

#### **Executive Director's Report**

For the Month

Of

April, 2017

Joseph A. Bella May 24, 2017 Board Meeting

- 1. Finance and Accounting
- 2. Customer Service/Distribution Operations
- 3. Engineering
- 4. Information Technology Services
- 5. Plant Operations
- 6. Purchasing
- ~ Attachments:
  - Calls & Work Order charts (2 pages)
  - Aged Arrears (6 pages)
  - Professional Service's April / May (11 pages)
  - Current Contracts April / May 2017 (8 pages)

#### 1. FINANCE AND ACCOUNTING OPERATIONS

The total flow from the Plant increased from 1,366 million gallons in April, 2016 to 1,478 million gallons in April, 2017, by 112 million gallons. This equals an increase of 3.7 million gallons per day. At the wholesale rate of \$2,389.12 per million gallons, this is equivalent to an increase of \$265,192.32 in revenue for the month.

The total flow from the Plant for the prior reporting period of March, 2016, was 1,386 million gallons. The total flow for March, 2017, was 1,903 with a increase of 517 million gallons or 16.6 million gallons per day which is equivalent to a decrease of \$1,229,441.15 in revenue for the month.

#### 2. CUSTOMER SERVICE/DISTRIBUTION OPERATIONS

- Total Customer Service calls for April, 2017, were 10,703; total call-rate abandonment was 8.96 percent for a total of 959 abandoned calls.
- Total Customer Service calls for March, 2017, were 12,155; total call-rate abandonment was 9.44 percent for a total of 1,147 abandoned calls.
- Year-to-date Customer Service calls for 2017 were 46,726; the total call-rate abandonment year-to-date for 2016 is 8.26 percent (3,860 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**

- Work orders for the month of April, 2017, were 1,500; and, 97 radio reads were installed on large, monthly-commercial accounts.
- Work orders for the month of March, 2017, were 1,384; and, 87 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 10 main breaks in April, 2016, and 8 main breaks in April, 2017.
- There were 9 main breaks in March, 2016, and 5 main breaks in March, 2017.
- Total main breaks for 2016 were 164
- Total main breaks for 2015 were 211.
- Fifty-four Employees worked 1,664 overtime hours in April, 2017.
- Fifty-four Employees worked 957 overtime hours in March, 2017.
- Total overtime hours were 12,966 in 2016, and 12,119 overtime hours in 2015.

#### 3. ENGINEERING DEPARTMENT

#### **Current Projects**

• Contract 17-B-26 for replacement of approximately 800 lead service lines in PVWC's distribution system was awarded. A resolution with recommendations concerning award of Project 16-P-65 for professional services to assist PVWC during the construction phase of this work will be submitted for consideration at the Commission's May 24, 2017 Meeting.

- The feasibility study portion of Project 16-P-61 "Professional Engineering Services for Rehabilitation of Two PVWC Water Main River Crossings" 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.
- Under Contract 16-B-27 "Harrison Avenue Tank", the existing elevated water tank will be demolished as one of the first items of work under the Contract. This Construction Work is being expedited to minimize the duration of ongoing emergency structural welding repairs of the existing tank.
- Project 16-P-63 "Professional Architectural Services for Rehabilitation of PVWC's Main Pump Station, Superintendent's Building and Jackson Avenue Pump Station" is continuing.
- 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 include:

- Contract 17-B-19 "Water Main Cleaning and Lining Clifton and Passaic" has been awarded and the Contract is underway.
- Pipe replacement in Lodi (to be advertised the end of May 2017).
- The large valve replacement project is anticipated to be completed and advertised for public bidding around the end of July 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 de-bugging of the new remote sites SCADA system, the SCADA Contract is still projected to be completed within budget and within the next two months.

- 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 has been prepared and will be advertised as soon as it is finalized.
- 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 design phase of this Project is now underway.

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 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. There has been no significant change in the status of the project to date.
- Grant/Loan/NJEIT Funding: PVWC's Engineering Department continues coordination with New Jersey Environmental Infrastructure Trust regarding upcoming projects, and future loan forgiveness opportunities.
- Departmental Support: Assisted other PVWC Departments (Purification, Distribution, Maintenance, and Legal) on Engineering-related matters, such as wholesale billing, allocation-related issues, interconnecting testing, regulatory interfacing related to the dams, the DPCC program, and other regulatory-related issues.

#### **Long-Term Ongoing Projects**

• Public Outreach and Participation for the New Street Project

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

#### • Standby Power Generation System at the Plant

Contract 15-B-25 "Water Storage Improvements Phase 1-Standby Emergency Generators" is continuing forward.

#### 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

- Continuing project to virtualize all servers, upgrade all the servers to Server 2012 (except LIMMS), install and set up Dell AppAsure server backups, create a disaster recovery plan and backup server location n Totowa, upgrade Microsoft Exchange 2000 to Exchange 2012, create a 10 GB backbone from Clifton to Totowa, set up backup internet site with fail over to Totowa
- Social Media:
  - o 457 likes & 468 followers on Facebook
  - o 432 followers on Twitter
  - o 157 followers on Instagram

#### 5. PLANT OPERATIONS

MAINTENANCE AND CONSTRUCTION

#### **EXECUTIVE SUMMARY**

#### Maintenance

- Replace Chemical Containment Valve actuator.
- Work with Ron Umstead on Annual Interconnection Testing.
- Replace carbon filters on Clearwell #1 and CFE 1 & 2 CFE HACH CL17 analyzer drain lines.
- Repair fence for Great Falls Bridge.
- Rebuild 4" GA OPR (Over Pressure Relief) Valve in Cape May Pit, Harrison.
- Repair broken windows in the Main Pump Station.
- Rebuild 6" GA regulator in Sunset Pit Fairfield.

#### LFWTP MAINTENANCE

- Contactors Remove old ss piping and install new ss piping for ozone in Contactor #1. Bubble Test new ss piping in Contactor #1.
- Clarifier Wash and do Annual Inspection of Clarifier #2, #3 and #4. Replace VFD's on Clarifier #2, #3, and #4 drives.
- Dewatering Station
- Dry Polymer System
- Equalization Basin
- 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

#### **Transmission**

- Airport Pump Station
- Industrial Pumps Repack Pump #1.
- Morris County Pump Station Replace ASCO valve on Pump #1 discharge valve.
- Totowa Pump Station
- Transfer Pumps Repair leak on Pump #1 hydraulic cylinder.
- Verona Pump Station
- Wanaque Pump Station Replace ASCO valve on Pump #5 discharge valve.
- Wanaque South Pump Station

#### **Chemical Feed System**

- Pressure wash and clean the Morris County chemical pumps and containment.
- Replaced hose on Corrosion Control Pump #2 at Great Notch Reservoir.
- Replaced seal on Sodium Hypochlorite Pump #1 bleeder check valve at Burhans Ave Pump Station
- Cleaned floor, pumps and piping at Burhans Ave Pump Station due to leaking seal on Sodium Hypochlorite Pump #1.
- Installed new polyhose on the discharge side of Hose Pump #2 to the injector rod at High Crest Lake Pump Station.
- Replaced failed 2" ball valve with a new one on the Corrosion Control fill line at the Chemical Truck Unloading area.
- Installed a new bulkhead fitting and level sensor for the Sodium Hypochlorite tank at Nosenzo Pond Pump Station.
- Replaced both gaskets on the #2 Sodium Hypochlorite flowmeter in the plant.
- Vacuumed up 16 gallons of sodium hypochlorite from the containment floor due to the leak on the flowmeter.
- Installed a new ball valve on the discharge line for Sodium Hypochlorite Tank #1 at Great Notch Reservoir.
- Installed two new injector check valves on Residuals Polymer Systems 1680 and 1681.
- Replaced gears on Post Sodium Hypochlorite Pumps #1 and #2.
- Replaced wind sock at the Chemical Truck Unloading area.
- Delivered 7,680 gallons of corrosion control to Great Notch Reservoir, Botany and Burhans Ave Pump Stations for the month.

#### **Distribution/Remote Facilities**

- Point View
- Nosenzo Pond
- Burhan's Ave PS Replace strike on chemical room door. Replace lid on 6" GA electric check valve.
- High Crest Public Water System Form and pour 6.5 yards of concrete for emergency generator pad at the tanks.
- Bloomingdale/Riverdale/Mathews Avenue Pump Station
- Great Notch Facilities
- Dixon Ave
- Garret Heights Pump Station Paint pump station. Clean and adjust OPR (Over Pressure Relief) valve.
- Lodi
- New Street Pump Station Move and anchor sample site stairs.
- Levine Reservoir
- Lincoln Park PS
- 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 Rebuild and install Pump #2.

#### WATER QUALITY AND TREATMENT OPERATIONS

#### LFWTP performance for April 1 - 30, 2017:

- All LFWTP treatment regulatory requirements were met in April 2017.
- All LFWTP chemical disinfection requirements were met in April 2017.
- Potassium permanganate was not used for source water treatment in April 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 April.

#### • Filtration:

- 1. There were no regulatory violations in April for either individual filter effluent or combined filter effluent.
- 2. The maximum CFE turbidity (0.03ntu to 0.07ntu).

#### • Residual disinfection with chlorine:

- 1. One regulatory violation for the chlorine residual concentrations. April 17<sup>th</sup> the CFE dropped below 0.2mg/L for 27 minutes. Reported to State on LFWTP Disinfection Residual Report.
- 2. The target residual is 2.0 2.2 mg/L (1.6 to 2.3 mg/L). The range during April for CFE chlorine residual was 0.08 mg/L 3.41 mg/L.

#### • Finished water (LFWTP) pH:

1. Finished water pH was usually within the target range of 7.8 to 8.2, and was always between 7.8 - 8.5.

#### **LFWTP Treatment Processes:**

- A-2 filter: out of service (influent valve needs to be replaced).
- Nitrogen Feed System for generator system is being developed. (Black & Veatch & Xylem).
- Contactor 4: Measurements were completed waiting on SS piping to complete the installation. Contactors 1,2,3 were completed.
- Annual inspections for all 4 Actiflo trains were completed.
- Bi-Annual inspections for both Thickeners were completed.

#### WTP Shutdowns:

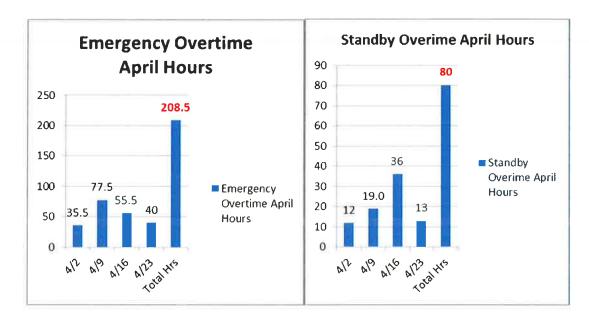
• April 19<sup>th</sup> 2017 Schedule Electrical Shutdown for 6.5 hours.

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

• April 12<sup>th</sup> Great Notch had a low chlorine violation which was reported to the State. The action report was completed and all coliform samples came back negative.

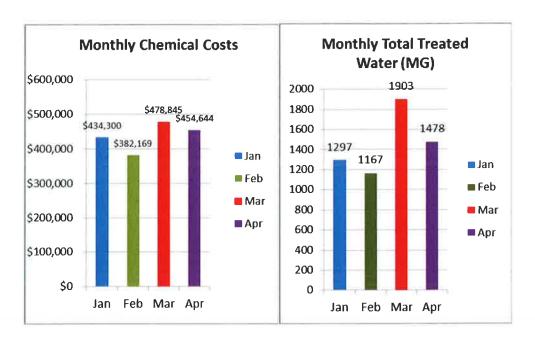
#### **Consultant Projects:**

- A. Treatment Process Optimization (Black & Veatch):
  - a. Developing a Nitrogen Feed system for our Ozone Generators
- B. Ozone System Optimization (Process Applications Inc.)
  - a. Process Application sent a proposal to optimizes our filters for the new LT2 SWTR
  - 1. 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:



#### **Cost Factors:**

2017 Monthly l	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	\$172,801	\$434,300	\$334.80
February 2017	1167	\$205,798	\$171,393	\$382,169	\$327.42
March 2017	1903	\$304,895	\$127,910	\$478,845	\$251.67
April 2017	1478	\$261,992	\$156,892	\$454,644	\$307.57



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

#### **LABORATORY DATA SUMMARY**

#### 1. Regulatory Lead Testing

We have received and analyzed most of the water samples we expect to receive for the current round of regulatory lead and copper testing (January – June). With these results we can see the continuing effect that our phosphate treatment is having in reducing lead exposure among customers living in the treated areas. Lead levels among taps in the untreated areas of our system are roughly 3 times higher than levels in the treated areas. This ratio is about the same as what we saw during the last round of sampling (July – December 2016).

	Median Lead Level*	90 <sup>th</sup> Percentile Level*
	(ppb)	(ppb)
Treated Area (Clifton/Passaic)	1.1	4.0
Untreated Area (Paterson / Prospect	3.7	11.9
Park)	3.1	11.7
System Overall	2.4	8.9

<sup>\*</sup>preliminary results obtained to date

<sup>\*</sup>Cost totals include preliminary estimates for the costs Levine Reservoir, New St. Reservoir, Great Notch Reservoir, and Botany Pump Station.

