.50)	(10.00)	(16.00)	(129.75)	52.88	195.00	97.75	(187.01)	(397.37)	559.66	59.50

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	2,344.74	-	22.50	18.25	8.25	247.50	83.93	8.00	203.75	239.75	414.72	1,081.34	16.75
February	2,512.63	-	11.50	13.50	7.75	227.00	87.63	14.75	246.75	200.25	516.46	1,129.79	57.25
March	1,653.82	0.50	-	1.00	4.75	158.75	94.44	29.00	232.00	127.00	289.99	590.89	125.50
April	1,696.50	-	-	14.40	4.75	155.75	69.16	36.50	296.75	124.50	438.48	453.71	102.50
May	2,218.54	0.25	-	44.50	3.50	187.50	82.22	46.75	270.25	248.50	454.42	799.40	81.25
June	3,877.79	-	-	58.25	7.00	225.00	122.16	92.50	422.33	408.74	980.23	1,450.33	111.25
July	2,894.56	-	0.50	40.00	4.75	165.00	90.57	54.25	361.42	411.25	486.79	1,168.28	111.75
August	2,724.15	-	-	36.75	6.00	142.58	116.04	63.50	292.75	396.00	279.58	1,299.95	91.00
September	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 Feb	4,857.37	-	34.00	31.75	16.00	474.50	171.56	22.75	450.50	440.00	931.18	2,211.13	74.00
Prior Year MTD Totals	8,051.03	-	-	64.00	22.00	366.75	559.30	20.25	772.83	597.25	1,217.96	4,209.19	221.50
Variance Over (Under)	(3,193.66)	-	34.00	(32.25)	(6.00)	107.75	(387.74)	2.50	(322.33)	(157.25)	(286.78)	(1,998.06)	(147.50)

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	4,319.89	-	-	30.25	6.50	85.75	112.16	4.25	436.25	493.50	562.92	2,501.31	87.00
February	3,392.56	-	-	10.75	6.25	65.50	99.46	3.50	336.00	209.75	803.37	1,738.48	119.50
March	1,750.80	47.00	-	13.50	9.75	71.00	104.25	2.50	336.65	150.50	170.92	753.73	91.00
April	1,983.95	-	-	26.50	8.25	87.50	128.54	5.00	318.75	178.00	191.80	967.11	72.50
May	1,789.48	0.50	-	32.50	5.25	115.25	185.82	19.75	308.00	211.50	102.57	747.59	60.75
June	1,441.26	-	-	11.50	3.25	94.00	138.62	1.25	219.00	226.50	171.76	507.88	67.50
July	3,283.13	0.25	-	28.50	15.25	148.25	234.91	6.00	388.42	583.99	448.60	1,287.96	141.00
August	2,136.37	-	0.50	23.00	9.75	137.25	170.66	1.75	270.00	407.74	422.94	630.78	62.00
September	2,270.01	-	-	47.75	6.75	107.25	127.00	6.75	341.92	266.24	561.82	684.53	120.00
October	2,372.79	-	-	23.00	6.75	146.71	162.62	4.75	301.75	216.50	473.11	956.60	81.00
November	2,394.63	-	-	56.00	4.25	184.30	159.77	3.00	381.50	160.00	466.20	889.86	89.75
December	3,549.62	-	10.00	71.25	12.00	183.75	163.53	2.50	584.00	360.00	607.17	1,421.42	134.00
	30,684.49	47.75	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
Total thru Feb	7,712.45	-	-	41.00	12.75	151.25	211.62	7.75	772.25	703.25	1,366.29	4,239.79	206.50
Prior Year MTD Totals	5,661.07	-	1.50	27.75	3.75	79.25	159.43	5.25	495.75	526.75	807.26	3,302.11	252.27
Variance Over (Under)	2,051.38	-	(1.50)	13.25	9.00	72.00	52.19	2.50	276.50	176.50	559.03	937.68	(45.77)

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 Feb	5,661.07	-	1.50	27.75	3.75	79.25	159.43	5.25	495.75	526.75	807.26	3,302.11	252.27



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-17

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 15, 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	_____	_____	_____	_____
DAVID BLUMENTHAL	_____	_____	_____	_____
JOSEPH KOLODZIEJ	_____	_____	_____	_____
RIGO SANCHEZ	_____	_____	_____	_____
IDIDA RODRIGUEZ	_____	_____	_____	_____
GERALD FRIEND	_____	_____	_____	_____

PRESIDENT
GERALD FRIEND

SECRETARY
DAVID BLUMENTHAL



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 15, 2017.

LOUIS AMODIO
Administrative Secretary

OPEN SESSION RESUMED

CONSENT ACTION

RESOLUTION(S)

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(CONTRACT AMENDMENT NO. 2)**

DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Project 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (the "Project") was awarded to Westin Engineering, Inc. ("Westin") of Rancho Cordova, California at PVWC's Commission Meeting dated July 22, 2014 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$295,000.00; and

WHEREAS, previously approved Contract Amendment No. 1 for professional services for post-live management services on CIS and mobile increased the above not-to-exceed total amount to \$320,500.00 (an 8.6% increase); and

WHEREAS, following additional experience gained by PVWC's personnel following the 'go-live' phase of the CIS Project, PVWC desires additional professional services to further enhance use of the CIS Infinity and Mobile products as well as the overall functionality of the CIS system, which additional professional services were not included in Westin's original proposal, nor in previously approved Contract Amendment No. 1; and

WHEREAS, at PVWC's request, Westin has submitted a proposal dated February 14, 2017 (the "Proposal") to modify the Project to include the said additional professional services, and a copy of the

Proposal, including a description of the said additional services, along with a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof (as Attachment A to Exhibit B referenced below); and

WHEREAS, PVWC's Chief Financial Officer has reviewed Westin's Proposal and finds it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Chief Financial Officer's memorandum dated February 28, 2017 recommending approval of the said modifications to the Project is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the previously approved not-to-exceed total price of \$320,500.00 (which includes previously approved Contract Amendment No. 1) is hereby increased by the amount of \$33,300.00 (an additional 11.3% increase) for Contract Amendment No. 2, for a revised not-to-exceed total price of \$353,800.00 (which equates to an overall net increase of approximately 19.9% to the Project); and

WHEREAS, the said additional modifications will be incorporated into Contract Amendment No. 2 to Agreement for the Project, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards Contract Amendment No. 2 to Agreement for the Project (with modifications to the scope of Work for the project as set forth in Westin's Proposal dated February 14, 2017) which modifications result in an increase of \$33,300.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 14-P-56 (including previously approved Contract Amendment No. 1) from \$320,500.00 to \$353,800.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Contract Amendment No. 2 to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