This map visualizes the disparity between lead levels in the treated area of our system (shaded in green) and the untreated area (unshaded).

Residential taps that showed lead levels above our overall system median of 2.4 ppb are shown in Red, those below the overall median are shown in Green.

#### Residential taps above the median\*

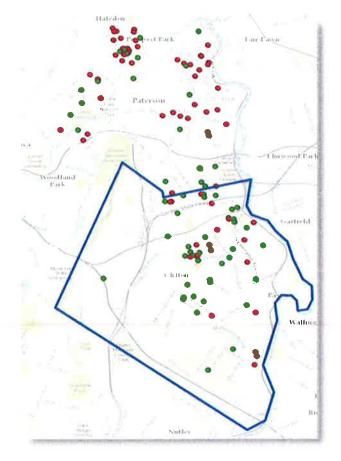
Treated area:

17 customers

Untreated area:

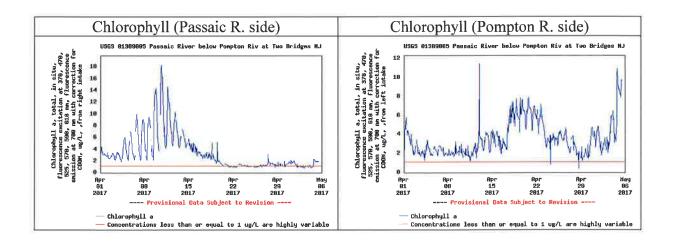
46 customers

\*preliminary results to date



#### 2. Algae Levels

With the arrival of spring weather we see occasional, minor upticks in the level of algae in the rivers leading to our intake. The two rivers (Pompton and Passaic) respond differently to these conditions as shown below. At present the levels are well below levels of concern.



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

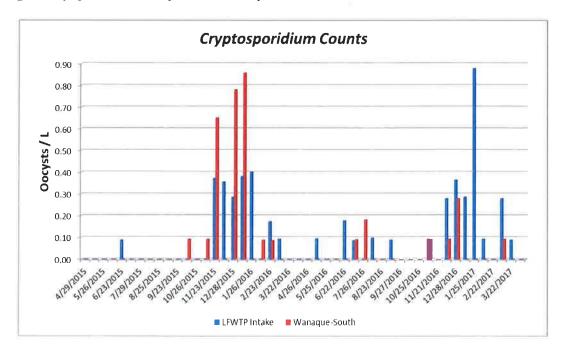
We have completed the second-round *Cryptosporidium* sampling (2015 – 17) required by the LT2 regulation. Our regulatory compliance average for our Passaic River intake point puts PVWC into the EPA "Bin 2" classification. According to the EPA regulation, we will be compelled to propose to the State a program for additional *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, as shown below. The statistical *Crypto* average for the Pompton intake came out at 0.073 oocysts/L (vs. 0.105 for our Passaic River intake), which technically gives that intake a "Bin 1" classification. PVWC may incorporate this information in its proposal to the State when listing options for compliance.

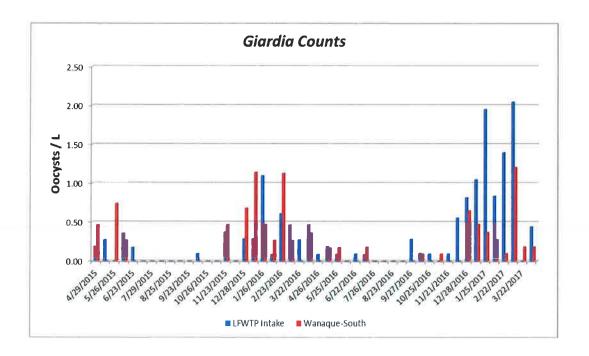
For informational purposes, we also sampled the Passaic River just before its confluence with the Pompton at Two Bridges (our sampling point STRMS-110). The Crypto average at that location is slightly higher than the levels seen in the Pompton or at our Little Falls plant intake on the Passaic.

	Crypto average (oocysts/L)	"Bin 1" Regulatory Limit	Bin Designation
Plant Intake (Passaic R.)	0.105		2
Alternative Intake (Pompton R.)	0.073	<0.075	1
Passaic R. above Pompton confluence	0.119		2*

<sup>\*</sup>not regulatory; for internal information only



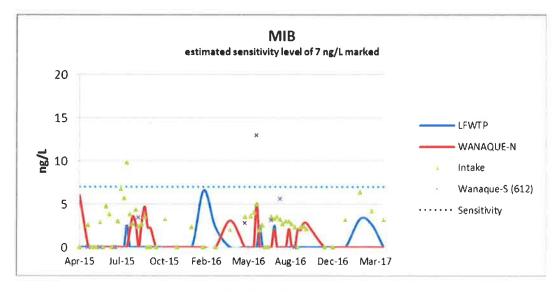
Giardia (not counted towards compliance) has also been observed in our source water at both intakes, with roughly the same seasonal pattern as *Crypto*, although the winter of 2016/17 saw significantly higher *Giardia* counts than the winter before.

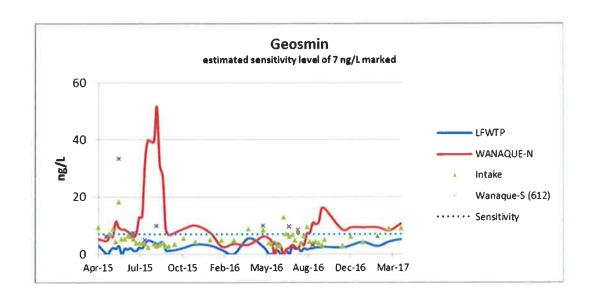


#### 4. MIB/Geosmin Trends - April 2015 to Present

Weekly sampling May – September; Monthly sampling October – April

MIB and Geosmin trends for the past two years are shown below. MIB remains well below our estimated level of customer perception (about 7 parts per trillion). Geosmin has trended up slightly over the past few months. Overall, levels of MIB and Geosmin are roughly comparable to previous years at this time.





#### 5. Caldwell Trucking

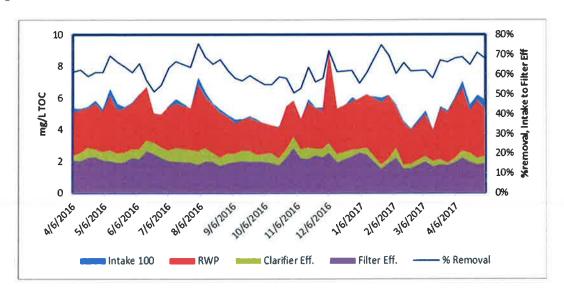
Results from Caldwell Trucking for February were not available since Deepavaal Brook was frozen at their sampling time. Our own quarterly sampling at our location STRMS-104B, on the Passaic River at the Deepavaal Brook confluence, on March 9 showed low levels of the usually detected analytes reported by GWTT. None of these compounds were observable in our Little Falls plant intake at our most recent sampling there in April.

	(Brook down	GWTT istream	of tributary)	Quarterly PVWC Sampling, Passaic R. at Deepavaal Brook	NJ MCL for Drinking Water
	Jan 9	Feb 7	March 13	March 9	
Chloroform	<0.1 μg/L	u	0.28 μg/L	<1 μg/L	(inc. in THM4)
cis-1,2-	9	stream frozen	37.6	4.7	70 μg/L
dichloroethene		] if			/ υ μg/ L
1,1-dichloroethane	0.5	am	2.1	0.31	50
1,1-dichloroethene	0.6	tre	1.9	<1	2
Tetrachloroethene	2.7		5.6	1.9	1
1,1,1-	2.2	ed	7.9	1.4	30
trichloroethane		ldu			30
Trichloroethene	11	Not sampled	53.9	7.5	1
MTBE	< 0.2	ot	< 0.2	<1	70
vinyl chloride	0.4		0.54	<1	2

### 6. TOC Removal – Intake/RWP, Clarifier Effluent, and Filter Effluent – April 2016 to date: Organics removal for Little Falls treated water remained well above regulatory requirements (35-45%), as shown in the trends below. The removal rate

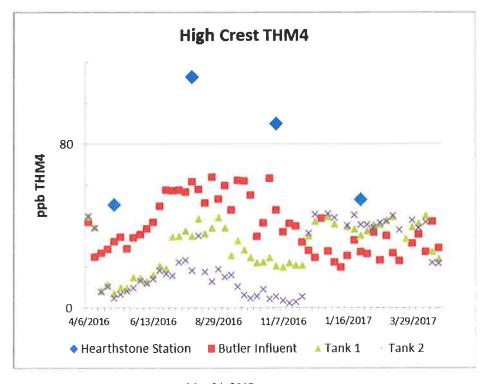
does not appear to be significantly impacted by changing water quality across seasons of the year.

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

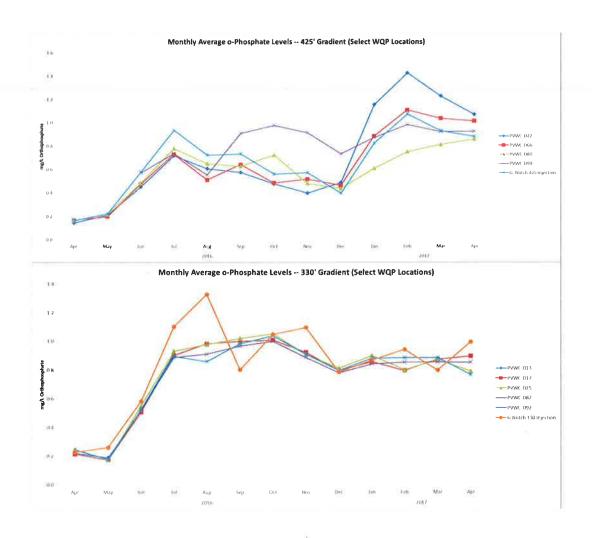
Our scasonal tank recirculation system was re-started in April, resulting in a decrease in the tank THM levels as shown below. Results from the four most recent regulatory samples at the Hearthstone sampling station are also shown below. Our quarterly May 2017 compliance sample has been taken, results pending.

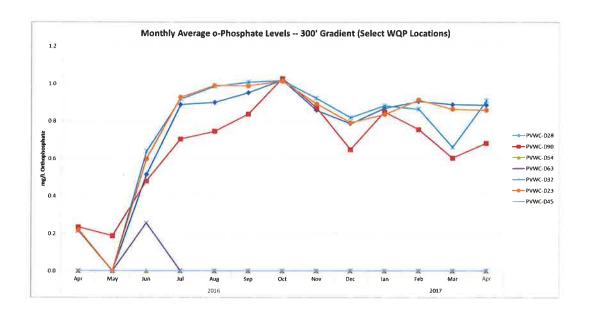


#### 8. Distribution System Corrosion Control Treatment

The following charts display mg/L o-phosphate as P, 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 April, 2017. The levels in the 425 gradient, which were previously somewhat more variable due to flowmeter issues at the dosing point, have become more consistent with the steadier levels seen in the 330 gradient. Phosphate levels in the 300 gradient, at those locations where phosphate is 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.

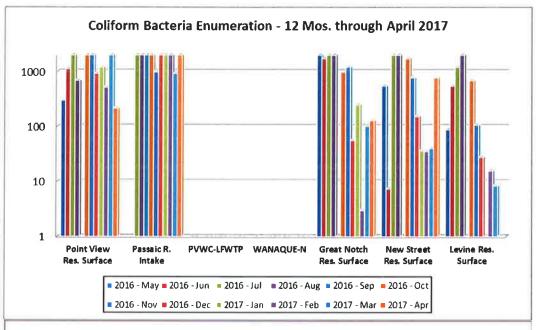


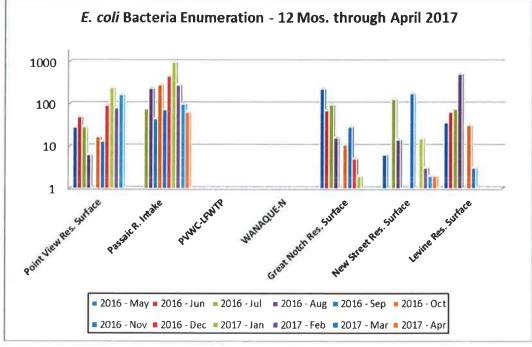


#### 9. Coliform Profiling

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 cooler months of winter, this effect is diminished somewhat as would be expected, but it does not disappear.

The following charts depict these monthly studies for the 12-month period ending April, 2017, for Total Coliform and *E. coli* enumerations.





10.