**President
GERALD FRIEND**

**Secretary
DAVID BLUMENTHAL**

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 March 15, 2017.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(CONTRACT AMENDMENT NO. 2)**

**PVWC CHIEF FINANCIAL OFFICER'S
MEMORANDUM DATED FEBRUARY 28, 2017**

EXHIBIT A

Passaic Valley Water Commission

Inter-office Memo

To: President Gerald Friend
Hon. Board of Commissioners

Date: February 28, 2017

From: Yitzchak Weiss, CFO

Re: Recommendation for Change Order

Commissioners, I would like to recommend the attached change order from Westin Engineering for approval. The additional costs are for assistance in managing the remaining outstanding issues with our billing software implementation and finalizing the project. This work was not included as part of Westin's previously authorized scope for Project 14-P-56, including any and all previously approved amendments thereto.

Please be advised that the change order is on a time-and-materials not-to-exceed basis and the costs appear reasonable considering the nature and scope of additional work involved

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(CONTRACT AMENDMENT NO. 2)**

**FORM OF AMENDMENT TO AGREEMENT
AND WESTIN'S PROPOSAL
DATED FEBRUARY 14, 2017**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT NO. 2 TO AGREEMENT
FOR PROFESSIONAL SERVICES
(PROJECT 14-P-56)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Westin Engineering, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 3100 Zinfandel Drive, Suite 300, Rancho Cordova, California 95670.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement as amended by Contract Amendment No. 1 (collectively the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 14-P-56 entitled "Professional Services for Completion of PVWC's New Customer Information System" (hereinafter the "PROJECT"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated February 14, 2017 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$320,500.00 for the PROJECT is hereby increased by \$33,300.00 for a revised not-to-exceed total amount of \$353,800.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

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

WESTIN ENGINEERING, INC.

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(CONTRACT AMENDMENT NO. 2)**

**WESTIN'S PROPOSAL
DATED FEBRUARY 14, 2017**

ATTACHMENT A

Westin Engineering Inc. Change Request for Consulting Services on CIS and Mobile

Date 2/14/2017

This change request updates the Westin Engineering Inc. (Westin) existing "Project No. 14-P-56 Professional Services for Completion of PVWC's New Customer Information System" Contract with The Passaic Valley Water Commission ("PVWC" or "the Commission") to provide further Consulting Services related to the production use of Advanced CIS Infinity and Infinity Mobile products purchased from Advanced Utility Systems. This Change Request provides planning for further maximizing benefits in ongoing use of the systems, issue resolution, and ongoing maintenance and IT support planning.

Background

Westin Engineering consultants have worked with PVWC to create an IT Strategic Plan, go through the Selection process to identify the best CIS software product that met PVWC's goals, and implement that chose CIS system.

Westin provided guidance and support during the implementation process. PVWC is requesting Consulting Services for a period of time to gain additional traction while remaining issues from the implementation are being worked, and while processes are being reviewed for improvement. Westin is offering to continue to assist the PVWC team in moving forward with the current maturation of their use of the CIS and Mobility products.

Change Request Justification

Westin recommends the following services to assist PVWC's staff during the next two months:

- Westin proposes to review and prioritize the open issues list to achieve resolution on those items. Once that list is clearly prioritized, Westin will establish regular communication with the vendor, escalating with management where necessary.
- In addition to current open items, Westin will work with the PVWC TEAM to identify which processes are working well, and those that are still creating inefficiencies and pain points.
- Westin will establish a new support process with the vendor such that ongoing support is less frustrating and more proactive and responsive.
- Westin proposes to document recommendations along with a plan to move forward and further improve operations.

Revisions to the Existing Professional Services Contract

Phase 300 – Consulting Services

Objective

Westin will support the PVWC team by focusing on the effort to resolve open issues on the CIS Infinity and Mobility products. A new support structure will also be developed to better support PVWC in their ongoing use of Infinity and Mobility. Westin will also provide a Recommendations deliverable, which will document an approach to resolving larger issues, the new support structure, improving processes, and using previously unused functionality that were delayed until after the go live effort was completed.

Approach

Westin will review and prioritize the current issues list with the PVWC team and the vendor in order to resolve many of the current lingering issues facing the team. There will be focused meetings with the vendor, and escalations where necessary to get working solutions.

While working to resolve remaining issues, Westin will be interviewing team members in order to get a current status on which processes are still proving challenging and inefficient. Westin will also review unused functionality to see where it might help in improving the processes being documented and discussed.

Westin will also work with both PVWC and the vendor in setting up a new support process to better provide needed assistance to Passaic from Advanced.

The Principal Consultant will complete this effort with 100 hours of effort over a three month period, including three on-site visits to do assessments and present the final deliverable with the team.

Deliverables:

- Review and prioritization of current open issues,
- Provide a summary of priorities and resolution plans to management of PVWC and Advanced Utility Systems,
- Conduct support workshops and document a new process for support going forward with Advanced,
- Recommendations document, containing plans for improving processes and functionality.

Change Request and Additional Services Cost

The consulting fee associated with this Change Order is on a Time and Material Basis Not-to-Exceed Basis including expenses. Invoices will be submitted monthly and due within 30 days of submittal.

Phase#	Tasks Name	Principal Consultant		Expenses	Total
		Hrs	Amount		
	Rate/Hour		\$240		
300	Consulting Services	120	\$28,800	\$4,500	\$33,300
	Total Consulting Services	120	\$28,800	\$4,500	\$33,300

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 14-P-56 ENTITLED "PROFESSIONAL SERVICES
FOR COMPLETION OF PVWC'S NEW CUSTOMER
INFORMATION SYSTEM"**

**PROFESSIONAL SERVICES FOR
ADDITIONAL PROJECT MODIFICATIONS
(CONTRACT AMENDMENT NO. 2)**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 14-P-56 – Professional Services for Completion of PVWC's New Customer Information System, change order. (**Westin Engineering**).