#### Laboratory Revenue

Billing for March, 2017:

\$9,231.50

Total Billing for 2017 to date:

\$29,241.00

11 <sub>*</sub>		Tim	e Summa	ry (4/9 –	4/29/2017)	
Category	Regular	Standby	ОТ	Sick	Absent (Vac, Jury, etc.)	No Pay
Total Hours	1579	4	41	53	105	0

#### **6. PURCHASING**

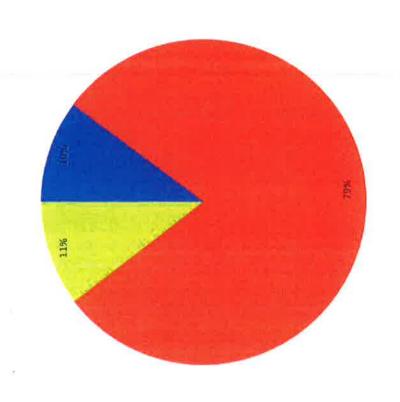
See attachments:

- Professional Service's April / May (11 pages)
- Current Contracts April / May 2017 (8 pages)

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Attachments (27 pages)

## April 2017 10,703 Calls



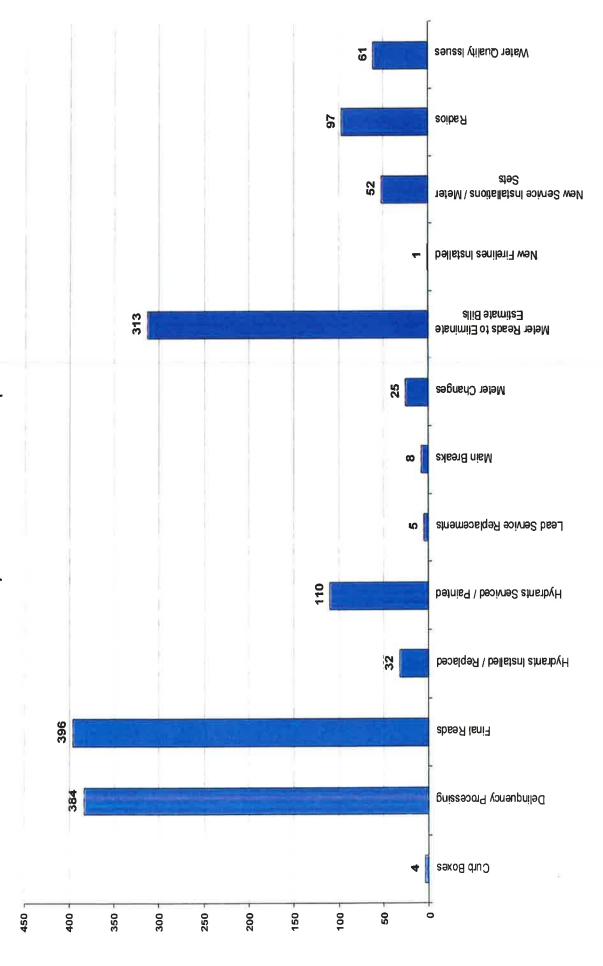
Transferred - 932

Handled - 7,272

- Abandoned - 959

# April 2017 – Work Orders Total: 1,500





## 05/11/2017

## Report Criteria Selected

Sewer;Water; Active Account Status: A/R Type:

Account Type:

PASSAIC VALLEY WATER COMM Company:

Cycle:

Sunday, April 30, 2017 66'6666 Ageing Date: A/R Amount:

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: Selected Ageing Bucket:

Not Aged

3 06 57 pm	PASSAIC VALLEY WATER COMM	mwood Park	
12201	2	▥	
1080	Name		04
2000 24	Сотрапу Мате	Division:	Cycle:

Aged Arrears Detail Listing

Division: Cycle	Elmwood Park 04									
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
19554	MÜRGAN PROPERTIES ELMWOOD VILL A 84 ELMWOOD TERRACE - ELMWOOD PARK, NJ. 07407	Active Residential	04		\$22,661 73				\$1,015 69	\$25,677 42
2166966	MARCAL PAPER COMPANY 456/844 RIVER DRIVE - ELMWOOD PARK, NJ, 07407	Active Residential	04				\$23,639.72		57,430 61	\$31,070.33
01670117	EMPIRE OVERALLIDRY CLEANERS 10 STEFANIC AVENUE FIREL ELMYCOOD PARK, NJ. 07407	Active Fireline	04		\$92.60		\$756 78		89 189 44	\$10,038.82
Cycle: 0	04	Total Customers:	೯		522,754 33		\$24,396 50		\$17,535,74	364 786 57
Division:	Elmwood Park	Total Customers:	6		522,754 33		\$24,396.50		\$17,63574	\$64,786.57
J208345 (60282	KEVIN TRYANOWSKI 181 PASSAIC STREET «GARFIELD, NJ, 07026	Active	18			\$1,255,58			\$41,514.59	542 770 17
02855377 058091	akramamaisse 25g passaic street - garfield, nj. 07026	Active Small Commercial - < 2'	 		\$146.33	\$2,193.62			\$14,390 73	\$16.730.68
Cycle:	18	Total Customers:	2		\$146 33	\$3,449.20			\$55,905.32	\$59,500.85
Division:	Garfield	Total Customers:	2		\$146 33	\$3,449.20			\$55,905 32	\$59,500 85
0126215 101880	MILAN AUTO PAINTER 53 CLIFTON BOULEVARD FIREL CLETON N. 107013	Active Fireline	16		S444 47	5439 73	\$419.26	\$415.89	\$8 763 89	\$10,483 24
0123975	ALPH PROCESSION 210 DELAWANINA AVENUE - CLIFTON NJ. 07014	Active Industrial = 5" and above	20		\$3,900.29	\$3,528 59	\$2,604.30			\$10,033 18
0124210 010/42	INTERNATIONAL VEILING COMPANY 244 HAZEL STREET - CLIFTON NJ. 07011	Active Industrial - 6" and above	<u>0</u>		\$6,086.79	\$5,113.20	\$765 53			\$11,965.52
00 H 00	PB NUTCLIFF, LLC #2 311 ROUTE 3 EAST - CLIFTON, NJ, 07012	Active Industrial - 6° and above	9		\$11,650 16					\$11,650.16
31232B7	ALERED HELLER SARGESTY MAKENIP - OTHERON NI 177012	Active	9		5665 33	S338 51	8969 15		\$33,007 03	534 970.02
041166	ALTRED HELLER HEAT  S WELLINGTON STREET  FIRE  C. ETTAN N. I. PATATO	Active Fireline	<u>о</u>		99 8998	\$353 41	\$640.75	\$634 47	531,365.63	\$33,658 22
Cycle: '	19 CELL CON, 180 DECE	Total Customers:	9		\$23,411.00	\$9,773.44	\$5,388.99	\$1,050.36	\$73,136.55	\$112,760 34
Division:	PVWC - Clifton	Total Customers:	ص		\$23,411 00	59 773 44	85,388 99	\$1,050.36	573,136 55	\$112,760 34
011324	M SCHUELLER SCORABELLE AVENUE - LODI, NJ. 07644	Active Residential	1			\$469.04			\$17,776.07	\$18,245 11
472,5732 CV 654	ASSOCIATES GESWALDO BI DELL GLEN AVENUE FIREL COL NI 10744	Active	23		\$439.91	5300 87	\$421.38	\$417.25	512 017 75	\$13,597 16
011,9023	MICHAEL CRUZ 4 CARBALDI AVENUE LODI, NJ 07644	Active Residential	23			\$1,730.36			584,304.78	SB6,035 14
Cycle:	23	Total Customers:	8		\$439,91	\$2,500.27	\$42138	\$417.25	\$114,098,60	\$117,877 41
Dívision:	PVWC - Lodi	Total Customers:	3		\$439 91	\$2,500 27	\$42138	\$417.25	\$114,098 60	\$117 877 41
V) 891.85	TERMIL'INC 45-47 RIDGE ROAD FIREL	Active Fireline	25	## ### ### ### ### ###################	\$535 69	\$382 24	\$512.39	\$507.36	\$15,490 56	\$17,428.24
02017.63	NORTH ARLINGTON NJ. 07031 EAST NEWARK CENTER, LLC 255 GRANT AVENUE - EAST NEWARK, NJ. 07029	Active Industrial - 6" and above	25		\$2,714,90	\$4,157.38	\$4,003.81	\$3,949.50	\$146 088 67	\$160,914.26
Cycle:	25	Total Customers:	2		\$3 250 59	\$4,539.62	\$4,516.20	\$4 456 86	\$161,579.23	\$178.342.50

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Customer #	Current on Name	Arthur State Control								
Account #	Address	Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
Division:	PVWC - North Arlington	Total Customers:	2		\$3,250 59	\$4,539.62	\$4,516.20	\$4,456.86	\$161,579 23	\$178,342.50
0252961 J38196	PASSAIC INDUSTRIAL PROP. LLC 90 DAYTON AVENUE - PASSAIC. NJ. 07055	Active Industral - 6" and above	15		\$7,722.94	\$7,885.70				\$15,608.64
0250669 056214	NEW JERSEY NORSE HOLDINGS 62 DAYTON AVENUE - PASSAIC, NJ. 07055	Active Small Commercial - < 2"	45		\$114 16		\$2,173.43		\$11,167.80	\$13,455.39
0063679 068660	PASSAIC BOARD OF EDUCATION 390 GREGORY AVENUE - PASSAIC, NJ, 07065	Active Municipal	15				3974 06		\$43,730 90	\$44,704.96
U123535 061744	AHMAD ODATALLA 200-222 JEFFERSON STREET FIREL PASSAIC, NU, 07085	Active Fireline	15		\$607.04	\$353 41	\$584 39	\$578 66	\$25,614 04	\$27,737 54
01 <u>2</u> 5693 J65960	PASSAIC PUBLIC SCHOOLS - DANIEL F RYAN NO 19 32) HIGHLAND AVENUE FIREL PASSAIC, NJ. 07085	Active Fireline	15		\$1,038.47	\$883 78	S994 62	\$893 33	\$12,92462	\$16,835.02
0.12.57.29 064402	HONG LUI 184 MONROE STREET FIREL PASSAIC, NU, 07085	Active Fireline	15		\$309 51	\$182 58	\$297.85	\$294 93	\$12,818.95	\$13,903,82
30:25059 064960	TONY RODRIGUEZ 291 MONROE STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	70		\$106 70		\$1,185 76		\$10 388 26	511,680 72
0245775 065074	DCNA COSINA RESTAURANT #1 379 MONROE STREET - PASSAIC, NJ 07055	Active Small Commercial - < 2"	45		\$127.36		\$741.27		\$12,578.59	\$13,447.22
U261031 J66D32	120 PARK PLASDOMTES, LLC 122 PARK PLACE - PASSAIC, NJ. 07055	Active Small Commercial - < 2"	<u>ru</u>		\$1 604 98	\$3,128.45	\$1,551.65		86,960 09	\$13,245 17
3127.141 350250	PASSAIC PARK REALTY, LLC 21± PASSAIC AVENUE - PASSAIC, NJ, 07055	Active Commercial - up to 6" mtr	15 tr			\$6,011.92	\$3,014 38		\$6,514.94	\$15,541 24
0244459 J65410	GREEN UNION, LLC 47 PASSAIC STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	<del>1</del> 0		\$254 06		\$1,309 49		\$25 622 26	\$27,185.81
U113631 066878	PASSAIC BOARD OF EDUCATION 175 GREGORY AVENUE - PASSAIC, NJ, 07055	Active Municipal	r. r.				\$3,456 10		\$18,388 41	\$21,844 51
0221833 367134	JOSE RODRIGUEZ 472 PAULISON AVENUE - PASSAIC, NJ. 07055	Active Residential	₹. Ø.		\$140 53		\$487 12		\$14,201 31	\$14,828.96
0152161	EVELIA DE DIOS 32 PRESIDENT STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	15		\$84 77		\$2,106.21		\$8,325.13	\$10,516 11
0061417	VICTOR CAMILO 380 400 RIVER DRIVE - PASSAIC, NJ. 07055	Active Commercial - up to 6" mtr	15		\$16,973 58	\$2,729 11		\$1,730 89	534,141,62	\$55,575.20
0125871 070828	CAMACHO EZEQUIL 44 46 WALL STREET FIREL PASSAIC, NJ 07055	Active Fireline	15		\$572.96	\$566 96	\$545 23	\$541 86	\$21,622 14	\$23,849.15
0127575	CHRISTOPHER VARGAS 72 4TH STREET - PASSAIC, NJ. 07065	Active Small Commercial - < 2"	τΩ.		\$143.23		\$1,565.32		\$13,834 29	\$15,542.84
0158973	ENVIROCCURP LUD DERV #1 95-105 PASSAIC STREET = PASSAIC, NJ, 07055	Active Industrial - 6" and above	15		\$256 35	\$502.76	\$244.70		\$12,538 78	\$13,542.59
0227633 173642	ENVIROCORP LOGISTICS SERVICES 35 105 PASSAIC STREET FREEL FRSSAIC, NJ. 07055	Active Fireline	15		\$347.22	\$182.58	\$335 19	\$331.90	\$16,629 11	\$17,826 00
0276662 177540	PASSAIC BOARD OF EDUCATION 19-31 HENRY STREET - PASSAIC, NJ. 07055	Active Municipal	15		\$13,527 55					813 527 55
0270322	VALERIA RAMIREZ 454 MONROE STREET - PASSAIC, NJ, 07055	Active Small Commercial - < 2"	\$				\$3 081 09		\$10,287.97	\$13,369.06
Cycle:	15	Total Customers:	21		\$43,931.41	\$22,427 25	\$24,648 06	\$4,471.57	\$318,289 21	\$413,757 50
JJ058545 J56344	SI MARY'S HOSPITAL 350 BOULEVARD - PASSAIC, NJ. 07055	Active Commercial - up to 6" mt	<b>25</b>		\$20,916.20	\$19,690 78	\$22,404.99	\$17 12		\$63,029,09