Amount of Project or Contract not to exceed: **\$33,300**

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, following solicitation for bids, on December 13, 2016, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27, Harrison Avenue Tank ("the Contract"), and a copy of the bid amounts set forth in the tabulation of bids received for the Contract is attached hereto and incorporated herein by reference (Exhibit A); and

WHEREAS, based on PVWC's review and evaluation of bids received for the Contract, the numerical low bid submitted by APS Contracting, Inc. of Paterson, New Jersey ("APS") failed to list APS' structural steel subcontractor in the bid, which was determined by PVWC to be a material defect in contravention of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51) ("Public Bidding Law") and the Bid Documents, which, as a material, non-curable defect, legally disqualified APS' bid; and

WHEREAS, for reasons cited above Allied Construction Group, Inc. of Parlin, New Jersey ("Allied"), the second numerical low bidder, was determined by PVWC to be the lowest responsible, responsive bidder, and the Contract was subsequently awarded to Allied at the December 21, 2016 meeting of the PVWC Board of Commissioners ("Board"); and

WHEREAS, following award of the Contract to Allied, but prior to execution of the Contract, in correspondence dated January 18 and February 3, 2017, Daniel C. Carmalt, Esq., APS' General Counsel, protested award of the Contract to Allied and asserted therein that

APS' bid did not violate the Public Bidding Law, while further asserting therein that PVWC had erroneously rejected APS' bid; and

WHEREAS, PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by APS; and

WHEREAS, PVWC's notice of hearing letter, dated January 18, 2017, and PVWC's subsequent notice dated February 2, 2017, revising the hearing date to February 13, 2017, to accommodate APS' review of PVWC documents relevant to the Contract, was sent to all bidders, and a hearing was conducted, on record made by a certified stenographic reporter on the revised hearing date, at the offices of PVWC as indicated in the notice, with PVWC General Counsel presiding as Hearing Officer ("the Hearing"); and

WHEREAS, the Hearing was attended by: appropriate PVWC personnel; the respective representatives and counsel for APS and Allied (the first and second apparent numerical low bidders, respectively, with the remaining bidder, Caldwell Tanks Inc., having confirmed receipt of notice of the hearing, but electing not to attend); Kenneth D. McPherson, Esq. of Waters, McPherson, McNeill, P.C. (Special Counsel retained by PVWC); Kenneth C. Ressler, P.E. of Remington & Vernick Engineers, engineering consultants retained by PVWC to assist with specific engineering issues associated with the Contract and performance of the underlying water tank replacement project, and by Jeffery A. Bravstein, P.E. of Christie Engineering, P.C., as consulting engineer/witness for APS; and

WHEREAS, in accordance with the bid specifications and the notice of bidding provided with the bid documents, PVWC had considered both, rejecting all bids and re-bid of the Contract, as allowed PVWC under the Public Bidding Law, and, in the alternative, rejecting APS' bid as being materially defective, unresponsive, not responsible, or unacceptable for other reasons required by law, and

PVWC had determined to award the Contract to Allied as lowest "responsible" bidder; and

WHEREAS, based on testimony and argument presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at and subsequent to the Hearing, PVWC's General Counsel, in his capacity as Hearing Officer has determined and recommended that the award of the Contract to Allied as the lowest responsible, responsive bidder be reaffirmed, with respect to Allied's bid in the amount of \$1,877,500.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard, and having concurred therewith, as set forth in both a memorandum dated March 7, 2017, by PVWC's Director of Engineering, and a memorandum dated March 7, 2017 (Re-Issued) from PVWC's Director of Purchasing, also copies of which are also attached hereto, and made a part hereof by reference, as Exhibit B and Exhibit C, respectively; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the Comptroller's certificate Dated March 7, 2017 (Re-Issued) being attached hereto, and made a part hereof by reference as Exhibit D; and

WHEREAS, a copy of Allied's signed Contract dated December 21, 2016 is also attached hereto, and made a part hereof by reference, as Exhibit E;

WHEREAS, the Public Bidding Law authorizes the award and execution of the Contract upon receipt of bids and qualification of bidders therefor; and

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

1. That Contract No. 16-B-27 "Harrison Avenue Tank" in the total amount of \$1,877,500.00, in connection with the above described goods and services, is hereby awarded to Allied, as Contract Awardee; and

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract with the Awardee, in accordance with this Resolution and the submissions provided in connection therewith, with respect to review of bids conducted in connection with Contract 16-B-27 as set forth hereinabove;

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
GERALD FRIEND

Secretary
DAVID BLUMENTHAL

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 March 15, 2017.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CONTRACT NO. 16-B-27
HARRISON AVENUE TANK**

**TABULATION OF BIDS RECEIVED
DECEMBER 13, 2016 FOR
CONTRACT 16-B-27**

EXHIBIT A

Contract 16-B-27

Harrison Avenue Tank

Bid Item	Description	Stipulated Quantity	APS Contracting Inc.		Allied Construction Group		Caldwell Tanks Inc	
			Unit \$	Totals	Unit \$	Totals	Unit \$	Totals
1	Replacement of PVWC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of	lump sum		\$1,660,000.00		\$1,696,000.00		\$1,800,800.00
2	Provide Hydro-Pneumatic Tank System, at the Lump Sum Price of	lump sum		\$90,000.00		\$90,000.00		\$92,600.00
3	Additional Excavation	50	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$49.00	\$2,450.00
4	Additional Crushed Stone, Gravel, or Quarry Process, at the unit price of	50	\$40.00	\$2,000.00	\$70.00	\$3,500.00	\$41.60	\$2,080.00
5	Additional Concrete, at the Unit price of	20	\$200.00	\$4,000.00	\$800.00	\$16,000.00	\$631.50	\$12,630.00
6	Additional Steel Reinforcement, at the unit price of	1000	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$2.40	\$2,400.00
7	Additional Ductile Iron, at the Unit Price of	60	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$257.00	\$15,420.00
8	Additional Demolition of Reinforced Concrete, at the Unit Price of	20	\$200.00	\$4,000.00	\$300.00	\$6,000.00	\$431.00	\$8,620.00
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to			\$40,000.00		\$40,000.00		\$40,000.00
10	Allowance for Additional Electrical, Instrumentation and Controls, as ordered by the Owner, an amount up to			\$15,000.00		\$15,000.00		\$15,000.00

\$1,826,000.00

\$1,877,500.00

\$1,992,000.00

PASSAIC VALLEY WATER COMMISSION

**CONTRACT NO. 16-B-27
HARRISON AVENUE TANK**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED MARCH 7, 2017**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 7, 2017

To: Honorable Commissioners

From: J. Duprey

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

Re: Contract 16-B-27 "Harrison Avenue Tank"

Following solicitation for bids, on December 13, 2016, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27, Harrison Avenue Tank ("the Contract") in the bid amounts set forth in the tabulation of bids received for the Contract (Refer to Exhibit A of the attached Resolution).