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Company Name: PASSAIC VALLEY WATER COMM 05/11/2017

PVWC - Passaic 66 Division: Cycle:

120+ Days 91-120 Days \$17.12 \$922 49 \$260.20 \$289 01 \$337 10 \$584 26 S944 63 \$306 75 \$276.28 5373 57 \$311.81 \$725 91 \$1,458 02 54,488 69 \$424 01 \$1,448 57 \$262.78 \$545 37 \$294 41 \$733.10 \$4,253.76 \$22,404.99 \$1,546.09 \$1,023 89 \$309 78 \$281.74 \$896 86 5314 90 52 920 84 \$428 21 \$590 05 \$47,053.05 61-90 Days \$182 58 \$290.55 \$959 74 \$107.22 \$182.58 \$303 53 \$530.37 \$12,834 13 \$19,690 78 \$42,118.03 \$513.24 \$1,057,81 \$18,837,30 \$182.58 \$353 41 \$353.41 \$353 41 31-60 Days \$783 77 \$321.56 \$293.37 \$388 30 \$274 09 \$463 15 \$306 47 \$765 65 \$3,355.61 \$612.75 \$20,916.20 5565 11 515,549 88 \$326 73 \$497 09 \$449 31 \$1,22161 0 - 30 Days 564,847.61 Not Aged Cycle 5 0 0 0 Total Customers: 1 Commercial - up to 6" mtr Small Commercial - < 2" Small Commercial - < 2" Industrial - 6" and above Industrial - 6" and above Fotal Customers: Account Status/ Account Type Residential Residential Municipal Municipal Active Fireline Fireline reine FireIne Active Active Fireline Active Active Active Active Active Active COUNTY OF PASSAIC-COURT HOUSE 11 MARSHALL STREET - PATERSON, NJ 07501 MCHAMMAD ODATALLA 165 MARKET STREET - PATERSON, NJ, 07505 LERICH PRODUCTIONS, LLC 282 DAKOTA STREET - PATERSON, NJ, 07503 COUNTY OF PASSAIC-COURT HOUSE 401 GRAND STREET - PATERSON, NJ 07505 JUAN CALHOUN 109 E MAIN STREET - PATERSON NJ, 07522 CAROLE BRITTON 362 GETTY AVENUE - PATERSON, NJ. 07503 NET INC. NORTHEAST TOMATO 4-22 ERIE STREET - PATERSON, NJ. 07524 MERCTY, LLC & UNG REALTY GRP 282 BROADWAY - PATERSON NJ 07501 SHELTERING ARMS 2-6 BROADWAY - PATERSON NJ, 07505 CRESCENT HOLDING LLC 107-109 MARKET STREET PATERSON NJ 07513 PVWC - Passaic 3-75 LEVINE STREET PATERSON, NJ, 07503 64 MAIN STREET LLC PATERSON, NJ. 07505 PATERSON, NJ. 07505 PALERSON NJ, 07501 PATERSON, NJ, 07505 ेश & S REALTY, CO 926 MÅRKET STREET C U M P MARKET STREET MAHMOD ABROUM! NABIL HATAB 23- MAIN STREET Customer Name Address 66 Sustomer# Division: Account # 0124469 0122750 Cycle: 2005/20 0137155 2267725 0045683 012275 125 (30) 2517838 CHATTER CHATTER 5607/200 2261699 0.65160 16164 #109TO 0,18850 001048 022200 094152 519191 0.4500 98889 H22584

# Aged Arrears Detail Listing

Current Balance

\$63,029.09 \$476,79659 \$15,157,42 \$11,330.98 \$12,876 11 513 143 83 \$26,508.94 \$21,901 52 \$28,331 56 \$17,693.98 \$15,082.75 \$10,181,83 \$12,356.28 \$18,567.47 \$11,793.71 \$18,273.98 \$11,217.39 \$34,387 18 \$10,219.38 \$15,694 59 \$11,494.00 \$14,036 75 \$26,191.09 \$15,857.32 \$13,320.65 \$9,102.21 \$10,65177 \$10,348,30 \$11,177.08 \$11,950.41 \$23,753.91 \$14 757 37 \$14,273.28 \$9,239 73 \$8 076 07 \$318,289.21 \$8 183 27 \$14,558 57 \$9,676 04 \$483.99 \$459 38 \$261 09 \$265 75 \$488.78 \$463 93 \$353 41 \$275 06 \$353 41 \$277 72 \$510 48 \$485 38 10 6 10 Small Commercial - < 2" Fireline Fireline Fireline Active Active Active Active LIBERTY 9 INVESTMENT 246 PATERSON AVENUE - PATERSON, NJ. 07502 GARFO-URBAN REN CORP. 508 MARSHALL STREET FRREE GUYS FOOD, LLC 9 PARK AVENUE ADRO ENT 309 MARSHALL STREET PATERSON NJ 07503 PATERSON, NJ, 07503 PATERSON, NJ, 07501 0104500 2562.16 2563.16 991580 0124815 110000 095338

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Cycle: 01

PASSAIC VALLEY WATER COMM PVWC - Paterson

Aged Arrears Detail Listing

Customer#	Customer Name	Account Status/								
Account #	Address	Account Type	Cycle	Not Aged	0 - 30 Days	31-60 Days	61-90 Days	91-120 Days	120+ Days	Current Balance
3011055	GALWAE CHEM CORP 6:34 PIERCY STREET PIREL PARSON NI 07522	Active Fireline	10		\$669 88	\$353.41	5646 61	\$640.27	531,963 89	\$34,274 06
J121985 J57234	SHERMAN SCOTT 28 PERCY STREET - PATERSON, NJ, 07522	Active Small Commercial - < 2"	01		\$314 06	\$311 03	\$303.06	\$296 36	\$12,700 91	\$13 925 42
0225497 J97882	RNERVIEW TOWERS#1 105 PRESIDENTIAL BOULEVARD - PATERSON, NJ 07522	Active Commercial - up to 6" mtr	r 01		\$8,642 70	\$1,541.28				\$10,183.98
0124857 058302	CENTER CONTRACTING, CORP 72 PUTNAM STREET PIREL PARENDIN NJ. 07534	Active Fireline	01		\$347 06	\$182 58	\$33\$ 03	\$331 75	\$16,613 11	\$17,809.53
J98855	EL MOLINO FOOD, INC 145 E RAILWAY AVENUE FIREL PATERSON, MJ, 07503	Active Fireline	01		\$621 03	\$353 41	\$598 24	\$592.38	\$27,027 51	529,192.57
059620	CENTER CONTRANTING COR 72 PUTNAM STREET FIRE PATERSON, NJ. 07834	Active Fireline	10		\$273 13	\$182 58	\$261 83	\$259.26	\$9,142.70	\$10,11950
0227611	ANSW, INC 7-13 SWITH STREET FIRED PATERSON, NJ, 07505	Active Fireline	10		\$27872	\$182 58	\$267.36	\$264 74	\$9,707 47	\$10,700.87
3052917 101888	GREATFALLS DEV CORP 2 MARKET STREET - PATERSON, NJ, 07501	Active Small Commercial - < 2"	01		\$453.50	\$455 07	\$460 84	5438 63	\$16,809.67	\$18,617.71
0124761	PATERSON COMM DEVELOPMENT 2 MARKET STREET PINEL PATERSON, NJ. 07501	Active Fireline	10		\$559.27	\$353 41	\$537 09	5531.83	\$20,787.28	\$22,768 88
10.000 to 10.000	MUNICIPAL UTILITY AUTHORITY 72 MCBRIDE AVENUE 77 PATERSON, NJ. 07501	Active Municipal	10		\$123.39	\$672.36			\$11,784 50	\$12,580.25
312465F	CENTER CONTRACTING, CORP. 59-61 WARREN STREET FIREL PATERSON, NJ 97624	Active Fireline	5		\$520 67	8353 41	\$498.87	\$493.98	\$16,886.69	\$18,753 62
102482	PUTNAM DEVLOPMENT, CORP 71 WARREN STREET FIREL FIREL	Active Fireline	10		\$343 48	\$182 58	\$331 49	\$328 24	\$16,251 53	517,437 32
0124905	GREENBAUM INTERIORS 101 WASHINGTON STREET FIREL PATERSON, NJ, 07505	Active Fireline	0.1		5447 94	\$353.41	\$426 86	\$422.67	\$9.537.51	511,188 39
JUS7163	GREENBAUM BROS 101 WASHINGTON STREET - PATERSON, NJ. 07505	Active Small Commercial - < 2"	10		\$102.99	\$907 22			\$9,486.50	\$10,496 71
JU23085 1,06216 0261219	MARY BRIGGS 43 VAILLIAM STREET - PATERSON, NJ. 07514 DRESTICE HORDITALITY	Active Residential Active	10 01		\$104.92	\$6,157.27	\$1,743 13 \$6,371 62		\$9,010 83	\$10,858 88 \$21,033 67
106224 0124931 106374	2 WOOD STREET - PATERSON, NJ, 07524 DAVID GRIMALDI, CO 61-69 1ST AVENUE PIRESON NI, 0751-4	Commercial - up to 6" mtr Active Fiteline	o1		s552 75	\$353 41	\$530.64	\$525 43	\$12,47838	\$14,440.61
0224651	19-11 PARK ASSOCIATION, LLC 759-11 PARKNIF - PATERSON NJ 07514	Active Commercial - up to 6" mtr	to 01		\$11,292.32					\$11,292.32
0758050 507707	NJ SCHOOL DEVELOPMENT AUTH 78C 11TH AVENUE - PATERSON, NJ, 07514	Active Commercial - up to 6" mtr	0) 1r		\$5,430,63	\$3,945.72	\$2,025 17	\$1,442.01	53 595 27	\$16,438.80

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05/11/2017

Company Name:

Division:

PVWC - Paterson

Current Balance 585,027,74 \$1,123,531.96 \$17,299.18 599,286 14 \$15,908.05 \$17,501.13 \$13,759 17 \$25,205.51 \$18,993.59 \$12,292,94 5875,091 73 \$163,412.49 \$163,412.49 516,138 47 \$68,889.27 \$21,922.29 521,922 29 \$21,922.29 \$2,155,518 51 \$2 155,518 51 \$15,378 56 \$11 141 47 \$638,508.33 \$14,122.39 \$7,409 2B \$11,368.26 \$23,154,32 512,292,94 \$638,508 33 \$20,552 07 \$1,399,705.05 \$1,399,705.05 \$95,749.55 \$20,552 07 \$20,552,07 120+ Days 91-120 Days \$605 73 \$554 79 5383 94 \$29,891.67 \$552 24 5467 16 \$19,094.57 \$383 94 \$29,891.67 \$19,094.57 \$383.94 \$387 74 547178 \$134 29 5611 73 537,787,75 \$52,323.12 \$387 74 \$134,486 98 \$134,486 98 \$622 04 \$1 745 53 \$560.29 \$2,198 98 \$14,535 37 61-90 Days \$679.47 \$353 41 \$530.37 \$197.54 \$89,322,83 545,812 09 \$176,685.34 \$197.54 \$239,263 44 \$239,263 44 \$353.41 \$7,557.22 \$16,484.31 \$353 41 58,046 76 \$45,812,09 \$7,974 40 \$33,576 02 \$41,550 42 \$197.54 31-60 Days \$882 53 \$643.08 £582 70 \$8,747.85 \$35,313.25 543,477.32 \$236,920 60 \$401 00 \$401.00 \$352,171.37 \$352,171,37 \$506 69 \$1,682.84 \$7,82134 \$493 31 51,986 66 \$90,378.25 \$103,065 03 \$103,065 03 \$401 00 \$9.164.07 0 - 30 Days Not Aged Cycle 10 66 84 90 징 Total Customers: 1 Total Customers: 1 Total Customers: 2 Commercial - up to 6" mtr Commercial - up to 6" mir Commercial - up to 6" mtr Commercial - up to 6" mfr Total Customers: Total Customers: Total Customers: Total Customers: Industrial = 6" and above Account Status/ Account Type Residential Municipal Fireline Active Firefine Active FireIne Active Active Fireline Active Fireline Active Active MARCA! PAPER COMPANY 1 MARKET STREET - ELMWOOD PARK, NJ. 07407 ACEKS PROPERTY MANGEMENT LL 61-67 STATE STREET - PATERSON, NJ, 07501 AMERICAN FABRIC PROCESSORS 552 E 31ST STREET - PATERSON NJ, 07513 PASSAIC VALLEY WATER COMM 44 BEECH STREET LLC 44 BEECH STREET - PATERSON, NJ, 07505 ST JOSEPHIS HOSPITAL 84 SEITTY AVENUE - PATERSON, NJ 07503 ST JOSEPH'S REGIONAL MED CNTR 700 MAIN STREET - PATERSON, NJ, 02503 PETER MURGOLO 74 N 3RD STREET - PATERSON, NJ 07522 PATERSON HOUSING AUTHORITY 1841 STR AVENUE - PATERSON NJ, 07524 ST JOSEPH'S REGIONAL MEDICAL 705 MAIN STREET GRAND ST INVESMENT GROUP LL 325 GRAND STREET CENTER CONTRATING CORP 72 PUTNAM STREET PVWC - Prospect Park ROSPECT PARK NJ 07508 LIBERTY ADULT DAY CARE 246 PATERSON AVENUE ALCITIONS ONLINE LLC PVWC - Paterson GEORGE DIMITRIJEVIC 345 N STH STREET PATERSON NJ, 07514 PALERSON NU 07524 PATERSON NU 07503 PATERSON NJ 07502 PATERSON NU 07505 Customer Name Address 01 03 05 5 Grand Total: Company: Division: Sustamer # Division: 4ccount # Cycle: 1125.963 1125.14 0238562 174200 17543167 175076 0278963 Cycle: Cycle: 525,663 12 1524 2256489 3400a 23162 121464 175148 Cycle: Cycle: 12024 120021

Project Number	Contractor	Conmencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Project # 16-P-1 Professional Legal for Reviews of Land Use and Related Matters	Johnson & Johnson (Florham Park, NJ)	Awarded 6/15/2016		\$190/hr	\$380.00	\$18,620.00	001-0201-412-30-06
Project #16-P-2 Professional Services (New Jersey Licensed Title Company) for Title Scarches and Related Matters	Passaic Valley Title Services	Awarded 6/15/2016		\$180/hr	\$1,890.00	\$1,710.00	001-0201-412-30-22
Project #16-P-3	Remington & Vernick & Arango Engineers	Awarded 6/15/2016		\$190/hr		\$9,500.00	001-0301-413-3101
Professional Services for	CME Associates	Awarded 6/15/2016		\$190/hr		\$9,500.00	001-0301-413-3101
New Jersey Licensed Land	Maser Consulting (Red Bank)	Awarded 6/15/2016		\$190/hr		\$9,500.00	001-0301-413-3101
Surveying and Related Services	GEOD Corporation	Awarded 6/15/2016		\$190/hr	3	\$9,500.00	001-0301-413-3101
Project #16-P-4 Professional Services for	Richard Mohr (Paterson, NJ)	Awarded 6/15/2016		\$190/hr		\$3,800.00	001-0201-412-30-25
Valuations and Related Services (Accredited Real Estate Appraisal Firms)	Sterling DiSanto & Associates, LLC (for conflicts only)	Awarded 6/15/2016		\$190/hr		\$3,800.00	001-0201-412-30-25
		-			13		
Project #16-P-5 Professional Bond Counsel Services	Gluck Walrath, LLP (Trenton, NJ)	Awarded 6/15/2016		\$210/11r	\$1,239.00	\$9,261.00	001-0201-412-30-13

Project Number	Contractor	Commencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Project #16-P-6		7					
Professional Services for Arbirage Calculations,	PFM Asset Management, LLC	Awarded 6/15/2016		\$280./hr	\$12,480.00	\$37,520.00	001-0201-412-30-03
Including Post-Issuance Tax Law Compliance	(Philadelphia, PA)						
Project #16-P-7		Awarded					
Professional Services for Financial Advisor	NW Financial Group (Jersey City, NJ)	6/15/2016		Not to Exceed \$50,000.00	\$1,136.25	\$48,863.75	001-0501-415-72-24
Project #16-P-8 Professional Services for Public Auditor	Ferraioli Wielketz Cerullo (Pompton Lakes)	Awarded 1/1/2016		\$40,500.00	\$40,500.00	00.0\$	001-0901-419-32-01
Project #16-P-9							
Programme Car V Practice							
1.10ject #10-I-10		Awarded					
Professional Legal Services	Professional Legal Services Welt & Kuzemczak, LLC (Clifton, NJ)	6/15/2016 Awarded		\$190/hr	\$19,289.70	\$0.00	001-0201-412-30-01
Related to Loss Prevention, La	Related to Loss Prevention, Law Offices of James F. Fine (Nutley, NJ) Incurrence Descond Union Record Minutes	6/15/2016		\$190/hr	\$13,639.72	\$5,360.28	001-0201-412-30-01
Defense, and Related	Duguene, manon & De 10e, EDC	Awarded		U1/0/14	011,245.30	\$7,730.70	001-0201-412-30-01
Matters	Dwyer Connell & Lisbona	6/15/2016		\$190/hr	\$31,468.39	\$14,145.50	001-0201-412-30-01
Project #16-P-11	Brown & Brown Metro	Awarded					
Risk Management Services	(Florham Park)	11/24/2015	11/23/2016	\$15,000.00	\$15,000.00	\$0.00	001-0901-419-30-04
C1 0 7 11 7 1 10 13		4					
Insurance Agent Services	Alamo Insurance Group	Awarded 12/16/2015	12/15/2016	\$16,712.52	\$16,712.52	\$0.00	001-0901-419-70-35

Project Number	Contractor	Commencing Expiration Dates Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
	4 11100					
Project #16-P-13		,				
Professional Legal Services Bankruptcy Matters & Other Related Matters	Pashman Stein, A Professional Corp. (Hackensack, NJ)	Awarded 6/15/2016	\$190/hr	\$15,926.13	\$3,895.00	001-0201-412-30-20
Project #16-P-14	GIOH					
Communications and Related Services (Media Relations Consultant)						
Project # 16-P-15 Grant Consultant and Fund Development and Related	пон					
	77011					
Project #16-P-16						
Professional Legal Services	DelSardo & Montinari(Woodland Park, NJ)	Awarded 6/15/2016	\$190/hr		\$9,500.00	001-0201-412-30-16
Related to Employment Law/	Schwartz Simon Edelstein & Celso, LLC	Awarucu 6/15/2016	\$190/hr		89,500.00	001-0201-412-30-16
Personal Issues, and Other Related or Miscellaneous Legal Matters	Piro, Zinna, Cifell, Paris & Genitempo, LLC (Nutley, NJ)	Awarded 6/15/2016	\$190/hr	\$12,712.90	\$159.60	001-0201-412-30-16
Project #16-P-17	leimenton - Ton - DeFazio & Branse PC	Awarded				
Professional Legal Services Related to Worker's Compensation Law &	(Edison, NJ)	6/15/2016	\$190/hr	\$0.00	\$19,000.00	001-0201-412-30-27
Related Matters						

Project Number	Contractor	Commencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Project #16-P-18	Nowell Amoroso Klein Bierman, PA	Awarded 6/15/2016		\$190/hr	\$570.00	\$8,930.00	001-0201-412-30-15
Special Counsel Services:	Schwartz Simon Edelstein & Celso, LLC	Awarded 6/15/2016		\$190/hr		\$9.500.00	001-0201-412-30-15
Litigation, Contracts and	DelSardo & Montanari, LLC	Awarded 6/15/2016		\$190/hr	\$1,715.00	\$7,847.00	001-0201-412-30-15
Regulatory, Legislative and Policy Matters							
Project #16-P-19							
Professional Legal	Frank M. Donato (Wayne, NJ)	Awarded 6/15/2016		\$210hr	\$1,312.50	\$9,187.50	001-0201-412-30-16
Services-Hearing Officer	Jos F. Scancarella, Ret. Superior Court Judge	Awardeed 6/15/2016		\$210/hr		\$10,500.00	001-0201-412-30-16
for Personnel Issues	Law Office of Matthew T. Priore	Awarded 6/15/2016		\$210/hr	\$861.00	\$9,639.00	001-0201-412-30-16
0 × 12 × 12 × 12							
Project #16-P-20 Professional Services for		Awarded	p oN	No direct Direct Cost			
Medical Insurance Issues	Brown & Brown	6/15/2016		to PVWC			

Project #16-P-22	Weber Dowb Law (Woodland Park, NJ) Waters, McPherson, McNeill, PC	Awarded 6/15/2016	\$190/hr	\$25,897.00 \$46,463.19	\$0.00	001-0201-412-30-21
Professional Legal Services						
Related to Contractual		Awarded				
Matters	Dwyer Connell & Lisbona	6/15/2016	\$190/hr	\$95.93	\$9,500.00	001-0201-412-30-21
	Nowell, Amaroso, Klein, Bierman	Awarded				
Miscellaneous Litigation	(Hackensack)	6/15/2016	\$190/hr	\$609.10	\$8,892.00	001-0201-412-30-21
		Awarded				
and other Related matters	and other Related matters Schwartz Simon Edelstein & Celso, LLC	6/15/2016	\$190/hr	\$0.00	\$9,500.00	001-0201-412-30-21

CANCELLED

Project #16-P-21 Professional Services for Wellness Services

Project Number	Contractor	Commencing	Expiration Dates	Amount	Amount Paid	Rafono Domoinino	
						Eurano coming	O'D ACCOUNT PARTIDOS
Project #16-P-23		Awarded					
Professional Legal Services for Real Property Tax	Professional Legal Services DeCotiis, Fitzpatrick, & Cole (Teaneck) for Real Property Tax	6/15/2016		\$190/hг	\$11,738.49	\$0.00	001-0201-412-30-10
Appeals and Related Issues	Waters, Mc Pherson, Mc Neill, PC	Awarded 6/15/2016		\$190/lır	\$1,615.00	\$7,885.00	001-0201-412-30-10
Professional Legal Services for Environmental Law and Regulatory Matters	CANCEL						
Project #16-P-25							
Professional Engineering	Slaby Engineering Associates, Inc.	Awarded 6/15/2016		PVWC - \$190	\$5,660.00	\$2,940.00	001-0301-413-30-01
Services Evaluations/Reviews	(Morris Plains, NJ)		•	(non-PVWC Projects)			
of Proposed Easements/	Dominator 1/2-13t O. Annance (no Leaf.	7	9	\$160/nour (Fvw.c. Projects)	\$3,700.00	\$4,900.00	
Improvements	Nellington, vermex & Alango (as-back- up) (Haddonfield, NJ)	6/15/2016					001-0301-413-30-01
Project #16-P-26 Professional Engineering Services for Water Supply Planning and Related Issues	Howard J. Woods Jr. & Associates LLC (Newtown, PA)	Awarded 6/15/2016	7.	T&M Not-10-Exceed \$50,000.00	\$13,250.42	\$36,749.58	001-0301-413-31-01
Project #16-P-27	Died. 6. Versel Militaria.	Awarded	F	DAM NICA L			001 0001 410 05 20
Professional Engineering Services for Upgraded Process Optimization Integration and Related Matters	Black & Veaton (rmladelpnia, r.A.)	5/27/2014	Ĭ	1&M 100-10-Exceed \$80,000.00	80.00	280,000.00	001-0901-417-93-90

Project Number	Contractor	Commencing Expir Dates Da	Expiration Amount	Amount Paid	Balance Remaining	G/L Account Number
Professional Engineering	Process Applications (Fort Collins, CO)	Awarded 6/15/2016	T&M	\(\frac{1}{2}\)	6	001-0301-413-31-01
Optimization and Related	Black & Veatch	Awarded 6/15/2016	\$65,000.00 T&M \$65,000.00	\$21,302.36	\$45,497.64	001-0301-413-31-01
Project #16-P-29 Professional Engineering Services for Materials Selections/Applications and Related Matters						
Project #16-P-30 Professional Engineering Services for Artificial Network (ANN) Optimization and Related Matters	CH2M Hill Engineers, Inc.	Awarded 6/15/2016	T&M Not-to-Exceed \$60,000.00	\$0.00		001-0301-413-31-01
Project #16-P-31			T&M Not-to-Exceed			
Services for Rate Studies and Related Matters	HDR Enginecring, Inc.	Awarded 6/15/2016	\$60,000.00	\$0.00		001-0301-413-31-01
	Howard J. Woods Jr. & Associates, LLC	6/15/2016	T&M Not-to-Exceed \$60,000.00	\$8,202.50	\$51,797.50	001-0301-413-31-01
n			T&M Not to Econed			
rroject #10-r-52 Professional Services for Electrical Facilities and	Associated Technology (Fairfield, NJ)	Awarded 6/15/2016	00'000'00\$	\$82,537.50	\$7,462.50	001-0301-413-31-01
Operations Issues and Related Services						

T&M Not-to-Exceed

Project #16-P-33

Project Number	Соптастог	Commencing Expiration Dates Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Professional Engineering Services for Environmental Regulatory Compliance Issues	Mott Mac Donald (Millburn) Remington, Vernick, Arango (Haddonfield, NJ)	Awarded 6/15/2016 Awarded 6/15/2016	\$50,000.00	\$29,917.51	\$20,082.49	001-0301-413-31-01
Project #16-P-34 Professional Engineering Services for Structural and Related Issues	Remington & Vernick (Haddonfield, NJ)	Awarded 6/15/2016	\$80,000.00	\$43,745.03	\$36,254.97	001-0301-413-31-01
Project #16-P-35 Professional Services for General Energy Optimization and Procurement	CH2M Hill (Parsippany, NJ)	Awarded 6/15/2016	T&M \$80,000.00	\$39,052.19	\$40,947.81	001-2002-423-40-04
Project #16-P-36 Professional Services for Asbestos Related Issues & Project Oversight/Compliance Certifications (Where Applicable)	Mott MacDonald (Millburn)	Awarded 6/15/2016	T&M \$66,000.00	\$0.00		001-0901-419-95-30
Project #16-P-37 Information Technology Systems Consultation						
Project #16-P-38 Professional Architectural Services for Clitton & Little Falls Administration Facilities	DMR Architects	Awarded 6/15/2016	T&M \$50,000.00	80.00	ž)	001-0901-419-95-09
Project #16-P-39 NJ Livensed Land Surveying (Small Projects) Project #14-P-40	Paparozzi Associates	Awarded 6/15/2016	\$190hr. T&M	\$5,762.70	\$3,737.30	001-0201-412-30-08