Based on PVWC's review and evaluation of bids received for the Contract, the numerical low bid submitted by APS Contracting, Inc. of Paterson, New Jersey ("APS"), failed to list APS' structural steel subcontractor in the bid, which was determined by PVWC to be a material defect in contravention of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51) ("Public Bidding Law") and the Bid Documents, which, as a material, non-curable defect, legally disqualified APS' bid.

For reasons cited above, Allied Construction Group, Inc. of Parlin, New Jersey ("Allied"), the second numerical low bidder, was determined by PVWC to be the lowest responsible, responsive bidder, and the Contract was subsequently awarded to Allied at the December 21, 2016, Meeting of the PVWC Board of Commissioners ("Board").

Following award of the Contract to Allied, but prior to execution of the Contract, in correspondence dated January 18 and February 3, 2017, Daniel C. Carmalt, Esq., APS' General Counsel, protested award of the Contract to Allied and asserted therein that APS' bid did not violate the Public Bidding Law, while further asserting therein that PVWC had erroneously rejected APS' bid.

PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by APS.

PVWC's notice of hearing letter, dated January 18, 2017, (and PVWC's subsequent notice dated February 2, 2017, revising the hearing date to February 13, 2017, to accommodate APS' review of PVWC documents relevant to the Contract) was sent to all bidders, and a hearing was conducted, on record made by a certified stenographic reporter, on the revised hearing date, at the offices of PVWC as indicated in the notice, with PVWC General Counsel presiding as Hearing Officer ("the Hearing").

The Hearing was attended by: appropriate PVWC personnel; the respective representatives and counsel for APS and Allied (the first and second apparent numerical low bidders, respectively, with the remaining bidder, Caldwell Tanks Inc., having confirmed receipt of notice of the hearing, but electing not to attend; Kenneth D. McPherson, Esq. of Waters, McPherson, McNeill, P.C. (Special Counsel retained by PVWC), and Kenneth C. Ressler, P.E. of Remington & Vernick Engineers, engineering consultants retained by PVWC to assist with specific engineering issues associated with the Contract, and performance of the underlying water tank replacement project, and Jeffrey Bravstein, P.E. of Christie Engineering, P.C., retained by APS to review the Contract Documents on their behalf.

Consistent with the bid specifications and the notice of bidding provided with the bid documents, PVWC had considered rejecting all bids and re-bidding of the Contract, as allowed PVWC under the Public Bidding Law, or, in the alternative, rejecting APS' bid as being materially defective, unresponsive, not responsible, or not acceptable for other reasons required by law, with PVWC having determined to award the Contract to Allied as lowest "responsible" bidder, subject to review at the Hearing.

Based on testimony and argument presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at, and subsequent to, the Hearing, PVWC General Counsel, in his capacity as Hearing Officer, has reported, as set forth herein, that it is his determined and

recommendation, that, for reasons presented in submissions of record in the Hearing, the award of the Contract to Allied, as the lowest responsible, responsive bidder, ought be reaffirmed, with respect to Allied's bid in the amount of \$1,877,500.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard and concurring therewith, as set forth in the instant memorandum of PVWC's Director of Engineering, dated March 7, 2017, and in a memorandum dated March 7, 2017 of PVWC's Director of Purchasing (Refer to Exhibit C of the attached Resolution).

PASSAIC VALLEY WATER COMMISSION

**CONTRACT NO. 16-B-27
HARRISON AVENUE TANK**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED MARCH 7, 2017 (Re-Issued)**

EXHIBIT C

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 7, 2017 (Re-Issued)

To: George T. Hanley
Joseph A. Bella
James G. Duprey
Yitzchak Weiss

From: Gregg Lucianin,
Purchasing Department

Re: Contract 16-B-27
Harrison Avenue Tank

Following solicitation for bids, on December 13, 2016, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 16-B-27, Harrison Avenue Tank ("the Contract") in the bid amounts set forth as follows:

Company	Bid Amount
APS Contracting, Inc.	\$1,826,000.00
Allied Construction, Inc.	\$1,877,500.00
Caldwell Tanks, Inc.	\$1,992,000.00

Of the bids received, the lowest "responsible" bidder, whose submission did not violate Local Public Contracts Law, (N.J.S.A. 40A:11-1 - 40A:11-51), was Allied Construction, Inc., of Parlin, New Jersey.

PASSAIC VALLEY WATER COMMISSION

**CONTRACT NO. 16-B-27
HARRISON AVENUE TANK**

**PVWC'S FINANCIAL CERTIFICATION SHEET
DATED MARCH 7, 2017 (Re-Issued)**

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:

Description of Project or Contract: **16-B-27 - Allied Construction Group**

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

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

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

Other comments: One Year Contract Commencing: March 2017
Harrison Avenue Tank

Date of Certification: 03/7/2017 Certified: \$ 1,877,500.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

PASSAIC VALLEY WATER COMMISSION

**CONTRACT NO. 16-B-27
HARRISON AVENUE TANK**

**ALLIED'S SIGNED CONTRACT
DATED DECEMBER 21, 2016**

EXHIBIT E

CONTRACT
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT #16-B-27
HARRISON AVENUE TANK

THIS AGREEMENT, made and entered into this 21st day of December in the year Two Thousand and Sixteen by and between Passaic Valley Water Commission, a public body, hereinafter designated as "Commission" and Allied Construction Group, Inc. with its' principal office at 499 Washington Road in Parlin County of _____ and State of New Jersey hereinafter designated as "Contractor".

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all of the tools, plant, equipment and labor necessary to perform all of the work described in the Technical Specifications, or which can be reasonably inferred therefrom, except such as may be hereinafter specifically excluded for the contract listed above; all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of Contract, the Supplementary Conditions (if any), General Conditions, Performance Bond (if any), One Year Maintenance Bond (if any), Technical Specifications, Drawings (if any), and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal and other forms.

ARTICLE II - Time of Completion

- (a) The work to be completed under this Contract shall be commenced within thirty (30) days after the Effective Date of the Contract or as specified in the Notice to Proceed, whichever is earlier.
- (b) The work shall reach the point of Substantial Completion within One Hundred and Eighty (180) consecutive days after the date defined in ARTICLE II, paragraph (a). Final completion shall be achieved within Two Hundred and Ten (210) consecutive days after the date defined in Article II, paragraph (a).

October 25, 2016

C-1

ARTICLE III – Performance Bond

For Contracts requiring a Performance Bond, following award of the Contract, the Contractor shall attach hereto the required Performance Bond conforming to the requirements set forth in the Section of the Contract Documents entitled "Information and Instructions for Bidders".

ARTICLE IV - The Contract Sum

Based on the unit prices and lump sums set forth in the Contractor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

One Million Eight Hundres Seventy Seven Thousand Five Hundred Dollars and NO Cents

(\$ 1,877,500.00) (hereinafter "Contract Price").

ARTICLE V – No Waiver

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Contractor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Contractor under this Contract is not a waiver of a breach of any other covenant or duty of the Contractor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Contractor, even when the Commission is aware that the Contractor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

The various rights, remedies, options, and elections of the Commission shall be cumulative, and in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Commission, all of which rights are remedies are fully reserved unless specifically waived. The failure of the Commission to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Commission for recovery of damages or otherwise, in the event of default by the Contractor.

ARTICLE VI - Additional Provisions

October 25, 2016

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Severability. If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

No Assignment. Contractor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

Applicable Law & Venue. This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

Special Limitation on Certain Remedies. Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Contractor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

ARTICLE VII - Retainage

The CONTRACTOR agrees that the OWNER shall be and is hereby authorized to retain from moneys due and payable under this Contract, a sum equal to two percent (2%) of the amount of the Contract items and any Extra Work as guarantee of making any necessary repairs to the work during the Contract period. This is the retainage referred to in General Conditions Article 14.2.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

President

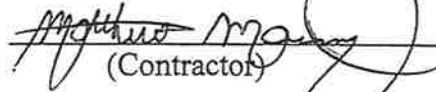
Attest:

PVWC - Secretary

(Witness)

Date: _____

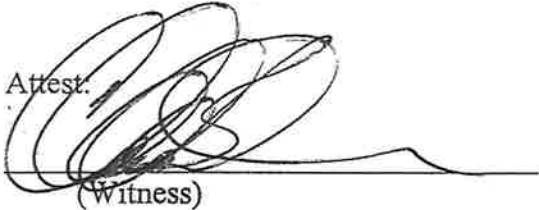
Allied Construction Group, Inc



(Contractor)

Matthew Marcinczyk, President

Attest:



(Witness)

Christopher B. Deane, Secretary

Date: 01/03/17

APPROVED AS TO
FORM AND
LEGALITY

October 25, 2016

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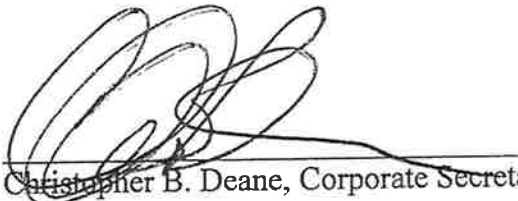


CORPORATE RESOLUTION
Of
ALLIED CONSTRUCTION GROUP, INC.

Be it RESOLVED that Matthew Marcinczyk, President of Allied Construction Group, Inc. be duly authorized to execute the contract agreement as the act and deed of such corporation for the Passaic Valley Water Commission – Contract #16-B-27 Harrison Avenue Tank Project.

The foregoing is a true and correct copy of the resolution adopted by Allied Construction Group, Inc. at a meeting of its Board of Directors on the 3rd Day of January, 2017.

Signed:


Christopher B. Deane, Corporate Secretary

Corporate Seal:

PERFORMANCE BOND

CONTRACT #16-B-27
HARRISON AVENUE TANK

Date of Issuance of Bond: January 3, 2017

Bond No.: 0204101

Penal Sum of Bond: \$ \$1,877,500* ("Contract Price")

*One Million Eight Hundred Seventy Seven Thousand Five Hundred and no/100

OBLIGEE: Passaic Valley Water Commission

Agreement: (Contract Name and Title is set forth above)

CONTRACTOR/PRINCIPAL: Allied Construction Group, Inc.

SURETY: Berkley Insurance Company

Address of SURETY: 475 Steamboat Road, Greenwich, CT 06830

In providing the following Performance Bond (hereinafter "Bond"), such Bond shall not contain any conditions to its issuance or any conditions to the obligations of the Surety issuing same, except as expressly provided in this form of Bond.

This Bond is being issued by the PRINCIPAL and the SURETY to the OBLIGEE in accordance with the Contract. For purposes of this Bond, the Contract includes all of the Bidding Documents which preceded the award of same, the PRINCIPAL's Bid Proposal and other submissions in connection therewith, as well as any changes made, or to be made, to any of the referenced documents on, before or after the full execution of this Bond, and the Contract executed between the PRINCIPAL and OBLIGEE (hereinafter collectively referred to as the "Contract"). The Contract is incorporated into this Bond as though set forth in full herein.

KNOW ALL BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of the Total Contract Price ("Penal Sum"), and for the payment of the Penal Sum to the OBLIGEE, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform all the undertakings, covenants, terms, conditions, and obligations under the Contract, then this Bond shall be null and void, otherwise this Bond shall remain in full force and effect and the PRINCIPAL and SURETY shall remain bound to the OBLIGEE in accordance with the terms of this Bond and the Contract.

October 25, 2016

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Whenever the PRINCIPAL shall be, or is declared to be, in default under the Contract by the OBLIGEE, the SURETY shall promptly take action to either: (1) remedy the default, (2) take over, perform, and complete the PRINCIPAL's obligations under the Contract, or (3) make payment in the full amount of the Penal Sum to the OBLIGEE. For purposes of this provision, the time period that would constitute "promptly take action" shall be whatever is reasonable under the circumstances, but in no event shall the Surety exceed three (3) business days to begin good faith efforts to investigate the OBLIGEE's claim under the Bond, and thereafter, any remedial or completion work to be performed by the SURETY, either by itself, or by assisting the PRINCIPAL, or through completion contractors or consultants, shall be done promptly and as expeditiously as needed to support the then-existing demands placed upon the OBLIGEE.