Project Number	Contractor	Commencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Professional Engineering Services for Residuals Treatment and Diaposal Optimization System Improvements	EE&T (Newport News, VA)	Awarded 5/27/2014		\$90,000.00	\$39,882.76	\$50,117.24	001-1002-421-74-03
Project #15-P-41 Rehab PVWC's Hydro- Electric Generator	HDR Engineering	1/20/2016	1/19/2017	\$1,236,322.00	\$169,117.73	\$1,067,204.27	001-0901-419-95-13
Project #16-P-42	French & Parrello Associates, PA			T&M \$60,000.00	\$15,792.00	\$44,208.00	001-0301-413-31-01
Miscellancous Inspections and Other Regulatory							
Compliance Issues forPVWC's Reservoir		Awarded					10 15 518 1050 100
Dams	CDM Sham, inc.	0/15/2010		\$20,000,00			10-15-514-1050-100
Project #12-P-43 Professional Engineering Services for Emergency Backup Power and Water							
Storage Facilities Design,	CH2M Hill	Awarded			\$2,210,171.67		
Pennitting and Construction	(Parsippany)	6/19/2013	6/18/2017	\$3,686,367.00	\$2,226,911.97	\$961,485.03	001-0901-419-95-24
Services (Phase 1-				Change Order	Change Order	Change Order	
Improvements)				5/21/2014	7/15/2015	11/24/2015	
	2000						
Project #12-P-45 Professional Engineering Services for SCADA		Awarded					
Upgrade Implementation and Related Matters	DLB Assoc	4/18/2012		\$278,520.00	\$236,169.13	\$42,350.87	001-0901-419-95-28

Project Number	Contractor	Commencing Expiration Dates Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Professional Engineering Services for Filtration System Issues and Related Matters	CH2M Hill (Parsippany, NJ)	Awarded 6/15/2016	\$60,000.00	\$0.00		
	HDR Engineering	Awarded 6/15/2016	830,000.00	\$0.00		001-0901-419-95-30
Project #16-P-47 GIS to CIS Integration	Mott Mac Donald	Awarded 2/27/2016	\$380,750.00	\$355,110.31	\$25,639.69	001-0901-419-95-07
Project #16-P-48 Professional Services for W-4 Licensed Operator	Superior Services (West Caldwell, NJ)	6/17/2016	\$93,000.00	\$66,056.25	\$11,943.75	001-3002-424-72-21
Project #16-P-49 Professional Services for Background Checks	Staff Investigations Inc.	Awarded 6/15/2016	\$29,500.00	\$2,655.00	\$26,845.00	001-0901-419-70-56
Project #16-P-50 Professional Services for Banking Services						
Project #16-P-51 Projecsional Engineering Services for Corrosion Control and Treatment	EE&T, Inc.	Awarded 6/15/2016	T&M \$90,000.00	\$58,757.44	\$31,242.56	001-0301-413-31-01
Project #15-P-52 Professional Services for a Feasibility Study of the High Crest Well Water System Supply	Mott Mac Donald	Awarded 6/17/2015	T&M \$35,000.00	\$31,989.02	\$3,010.98	001-0901-419-95-25
Project #15-P-53 Professional Services for Replacement of Water Meters and New Radio Read System - Phase 1 Project #16-P-54	Black & Veatch Corporation US Security Assoc	Awarded 6/17/2015 Awaerded	T&M \$80,000.00	\$74,445.22	\$5,554.78	001-0901-419-95-03

Professional Service's April / May 2017

Project Nuniber	Contractor	Commencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	G/L Account Number
Professional Security Services		1/1/2016	12/31/2018	\$1,154,300.40	\$477,301.52	\$676,998.88	001-2002-423-72-01
Project #16-P-55 Professional Services: Complex Liugation, Contracts, Regulatory Legislative & Policy & Related Matters	Weber Dowd Law	Awarded 6/15/2016	6/14/2017	\$275/hr	\$0.00		001-0201-412-30-21
Project 14-P-56							
Completion of PVWC's New CSI System	Westin Eng	Awarded 7/22/2014		\$320,500.00 Change Order 6/17/2015	\$320,481.39	\$18.61	001-0901-419-95-07
The second secon							
Project 15-P-59 Rehab Water Storage Tanks	Remington Vernick & Arango	Awarded 9/16/2015	9/15/2016	\$198,838.55	\$22,250.05	\$176,588.50	001-0901-419-95-03
Project 16-P-60 Public Outreach New Street	JGSC	Awarded 5/18/2016	5/17/2017	\$140,000.00	\$114,293.98	\$25,706.02	001-0901-419-95-24
Project 16-P-64 New St. Reservoir Water	A STOCK A	2100/00/15	1000/01/6	00 002 001 63	27 100 003	62 020 000 55	1000 1000 1000
Storage rump rac	Areasts Oct, me.	1/20/2010	112/2021	32,102,020.00	010,121,43	32,030,030.33	+766-614-1060-100
Professional Services Design/Construct Potassium Permanganate Chem Feed System	Black & Veatch			\$147,244.93	\$89,921.47	\$57,323.46	001-0301-413-31-01
Professional Services Complex Litigation							
Contracts, Regulatory Legislative & Policy & Related Matters	Sills Commis & Gross	5/1/2011	12/31/2012	\$250/hr	\$676.772.33	00.08	001-0201-412-30-21
Professional Services Professional Engineering Services for Point View Bridge Rehabilitation	Remington & Vernick Engineers (East Orange, NJ)	4/13/2011	12/31/2012	\$74,900.00	\$66,526.41	\$8,373.59	001-0901-419-95-39

Professional Service's April / May 2017

Project Number Contractor  Professional Services Professional Engineering Services for Structural & Remington & Vernick Engineers Related Issues (East Orange, NJ)  Professional Services Receiving Liquid Residuals Project Number Commission							
vices tural & vices		Commencing Dates	Expiration Dates	Amount	Amount Paid	Balance Remaining	Balance Remaining G/L Account Number
vices trural & vices							
tural &				F&M Not-to-Exceed			
vices	& Vernick Engineers						
ng	Orange, NJ)	5/1/2011	5/1/2011 12/31/2012	\$50,000.00	\$43,364.87	\$6,635.13	001-0901-419-95-29
ng ng							
	Sewerage Commission	5/18/2016	5/18/2016 5/17/2019	\$3,488,400.00	\$818,120.95	\$2,670,279.05	001-1002-421-74-03
Project 10-B-25							
SCADA Mott, Mac Donald	Mac Donald	5/1/2010	12/31/2013	\$134,300.00	\$133,910.93	\$389.07	001-0901-419-95-28

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
13-B-24 (Ext) Tank Integrity Testing	001-2002-423-45-04 TTI Environmental	11/13/2015	11/12/2017	\$175,320.00	\$171,800.00	On-Going (PO#227424)
13-B-29 (Ext) Tank Neutralization & Cleaning	001-2002-423-45-05 TTI Environmental	11/13/2015	11/12/2017	\$279,017.00	\$249,530.00	On-Going (PO#227423)
13-C-1 CIS	001-0901-419-95-07 Advanced Utility Systems	12/18/2013	12/17/2018	\$1,822,821.49	\$161,080.03	On-Going (PO#225573)
14-B-27 Lab Services - Cryptosporidium Giardi & E. Coli	Eurofins Eaton Analytical 001-3503- 425-70-03	7/22/2014	7/21/2016	\$78,200.00	\$33,335.00	On-Going (PO#226291)
12-B-12 (Re-Bid) SCADA	Rspark Inc. 001-0901-419-95-28	10/22/2014	12/21/2015	\$1,789,636.00	\$83,269.98	On-Going (PO#226528?)
16-B-10 HVAC Maintenance	16-B-10 Powers Service Co. HVAC Maintenance 001-2002-423-45-03	12/21/2016	12/20/2018	\$209,000.00	\$189,507.68	On-Going (PO#228477)
14-B-14 (Ext.) Prod for Method 9223 Testing	Indexx Dist. Corp. 001-3504-425-60-12	10/22/2014	10/21/2016	\$135,520.50	\$116,124.50	On-Going (PO#228149)

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
<b>16-B-24</b> Electric Energy Supply	Constellation New Energy 001-1501-422-73-05	1/1/2017	12/31/2018	\$6,529,052.00	\$5,005,735.16	On-Going (PO#228295)
14-B-30 Water Service Boxes Capital Supply & Roadway Boxes 001-0000-131-	Capital Supply 001-0000-131-01-00	1/21/2015	1/20/2017	\$150,323.90	\$51,690.36	On-Going
14-B-10 Water Meter	Sevem Trent Env					On-Going
Reading	001-0601-416-72-10	2/18/2015	2/17/2018	\$1,612,900.00	\$668,160.80	(PO#226910)
9	TITLE TO THE F					
13- <b>5-10</b> Bituminous Material	Bituminous Material 001-3002-423-43-05	2/18/2015	2/17/2017	\$317,110.00	\$242,629.86	(PO#226879)
15-B-37 Flocculation Aid	Polydyne Inc.					On-Going
Dry Polymer	001-1002-421-70-11	3/18/2015	3/17/2017	\$317,781.00	\$106,545.66	(PO#227430)
15-B-5						
Make-up Filter Media	Calgon Carbon Corp. 001-1002-421-70-11	3/18/2015	3/17/2017	\$413,169.50	\$413,169.50	On-Going (PO#226906)
		AND THE RESERVE OF THE PERSON				
15-B-6	Dollo Olomina oud					
Trash Removal Services	Dena Creaning and Carting 001-2002-423-70-14	3/18/2015	3/17/2017	\$69,880.00	\$50,423.52	On-Going (PO#226905)

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
15-B-9 Iron Pipe and	Water Works Supply 001-0000-131-01-00 HD Supply Water	11/24/2015	11/23/2017	\$92,360.06	\$60,299.59	On-Going
	Works 001-0000-131-01-00	11/24/2015	11/23/2017	\$189,167.00	\$74,151.00	On-Going
					28 .	
15-B-11 Fire Hydrants	WaterWorks 001-0000. 131-01-00	11/24/2015	11/23/2017	\$931,045.78	\$652,345.78	On-Going
15-B-15 Repair Clamps, Tapping Sleeves and Couplings	Repair Clamps, Tapping Sleeves and Water Works Supply Couplings 001-0000-131-01-00	11/24/2015	11/23/2017	\$175,685.84	\$142,524.79	On-Going
				A Company		
15-B-16 Removal Disposal Processes	Spectraserv Inc. 001-1002-421-74-02	1/24/2016	11/23/2017	\$2,684,240.00	\$83,537.00	On-Going (PO#227462)
				8		
15-B-18 Pre-Mixed Concrete	Tanis Concrete 001-2002-423-70-44	11/24/2016	11/23/2017	\$85,750.00	\$83,537.00	On-Going (PO#227461)
				or district		
15-B-24 Electronic Payment System	Card Choice Merchant Service 001-0601-416-72-25	3/18/2015	3/17/2017	\$379,500.00	\$120,019.15	On-Going (PO#226904)

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
<b>15-B-7</b> Bituminous Cold Patch Materials	Newark Asphalt 001-3002-424-43-12	5/20/2015	5/19/2017	\$150,000.00	\$64,862.50	On-Going (PO#227140)
15-B-13 Corrosion Inhibitor	Shannon Chemical 001-1002-421-70-11	7/15/2015	7/14/2017	\$300,300.00	\$36,217.38	On-Going (PO#227208)
				*		
15-B-31 Water Main Cleaning and Lining	J. Fletcher Creamer 001-0901-419-95-14	7/15/2015	7/16/2016	\$2,328,943.76	\$548.30	On-Going (PO#227209)
15-B-20 Uniform Rental	American Wear 001-0901-419-70-22	9/16/2015	9/15/2018	\$181,303.20	\$86,021.60	On-Going (PO#227426)
			7.7			
15-B-30 Electrical System Maintenance	Siemens Ind. Inc. 001-1502-422-40-04	9/16/2015	9/15/2017	\$605,263.00	\$379,419.58	On-Going (PO#227427)
And the second second	a de la companya de l					
15-B-12 Sodium Hypochlorite	Univar USA 001-1002-421-70-11	10/21/2015	10/20/2017	\$862,650.00	\$350,590.82	On-Going (PO#227429)
			410000000000000000000000000000000000000	1		
15-B-14 Trench Spoils, Asphalt, Concrete Removal	JR Haftek, Inc. 001-3002-424-72-21	10/21/2015	10/20/2017	\$990,000.00	\$719,051.10	On-Going (PO#227428)