If the OBLIGEE has terminated the services of the PRINCIPAL, the SURETY cannot use the PRINCIPAL in any capacity (e.g., subcontractor, completing contractor, or consultant) or otherwise assist the PRINCIPAL with performing work pursuant to this Bond without the OBLIGEE's expressed written consent, which consent can be withheld for any reason whatsoever. The SURETY must ensure that any contractors or consultants that it wishes to use in connection herewith satisfy all qualifications, both contractual and legal, to perform any part of the Contract. The SURETY may arrange for the completion of the PRINCIPAL's obligations under the Contract by a contractor acceptable to the OBLIGEE.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE named herein or their heirs, executors, administrators, or successors of the OBLIGEE. Any proceeding, legal or equitable, under this Bond must be instituted before the expiration of two (2) years from the date that either: (a) the PRINCIPAL ceased performing all of the undertakings, covenants, terms, conditions, and obligations covered by this Bond; (b) the termination of the PRINCIPAL's services by the OBLIGEE; or (c) the date on which final payment to the PRINCIPAL came due, whichever of these events occurs last.

Neither the PRINCIPAL nor SURETY may revoke or otherwise limit the OBLIGEE's rights under this Bond without the OBLIGEE'S expressed written consent. The SURETY promises to the OBLIGEE that the OBLIGEE may rely upon the stipulations and agreements contained in this Bond even in the event that the SURETY has waived, or otherwise not received compensation for, agreeing to issue this Bond.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the Penal Sum. Any payment made by the SURETY in good faith under this bond shall reduce the Penal Sum by a like amount.

The SURETY hereby stipulates and agrees that its obligations under this Bond shall in no way be affected, relieved, limited, waived, or diminished by reason of any change to the terms and conditions of the Contract occurring on, before or after this Bond is executed, including but not limited to: (i) changes which supplement, add to, or diminish in any way the PRINCIPAL's role, scope of work, or obligations to the OBLIGEE, (ii) changes which extend or reduce the time for performance including the term of the Contract, and/or (iii) changes which increase or decrease the PRINCIPAL's compensation. The SURETY waives the common law rights of presentment, notice of dishonor, and the right to exhaustion of remedies against the PRINCIPAL.

The date on this Bond may pre-date the Contract without voiding this Bond. The PRINCIPAL may not assign any of its rights or duties under this Bond except to the SURETY. The SURETY shall not assign any of its rights or duties under this Bond, but may delegate the administration of the SURETY's duties subject to the OBLIGEE's consent.

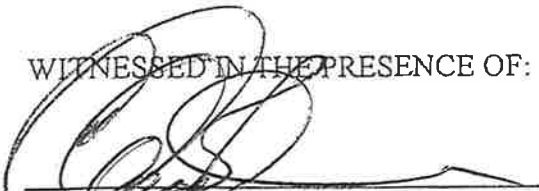
The SURETY represents that it is licensed to engage in the business of issuing contract surety bonds in the State of New Jersey and that it meets the qualifications necessary to issue bonds pursuant to N.J.S.A. § 2A:44-143. All bonds executed by an agent of the SURETY shall be accompanied by a certified copy of the SURETY's grant of authority to act for the SURETY at the time of executing this Bond and the appropriate "Disclosure Statement and Certification" required by N.J.S.A. § 2A:44-143. The OBLIGEE shall have the right to reject any Bond that is not executed in strict conformance hereto.

As a precondition to expiration of this bond and notwithstanding any other terms or conditions hereof, the surety shall supply the Commission with sixty (60) days written notice that the bond will expire. Upon receipt of this written notice and from said date, the bond will remain in full force and effect until the end of the sixty (60) day period even if beyond the date set forth in this bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY bounded together have executed this Performance Bond on this 3rd day of January, 2017 and affixed their respective corporate seals hereto, and each of the undersigned signatories represents that he/she is duly authorized by the governing body or his/her Parties to sign for them.

**** Signatures on Next Page ****

WITNESSED IN THE PRESENCE OF:


Signature of Witness

Christopher B. Deane, Secretary
Print Name of Witness

Dated: 01/03/17

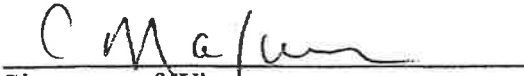
Allied Construction Group, Inc.
PRINCIPAL


Signature of Person Signing for PRINCIPAL

Matthew Marcinczyk, President
Title of Person Signing for PRINCIPAL

[CORPORATE SEAL]

WITNESSED IN THE PRESENCE OF:


Signature of Witness

AnnMarie Keane
Print Name of Witness

Dated: January 3, 2017

Berkley Insurance Company
SURETY


Signature of Person Signing for SURETY

Elizabeth Riga, Attorney-in-Fact
Title of Person Signing for SURETY

[CORPORATE SEAL]

**** Certification is on Following Page ****

Certification for Surety and/or Surety's Agent

I, Elizabeth Riga, do hereby certify that I am the duly authorized attorney-in-fact for the SURETY identified in this Performance Bond to the Passaic Valley Water Commission; and that I have attached hereto a certified copy of the SURETY's grant of authority to permit me to execute and bind the SURETY to this Bond. I hereby grant the OBLIGEE the unconditional permission to contact the SURETY at any time hereafter should the OBLIGEE wish to verify the scope of my agency authority.



Attorney-in-Fact Elizabeth Riga

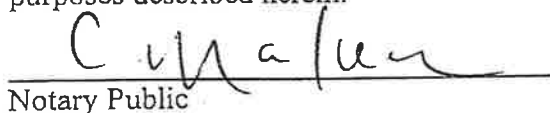
State of NJ :

County of Somerset :

I, the undersigned notary public in and for the above State and County, do hereby

CERTIFY that on January 3 , 2017 ,

 Elizabeth Riga personally came before me and testified that he/she is the duly authorized attorney-in-fact for the Surety identified in this Performance Bond, and that he/she has acknowledged signing and delivering this instrument by his/her own free will and voluntary act as the duly authorized representative for the Surety named herein, for the uses and purposes described herein.



Notary Public

Commission Expiration Date:

ANN MARIE KEANE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 19, 2020

Notice to the SURETY shall be by certified or registered and regular mail and sent to:

 Berkley Insurance Company
(Full Name of Surety)

 475 Steamboat Road, Greenwich, CT 06830
(Address of Surety)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF **NEW JERSEY**
COUNTY OF Monmouth

ON THE 3rd DAY OF Jan. 2017, BEFORE ME PERSONALLY CAME Mathew Marciniak
TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT
12 Monticello Way S. River NJ, THAT (S)HE IS THE President OF ALLIED
CONSTRUCTION GROUP, INC. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE
INSTRUMENT; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF
DIRECTORS OF SAID CORPORATION.