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
15-B-37 (Re-Bid) Thickening Aid Polymer	Polydyne, Inc. 001-1002-421-70-11	10/21/2015	10/20/2017	\$179,400.00	\$106,545.66	On-Going (PO#227430)
<b>16-B-1</b> Sulfuric Acid	Univar USA 001-1002-421-70-11	1/20/2016	1/19/2018	\$997,500.00	\$483,124.32	On-Going (PO#227735)
<b>16-B-2</b> Liquid Sodium Hydroxide	Univar USA 001-1002-421-70-11	1/20/2016	1/19/2018	\$2,967,000.00	\$1,443,614.43	On-Going (PO# 227736)
15-B-40 (Re-Bid) Liquid Ferric Sulfate	15-B-40 (Re-Bid) Kemira Water Solutions Liquid Ferric Sulfate 001-1002-421-70-11	2/17/2016	2/16/2017	\$1,560,000.00	\$348,800.40	On-Going (PO#227696)
<b>16-B-3</b> Liquid Oxygen	Air Gas USAs 001-1002-70-11	2/17/2016	2/16/2018	\$36,520.00	\$134,859.42	On Going (PO#227816)
<b>16-B-4</b> IT Maintenance	Integrated Micro Systems 001-0604-416-30-04	2/17/2016	2/16/2018	\$278,400.00	\$216,546.50	On-Going (PO#227691)
16-B-5 Pavement & Sidewalk Replacement	Reivax 001-0901-419-95-05	5/18/2016	5/17/2018	\$2,461,350.00	\$2,002,527.29	On-Going (PO#227962)

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
16-B-17 Water Meter Repair Pts	Neptune Tech Group 001-0000-131-01-00	5/18/2016	5/17/2018	\$155,359.50	\$1,257.50	On-Going
16-B-19 Water Meters & Appurtenances	Neptune Tech Group 001-0000-131-01-00	5/18/2016	5/17/2018	\$142,844.03	\$7,634.98	On-Going
16-B-21 Printing and Mailing	16-B-21 Matrix Imaging Printing and Mailing 001-0601-416-70-21	5/18/2016	5/17/2018	\$281,356.90	\$136,366,.84	On-Going (PO#227960)
16-B-23 Polyaluminum Chloride	USALCO 001-1002-421-70-11	5/18/2016	5/17/2018	\$296,960.00	\$215,842.41	On-Going (PO#227961)
16-B-6 "No Lead" Brass Water Service Line Fittings	Water Works Supply Co 001-0000-	6/15/2016	6/14/2018	\$184,854.70	\$121,457.90	On-Going
16-B-15 Rehab Colonial Village Tank	US Tank Painting 001-0901-419-95-25	6/15/2016	6/14/2017	\$569,000.00	\$33,044.00	On-Going (PO#228097)
		9				
16-B-7 Valves, Tapping Gate Vales	Water Works Supply 001-0000-131-01-00	9/14/2016	9/13/2016	\$459,216.14	\$414,059.44	On-Going

Balance Remaining Open Work Orders	\$276,264.74 On-Going	On-Going \$3,447,702.75 (PO#228328)\	On-Going (PO#228363)		On-Going \$153,712.00 (PO#227875)	On-Going \$198,100.00 (PO#228387)	On-Going \$69,500.00 (PO#228360)	On-Going \$168.100.00 (PO#228361)
Bala Rema								
Amount	\$529,874.74	\$3,798,000.00	\$3,489,504.64		\$214,830.00	\$198,100.00 Annual Amount	\$69,500.00	\$168,100.00
Expiration Dates	9/13/2016	10/18/2019	11/8/2018		4/19/2018	12/31/2016	12/31/2017	12/31/2017
Commencing Dates	9/14/2016	10/19/2016	11/9/2016		4/20/2016	1/1/2016	1/1/2017	1/1/2017
Contractor - G/L #	Water Works Supply 001-0000-131-01-00	Accurate Waste 001-1002-421-74-02	<ul><li>16-B-26</li><li>Water System Inst. Montana Construction</li><li>&amp; Repair Services 001-0901-419-95-14</li></ul>	Inter-Local Agreements	001-3502-425-70-03 Brick Township MUA	001-3002-424-72-21	001-3002-424-72-07	001-3002-424-72-07
Contract Number	16-B-29 Quick Disconnect Adapters	<b>16-B-22</b> Liquid Residual Hauling	16-B-26 Water System Inst. & Repair Services	Inter-Loc	Lab Svcs-Iron, Mang., Lead, Copper, etc	Paterson Hydrant Insp.	Passaic Hydrant Insp.	Clifton Hydrant Insp.

Contract Number	Contractor - G/L #	Commencing Dates	Expiration Dates	Amount	Balance Remaining	Open Work Orders
North Arlington Hydrant Insp.	001-3002-424-72-07	5/18/2016	5/17/2021	\$182,500.00	\$0.00	On-Going (PO#227958)
Paterson Emergency Rescue & Prevention	001-3002-424-72-21	8/1/2016	7/31/2018	\$300,000.00	\$225,000.00	On-Going (PO#228327)

### COMPTROLLER'S REPORT TO THE BOARD OF COMMISSIONERS

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

	201	7	201	6	Varia	ance
	<u> </u>		8		Annual	
	<b>Annual Salary</b>	<u> </u>	Annual Salary	<u>OT</u>	Salary	<u>OT</u>
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
			· · · · · · · · · · · · · · · · · · ·	<del></del>		
	539,084.05	(in)	539,084.05	69.76	0.00	( <u>69.76</u> )
		Don	partment Head:	Joseph Polla		
		•	of Employees:	4		
		Number	or Employees.	4		
Total thru Apr	179,694.68	0.00	539,084.05	27.91	0.00	(27.91)
% Change		0.00%	· <del></del>	0.01%		#DIV/0!

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.

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

	2017		2016	5	Variance	
	Annual Salary	<u> </u>	Annual Salary	<u>OT</u>	Annual Salary	<u>OT</u>
January - '	310,065.34	€	310,065.34	1,449.51	0.00	0.00
February				635.03		0.00
March				0.00		0.00
April				0.00		0.00
May				0.00		0.00
June				0.00		0.00
July				9.00		0.00
August				0.00		0.00
September				0.00		0.00
October				0.00		0.00
November -				0.00		0.00
December				0.00		0.00
					_	246
	310,065.34		310,065.34	2,093.54	0.00	0.00
De	partment Head:	George Hanley				
Numbe	er of Employees:	3	3			
Total thru Apr % Change	103,355.11	<u>0.00</u> <u>0.00</u> %	310,065.34	2,084.54 0.67%	0.00	0.00 #DIV/0!

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	2017		20	2016		Variance	
	Annual Salary	<u> </u>	Annual Salary	<u>OT</u>	Annual Salary	ОТ	
January	746,397.70	621.75	637,873.16	837.57	108,524.54	(215.82)	
February		534.49		699.90		(165.41)	
March		1,719.90		64.99		1,654.91	
April		714.34		687.24		27.10	
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)	
	20	-		8=.	( <b>+</b> )	(D)0771307	
	746,397.70	3,590.48	637,873.16	22,418.52	108,524.54	(18,828.04)	
		Dej	partment Head:	James Duprey			
Number of employ	ees	10		8			
Total thru Apr % Change	248,799.23	3,590.48 1.44%	637,873.16	2,289.70 0.36%	108,524.54	1,300.78 1.20%	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



### Passaic Valley Water Commission Overtime Analysis - Purchasing Department 12/31/201y

	2	2017		16	Varia	Variance	
	Annual Salary	<u>OT</u>	Annual Salary	<u>OT</u>	Annual Salary	<u>OT</u>	
January	77,881.49	5	192,397.87	467.28	(114,516.38)	(467.28)	
February				438.96		(438.96)	
March				269.04		(269.04)	
April		2,241.76		269.04		1,972.72	
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	
	390		(2)	9 <u>2</u> 2	0 <b>2</b> e	2	
	77,881.49	2,241.76	192,397.87	3,455.04	(114,516.38)	( <u>1,213.28</u> )	
D	epartment Head:	Linda Beckering					
Numb	er of Employees:	1	2				
Total thru Apr % Change	25,960.50	2,241.76 <u>8.64</u> %	192,397.87	1,444.32 0.75%	( <u>114,516.38</u> )	797.44 ( <u>0.70%</u> )	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	2017		20	2016		nce
	Annual Salary	<u>OT</u>	Annual Salary	<u> </u>	Annual Salary	ОТ
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		9,949.79		7,772.69		2,177.10
April		9,296.73		7,522.15		1,774.58
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	25	(6,846.46)
November				6,216.15		(6,216.15)
December				14,887.34		(14,887.34)
				-	æ:	-
	723,624.79	35,217.37	691,570.88	106,778.77	32,053.91	(71,561.40)
De	partment Head:	Yitzchak Weiss				
Numbe	er of Employees:	10	9			
	(Billing dept was	s moved into Account	ting)			
Total thru Apr	241,208.26	35,217.37	691,570.88	37,971.85	32,053.91	(2,754.48)
% Change		14.60%	<del> </del>	5.49%		( <u>8.59</u> %)

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.

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

	2017		20	2016		Variance	
	Annual Salary	<u>OT</u>	Annual Salary	OT	Annual Salary	ОТ	
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		4,068.37		4,297.18		(228.81)	
April		5,497.91		3,338.38		2,159.53	
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></u>			(#):	~	300	
	714,603.47	20,121.70	716,855.95	62,584.51	(2,252.48)	(42,462.81)	
De	epartment Head:	Andy Bisesi					
Numb	er of Employees:	13	12				
	(Billing dept was	moved into Acc	ounting)				
Total thru Apr	238,201.16	20,121.70	716,855.95	15,605.04	(2,252.48)	4,516.66	
% Change	5 <del></del>	8.45%	i.	2.18%	<del></del> -	(200.52%)	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	2017		2016		Variance	
	Annual Salary	<u>OT</u>	Annual Salary	ОТ	Annual Salary	<u>OT</u>
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		4,616.26		1,584.21		3,032.05
April		2,598.63		1,983.10		615.53
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)
		(#)	196		-	-
	477,749.23	17,933.69	477,749.23	32,834.07	0.00	(14,900.38)
D	epartment Head: Jan	nes Gallagher				
Numb	er of Employees:	5	5			
Total thru Apr % Change	159,249.74	17,933.69 11.26%	477,749.23	4,739.22 0.99%	0.00	13,194.47 #DIV/0!

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	201	2017		2016		nce
			<u>Annual</u>		-	
	Annual Salary	<u>OT</u>	<u>Salary</u>	<u>OT</u>	<b>Annual Salary</b>	<u>OT</u>
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		15,951.65		11,320.87		15,951.65
April		12,497.73		14,261.68		12,497.73
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
	-			=	<b>=</b> 0	<u>~</u>
	1,027,946.66	55,836.74	965,979.62	187,795.33	61,967.04	( <u>6,130.30</u> )
	Department Head:	Wendy Simone				
N	umber of Employees:	15	14			
Total thru Apr % Change	<u>342,648.89</u>	55,836.74 16.30%	965,979.62	46,848.59 4.85%	61,967.04	( <u>6,130.30</u> ) ( <u>9.89</u> %)

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

		2017		2016		Variance	
	Annual Salary	<u> </u>	Annual Salary	<u>OT</u>	Annual Salary	<u> </u>	
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		9,433.42		5,639.55		3,793.87	
April		8,536.27		5,426.04		3,110.23	
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)	
		36		: E	(#E)		
	805,169.98	29,180.57	832,238.85	160,080.26	(27,068.87)	( <u>130,899.69</u> )	
	Department Head:	Kevin Byrne					
	Number of Employees:	13	15				
Total thru Ap	or <u>268,389.99</u>	29,180.57	832,238.85	30,508.97	(27,068.87)	( <u>1,328.40</u> )	
% Change		10.87%		3.67%	( <u>3.25</u> %)	4.91%	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	2	2017		16	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		18,192.87		14,392.45		3,800.42
April		9,531.33		20,920.68		(11,389.35)
May				22,322.95	x	(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> </u>		V <u>V</u>	
	2,927,446.68	53,852.27	3,030,191.37	241,553.26	(102,744.69)	(187,700.99)
	Department Head:	Michael Marotta				
	Number of Employees:	44	44			
Total thru Apr % Change	975,815.56	<u>53,852.27</u> <u>5.52</u> %	3,030,191.37	81,279.05 2.68%	( <u>102,744.69</u> ) ( <u>3.39</u> %)	( <u>27,426.78</u> ) <u>26.69</u> %

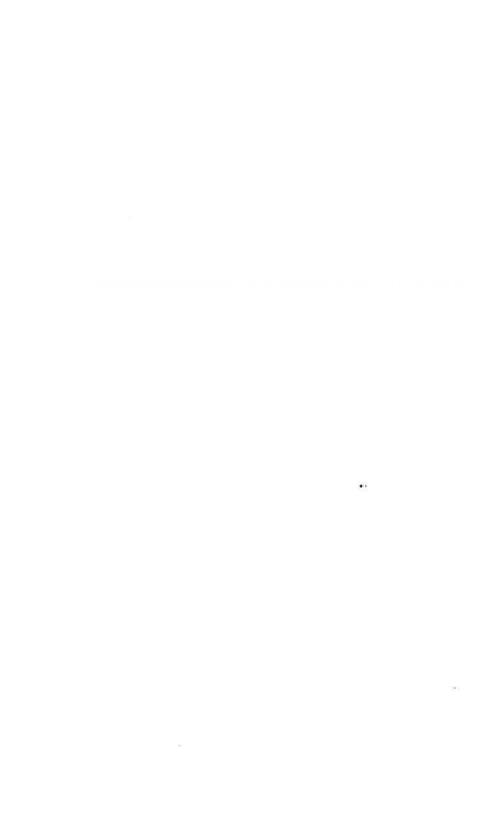
<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	2017		20	16	Variar	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		40,823.48		27,539.80		13,283.68	
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)	
	· · · · · · · · · · · · · · · · · · ·	(•)	:•:	-			
	3,284,318.04	163,094.15	3,399,286.70	600,586.91	( <u>114,968.66</u> )	(437,492.76)	
D	epartment Head:	Andy Bisesi					
Numb	er of Employees:	53	50				
Total thru Apr % Change	1,094,772.68	163,094.15 14.90%	3,399,286.70	146,381.55 4.31%	( <u>114,968.66</u> )	16,712.60 (14.54%)	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.



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

	·	2,017.00	20	16	Variano	Variance	
	Annual Salary	<u>OT</u>	Annual Salary	<u>OT</u>	Annual Salary	<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		3,694.99		7288.92		(3,593.93)	
April		3,567.38		6372.23		(2,804.85)	
May				4811.72		(4,811.72)	
June				6217.72	E	(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)	
	s	:			v		
	1,247,756.23	13,885.88	1,229,696.91	62,891.68	18,059.32	(49,005.80)	
D	epartment Head:	David Pranitis					
Numb	er of Employees:	17	17				
Total thru Apr % Change	415,918.74	<u>13,885.88</u> <u>3.34</u> %	1,229,696.91	18,213.09 1.48%	18,059.32	( <u>4,327.21</u> ) ( <u>23.96</u> %)	

 $<sup>^{</sup>st}$  Note that Annual Salary has been ratably adjusted to 4 months.

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

	2017	2017		16	Variar	Variance	
	<b>Annual Salary</b>	<u>OT</u>	Annual Salary	<u>OT</u>	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		108,450.73		87,791.90		20,658.83	
April		54,482.08		74,297.70		(19,815.62)	
May		3.00		72,600.94		(72,600.94)	
June				118,971.69		(118,971.69)	
July		2		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		: <u>-</u>		171,922.79		(171,922.79)	
	<del></del>	-			<u>==0</u>		
	12,882,043.66	394,954.61	13,022,989.93	1,164,540.97	(140,946.27)	(769,586.36)	
				,	<del>4-:</del>		
	Number of Employees:	186	180				
Total thru Apr	4,294,014.55	394,954.61	13,022,989.93	358,638.65	(140 046 27)	26 215 00	
•	4,234,014.33		13,022,303.93		(140,946.27)	36,315.96	
% Change		0.09		0.03	( <u>1.08</u> %)	( <u>25.77</u> %)	

<sup>\*</sup> Note that Annual Salary has been ratably adjusted to 4 months.

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

January February March April May	Total OT 2,722.00 2,326.03 2,290.09 2,137.58	Exec	<u>Legal</u> -	Eng 11.50 10.25 32.75 12.75	<u>Purch</u> - 34.00	Acctg 191.75 153.00 211.25 198.00	Comm 104.74 119.70 87.39 111.67	Personnel 121.00 96.75 83.75 48.00	Purif 237.75 310.50 331.37 249.25	Pump 84.25 168.74 224.74 197.49	Maint 322.95 210.86 364.32 201.17	<u>Dist</u> 1,576.31 1,194.48 885.94 1,020.25	<u>Lab</u> 71.75 61.75 68.58 65.00
June													
July	E												
August	-												
September	-												
October	*												
November	-												
December	2												
	×		92	3#5		<u>:=</u> :	340			540			
	9,475.70	<del>-</del>	3.5	67.25	34.00	754.00	423.50	349.50	1,128.87	675.22	1,099.30	4,676.98	267.08
	2												
Total thru Apr	9,475.70	-G	(=	67.25	34.00	754.00	423.50	349.50	1,128.87	675.22	1,099.30	4,676.98	267.08
Prior Year MTD Totals	8,207.69	V <u>4</u>	22.50	47.15	25.50	789.00	335.16	88.25	979.25	691.50	1,659.65	3,255.73	302.00
Variance Over (Under)	1,268.01	(#)	(22.50)	20.10	8.50	(35.00)	88.34	261.25	149.62	(16.28)	(560.35)	1,421.25	(34.92)

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

	Total OT	Exec	Legal	Eng	Purch	Acctg	Comm	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	Maint	<u>Dist</u>	Lab
January	2,344.74		22.50	18.25	8.25	247.50	83.93	8.00	203.75	239.75	414.72	1,081.34	16.75
February	2,512.63		11.50	13.50	7.75	227.00	87.63	14.75					57.25
		5.50							246.75	200.25	516.46	1,129.79	
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	12	120	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	3 Geo	44.50	3.50	187.50	82.22	46.75	270.25	248.50	454.42	799.40	81.25
June	3,877.79	760 0		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	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	(E		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	12	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	( <del>=</del> )	29.50	7.50	145.25	117.57	54.75	313.75	217.50	126.87	748.13	106.25
November	2,639.41	K <del>#</del> 3	(±)	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
	12	122	121		- 4			<u> </u>	<u></u> .	<u> </u>		<u> </u>	
	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
41													
Total thru Apr	8,207.69	0.50	34.00	47.15	25.50	789.00	335.16	88.25	979.25	691.50	1,659.65	3,255.73	302.00
Prior Year MTD Totals	14,036.30	) <del>=</del> (		108.00	46.25	688.50	967.94	33.75	1,495.83	1,087.75	2,264.09	6,970.44	373.75
Variance Over (Under)	(5,828.61)	0.50	34.00	(60.85)	(20.75)	100.50	(632.78)	54.50	(516.58)	(396.25)	(604.44)	(3,714.71)	(71.75)

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

	Total OT	Exec	<u>Legal</u>	Eng	<u>Purch</u>	Acctg	Comm	Personnel	Purif	<u>Pump</u>	Maint	<u>Dist</u>	Lab
January	4,310.39	Ε.	-	29.75	14.75	192.25	315.54	15.50	405.08	288.25	410.81	2,499.96	138.50
February	3,740.64		1.5	34.25	7.25	174.50	243.76	4.75	367.75	309.00	807.15	1,709.23	83.00
March	2,944.55	¥	-	22.50	12.00	164.25	204.94	6.00	370.25	295.25	404.90	1,410.71	53.75
April	3,040.72	5#	5=	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	2,461.21	( <del>)=</del> :	: e	59.25	3.75	235.00	307.86	9.50	301.07	155.25	374.88	935.40	79.25
June	2,206.27	R <del>e</del> s	10.00	59.50	1.75	171.75	194.82	2.50	389.24	167.25	443.48	698.48	67.50
July	3,006.04		14.00	103.75	1.00	262.92	199.68	3.00	442.25	521.74	306.90	1,013.55	137.25
August	1,801.42	26	15.50	39.00	4.00	170.50	107.32	1.50	340.24	430.24	220.34	393.03	79.75
September	1,737.59	36	16.00	49.75	5.25	164.00	92.36	8.50	355.25	456.24	167.90	322.09	100.25
October	1,756.40	3 <b>:</b> =:	16.00	39.00	2.50	165.00	97.65	4.75	244.90	402.00	168.08	529.52	87.00
November	2,226.16	্বন্দ্র শ	19.00	87.50	2.75	149.17	124.47	4.00	298.25	336.25	348.13	779.14	77.50
December	3,541.11		39.50	81.75	6.00	231.50	164.62	85.25	422.00	647.73	365.76	1,347.25	149.75
	<u> </u>			-	-	-	·	•		9/			<del>2</del>
	32,772.50	:=:	130.00	627.50	73.25	2,238.34	2,256.72	152.75	4,289.03	4,204.45	4,659.56	12,988.90	1,152.00
						·	•		,	,	,	,	,
Total thru Apr	14,036.30	17:		108.00	46.25	688.50	967.94	33.75	1,495.83	1,087.75	2,264.09	6,970.44	373.75
Prior Year MTD Totals	11,447.20		-	81.00	30.75	309.75	444.41	15.25	1,427.65	1,031.75	1,729.01	5,960.63	370.00
Variance Over (Under)	2,589.10	·	:=:	27.00	15.50	378.75	523.53	18.50	68.18	56.00	535.08	1,009.81	3.75

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

	Total OT	Exec	<u>Legal</u>	Eng	<u>Purch</u>	Acctg	Comm	Personnel	Purif	<u>Pump</u>	Maint	<u>Dist</u>	Lab
January	4,319.89	.=	7.0	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	121	13.50	9.75	71.00	104.25	2.50	336.65	150.50	170.92	753.73	91.00
April	1,983.95	3 <b>-</b> 3	(#);	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	-	.=0	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	2	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	:#1	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	150	-	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	F20	10.00	71.25	12.00	183.75	163.53	2.50	584.00	360.00	607.17	1,421.42	134.00
			#	≅	2	20	•	- <del> </del>		( <del>-</del> )	144	- <b>,</b>	
	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
	226					_,	_,, _, .	02.00	7,222,24	5,404.22	4,505.10	13,007.23	1,120.00
Total thru Apr	11,447.20	47.00	8	81.00	30.75	309.75	444.41	15.25	1,427.65	1,031.75	1,729.01	5,960.63	370.00
Prior Year MTD Totals	9,036.09	2	1.50	93.75	17.50	327.00	437.48	15.25	1,010.50	879.50	1,847.76	5,405.89	504.02
Variance Over (Under)	2,411.11	47.00	(1.50)	(12.75)	13.25	(17.25)	6.93	i i	417.15	152.25	(118.75)	554.74	(134.02)

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

Total thru Apr

9,036.09

1.50

93.75

		_		_				_					
	Total OT	Exec	Legal	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	Comm	<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	•	16	44.50	1.50	90.25	74.35	2.50	162.00	157.50	399.27	753.24	153.25
April	1,536.66		143	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	( <b>=</b> )	100	12.50	3.50	38.75	50.25	0.50	247.00	173.50	126.08	766.07	124.50
July	1,381.66	37.0	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	3 <b>=</b> 3	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	5 <b>+</b> 35	( <del>   </del>	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	X <del>=</del> ==	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
							(a)				i <del>e</del>	<u>.</u>	<u>,                                      </u>
	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

17.50 327.00 437.48

15.25

1,010.50

879.50

1,847.76

5,405.89

504.02

### Passaic Valley Water Commission Office of the Comptroller/CFO Self-Insurance Activity Report For the Quarter Ended March 31, 2017

	Respectfully submittee  Vitzchak Weiss Comptoller/CFO  Check # Vendor # 996080 2622		Disbursements Ending Balance	Capital One Bank: Opening Balance Deposits/Transfers Interest Earned
	dor # Payee 2622 COLFAX CABINET CO	SUMMARY 2016  PERSONAL INJURY PROPERTY DAMAGE LITIGATION EXPENSE AUTOMOBILE DAMAGE PROFESSIONAL SERVICES  TOTAL:		1/1/2017
diff		1ST QTR 0.00 2,148.05 0.00 0.00 0.00 2,148.05		
2,148.05	<u>Amount</u> 2,148.05	2ND QTR 0.00		
x   2	Personal Injury	3RD QTR 0.00		0.00
2,148.05	Property Damage 2,148.05	4TH QTR 0.00 0.00	2,148.05 145,366.69	AMOUNT 147,514.74  0.00 147,514.74
<b>1</b> 1	Litigation	TOTAL 0.00 2,148.05 0.00 0.00 0.00 2,148.05		
.	<u>Auto</u> <u>Damage</u>			

Prof Services

### RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DESIGNATING SUCCESSOR DISSEMINATION AGENT

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

Introduced by Commissioner:	-		===8
Seconded by Commissioner:	lo <u> </u>		
AD	OPTED:	. 2017	

WHEREAS, the Passaic Valley Water Commission (the "Commission") has from time to time, issued obligations that are subject to the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Exchange Act"), and subject to the requirements regarding continuing disclosure of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") (the "Rule"). In connection with the issuance of such obligations, the Commission has executed either a Continuing Disclosure Certificate or entered into a Continuing Disclosure Agreement with the trustee with respect to each publicly offered series of bonds to assist it in complying with the Rule, wherein the trustee was designated dissemination agent; and

WHEREAS, the outstanding bonds of the Commission subject to the Rule (the "Bonds") are listed on Exhibit A attached hereto; and.

WHEREAS, the trustee has served as dissemination agent under the Disclosure Documents; and

WHEREAS, the Commission wishes to designate a new dissemination agent with respect to the Bonds.

NOW, THEREFORE, BE IT

RESOLVED, the Commission hereby designates NW Financial Group, LLC as dissemination agent with respect to the Bonds; and

FURTHER RESOLVED, the President, Vice President and Executive Director are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of this Resolution.

### Exhibit A Outstanding Bonds Subject to the Rule

Date of Issue	Title	