Amanda Mueller January 3, 2017
Notary Public

AMANDA R MUELLER
Commission # 50048208
Notary Public, State of New Jersey
My Commission Expires
October 21, 2021

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Alfred C. Marquis, Jr.; Peter H. Forenza; Robert B. Pitts; John J. Sciortino, Jr.; William X. Linney; Elizabeth Riga; Ann Marie Keane; or Jane L. Fedorczyk of Construction Risk Partners, LLC of Branchburg, NJ* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of September, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 3rd day of January, 2017.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2015 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	8,870,177
Common & Preferred Stocks		3,285,217
Cash & Short Term Investments		567,599
Premiums Receivable		1,396,912
Other Assets		<u>2,989,424</u>
<u>Total Admitted Assets</u>	\$	<u>17,109,329</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	8,753,797
Unearned Premium Reserves		2,503,622
Other Liabilities		<u>556,351</u>
<u>Total Liabilities</u>	\$	<u>11,813,770</u>
Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,818,041
Unassigned Surplus		<u>2,434,508</u>
<u>Total Policyholders' Surplus</u>	\$	<u>5,295,559</u>
<u>Total Liabilities & Surplus</u>	\$	<u>17,109,329</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)
William Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
Carl Fred Madsen

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J. S.A. 2A:44-143

Berkley Insurance Company, 475 Steamboat Road, Greenwich CT 06830,

surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety(ies) meets (meet) the applicable capital and surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2015**, which amounts have been certified by the Certified Public Accountant listed below:

KPMG Peat Marwick, LLP, New York, New York

Surety Companies(y)	Capital and Surplus
Berkley Insurance Company	\$5,295,559,379

(3a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U. S. C. §9305, the underwriting limitation established therein on **July 1, 2016** is as follows:

Surety Companies(y)	Limitation
Berkley Insurance Company	\$440,222,000

(3b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the

United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of **July 1, 2016** is as follows:

Surety Companies(y)	Limitation
Not Applicable	Not Applicable

4) The amount of the bond to which the statement and certification is attached is \$1,877,500.00

5) If by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

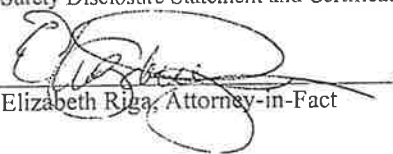
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993,c.243(C.17:51:B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Elizabeth Riga**, as Attorney-in-Fact, for Berkley Insurance Company, a corporation domiciled in the State of Delaware, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE. Further, this form and my signature can be used in Facsimile for the purposes stated within this Surety Disclosure Statement and Certification.


Elizabeth Riga, Attorney-in-Fact, Attorney-in-Fact

FORM OF PROPOSAL

CONTRACT #16-B-27
HARRISON AVENUE TANK

To the Board of Commissioners
of Passaic Valley Water Commission

Made by Allied Construction Group, Inc.

Address 499 Washington Road, Parlin, NJ 08859

Contact Person Matthew Marcinczyk, President Telephone Number 732-257-0772

Facsimile Number 732-257-0774 E-Mail Address mmarcinczyk@alliedconstructiongroup.com

The undersigned as bidder, declares that the only persons or parties interested in this Proposal as principals are named below; or corporation and is in all respects fair and without collusion or fraud; the bidder has carefully examined the Bidding Documents including the form of Contract, the Specifications which are a part thereof, the Information and Instructions for Bidders hereto attached, and that the bidder proposes and agrees that if this proposal is accepted, the bidder will contract with Passaic Valley Water Commission in the form of Contract hereto annexed to perform all necessary work and furnish all of the materials as called for under the Contract in the manner therein specified and according to the requirements as therein set forth, and that the bidder will accept in full payment therefore the sum or sums of money as herein quoted:

<u>Bid Item</u>	<u>Description</u> ⁽²⁾⁽⁴⁾	<u>Stipulated Quantity</u> ⁽¹⁾⁽⁴⁾	<u>Computed Totals</u> ⁽¹⁾⁽²⁾
1	Replacement of PVWC's Harrison Avenue Tank and Appurtenant Work, at the Lump Sum Price of: <u>ONE MILLION SIX HUNDRED NINETY SIX THOUSAND</u> Dollars and <u>ZERO</u> Cents <u>(\$1,696,000.00)</u>	Lump Sum	<u>\$1,696,000.00</u>

<u>Bid Item</u>	<u>Description</u> ⁽²⁾⁽⁴⁾	<u>Stipulated Quantity</u> ⁽¹⁾⁽⁴⁾	<u>Computed Totals</u> ⁽¹⁾⁽²⁾
2	Provide Hydro-Pneumatic Tank System, at the Lump Sum Price of: NINETY THOUSAND Dollars and <u>ZERO</u> Cents (\$ <u>90,000.00</u>)	Lump Sum	\$ <u>90,000.00</u>
3	Additional Excavation, at the Unit Price of: <u>SIXTY</u> Dollars and <u>ZERO</u> Cents (\$ <u>60.00</u>) per cubic yard	50 Cubic Yards	\$ <u>3,000.00</u>
4	Additional Crushed Stone, Gravel, or Quarry Process, at the Unit Price of: <u>SEVENTY</u> Dollars and <u>ZERO</u> Cents (\$ <u>70.00</u>) per cubic yard	50 Cubic Yards	\$ <u>3,500.00</u>
5	Additional Concrete, at the Unit Price of: <u>EIGHT HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>800.00</u>) per cubic yard	20 Cubic Yards	\$ <u>16,000.00</u>

<u>Bid Item</u>	<u>Description</u> ⁽²⁾⁽⁴⁾	<u>Stipulated Quantity</u> ⁽¹⁾⁽⁴⁾	<u>Computed Totals</u> ⁽¹⁾⁽²⁾
6	Additional Steel Reinforcement, at the Unit Price of: <u>Two</u> Dollars and <u>Zero</u> Cents (\$ <u>2.00</u>) per pound	1,000 Pounds	\$ <u>2,000.00</u>
7	Additional Ductile Iron Pipe, at the Unit Price of: <u>ONE HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>100.00</u>) per lineal foot	60 Lineal Feet	\$ <u>6,000.00</u>
8	Additional Demolition of Reinforced Concrete, at the Unit Price of: <u>THREE HUNDRED</u> Dollars and <u>ZERO</u> Cents (\$ <u>300.00</u>) per cubic yard	20 Cubic Yards	\$ <u>60,000.00</u>
9	Allowance for Permits & Miscellaneous Goods & Services, as Ordered by the Owner, an amount up to: <u>Forty Thousand</u> Dollars and <u>Zero</u> Cents	Allowance	\$ <u>40,000.00</u>
10	Allowance for Additional Electrical, Instrumentation & Controls, as Ordered by the Owner, an amount up to: <u>Fifteen Thousand</u> Dollars and <u>Zero</u> Cents	Allowance	\$ <u>15,000.00</u>

TOTAL BID PRICE⁽³⁾⁽⁴⁾

(In Words and Figures):

ONE MILLION, EIGHT HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED
Dollars and

ZERO Cents (\$1,877,500.⁰⁰)

- NOTES: (1) For each Lump Sum Bid Item, the Computed Total is the Lump Sum Price Bid for that Bid Item. For each Unit Price Bid Item, the Computed Total is the product obtained by taking the appropriate Unit Price bid and multiplying it by the Stipulated Quantity stipulated in the Proposal for that Bid Item. Bidder acknowledges that the Stipulated Quantities for calculations of the Computed Totals will be used by the Owner in the comparison of bids and are not guaranteed, and payment for Work under each Unit Price Bid Item will be as set forth elsewhere in these Contract Documents. For each Allowance Item, the Computed Total shall be the amount stipulated for that Allowance Item. Note that if minimum unit prices are indicated, Bidder shall enter a price equal to or greater than the minimum unit price. In the event that a bid price is entered that is lower than the minimum unit price indicated, the minimum unit price indicated will be used for computing the total for that particular item.
- (2) The Bidder's bid prices for the various Bid Items shall reflect an appropriate distribution of costs that reasonably reflect the Work contemplated under the appropriate Bid Items. With the exception of Bid Item No. 1, the Owner reserves the right to order some, all, more, or none of any of the stipulated unit quantities at any time, or times over the duration of the Contract; all at the Owner's sole discretion.
- (3) The Total Bid Price is the sum of the Computed Totals obtained as described in (1) above and is used for convenience in comparing bids. The actual Total Bid Price will be the sum of the Computed Totals as calculated by the Owner. No separate payment will be made for overhead, profit, or for any other add-on cost or expense. The Total Bid Price shall be considered as full compensation for all goods and services indicated, specified or required by the Contract Documents, or which can be reasonably inferred therefrom.
- (4) Refer to the section entitled "Measurement and Payment" in the Technical Specifications for additional information regarding measurement and payment related to the various Bid Items for this Contract.
- (5) Within the parameters established by governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder. In the event a Bidder submits bid pricing that, in the sole opinion of the Commission, appears to be significantly unbalanced or does not appear to reasonably reflect the required scope of Work for a particular Bid Item, or Bid Items, the Commission may consider the Bidder's Bid as not being responsible, or responsive, and within the

parameters established by the governing law, may result in rejection of the Bidder's Bid.

- (6) Bidder is familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Services. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Services.
- (7) Bidder acknowledges that he ✓ did or _____ did not visit the site of the Work (Bidder to check the appropriate line).
- (8) Bidder is aware of the general nature of services to be performed by Commission and others at the sites, or sites, that relates to the Work as indicated in the Contract Documents.
- (9) Bidder agrees that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Refer to the Technical Specifications for other technical data and/or information that the Commission requires the Bidder to include with its Bid Submission. Bidder is advised that failure to submit said technical data and/or other information may disqualify his bid at the sole discretion of the Commission.

This Bid is accompanied by a guarantee in the form of (check and fill in the one that applies):

Bid Bond

Name of Surety: Berkley Insurance Company

Amount of Bond: \$ 10% of Amount Bid Not to Exceed \$ 20,000.⁰⁰

- or -

Certified or Bank Check issued as follows:

Name of Bank: N/A

Amount of Check: N/A

Date of Check: N/A

Made Payable to: N/A

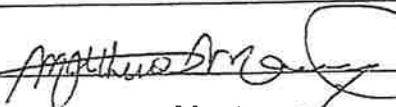
The undersigned Bidder hereby agrees that, if his/her/its Bid Submission shall be accepted by the Commission and said Bidder fails to execute and deliver the Contract and the Performance Bond in accordance with the terms of the Bidding Documents, then the Bidder shall be in breach and the Bidder's Bid Submission shall be deemed abandoned, and thereupon the guarantee shall be payable

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to and retained by the Commission as liquidated damages, otherwise the guarantee shall be returned to the undersigned.

*Name of Bidder (Typed) Allied Construction Group, Inc.

Signature of Person Signing 

Name and Title of Person Signing (Typed) Matthew Marcinczyk, President

Address of Bidder (Typed) Allied Construction Group, Inc.
499 Washington Road
Parlin, NJ 08859

WITNESS: 
Signature

Typed Name Christopher B. Deane, Secretary

DATE: Dec 13th 2016

*** Indicate whether bidder is corporation, partnership or individual. If bidder is a corporation, indicated State of Incorporation and attach Corporate Resolution authorizing bid submission and execution by person signing.

New Jersey Corporation, State of Incorporation

N/A Partnership

N/A Individual

BIDDER'S PROPOSED SUBCONTRACTORS

WORK CATEGORY

NAMES AND ADDRESSES

General Construction Work: Allied Construction Group, Inc.
499 Washington Road
Parlin, NJ 08859

Structural Steel and
Ornamental Iron Work: Caldwell Tanks Inc.
4000 Tower Road Kentucky 40219

Plumbing Work: None Required

Heating and Ventilating Work: None Required

Electrical Work: Travis, Inc.
11 Merry Lane East Hanover NJ

NOTE: Submission of the names and addresses of the Subcontractors required by N.J.S.A. § 40A:11-16 is essential and non-waivable. Failure to comply with the statutory requirements will result in the bid being deemed non-responsive. The Contractor shall specifically identify each of his Subcontractors who will perform: General Construction Work; Structural Steel and Ornamental Iron Work; Plumbing Work; Heating and Ventilating Work; and Electrical Work. If Subcontractor will not be utilized for some or all of the work categories stipulated above, the Bidder shall indicate next to the appropriate work category: "None Required".



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CALDWELL TANKS, INC.
Trade Name:	
Address:	4000 TOWER RD LOUISVILLE, KY 40219
Certificate Number:	0103220
Effective Date:	July 01, 1966
Date of Issuance:	December 13, 2016

For Office Use Only:
20161213100509961

Certificate Number
633037

Registration Date: 09/29/2015
Expiration Date: 09/28/2017



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.4b, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2015
Caldwell Franks, Inc.

Responsible Representative(s):

Responsible Representative(s):
Bernard S. Fineman, President
David E. Bartley, Secretary

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE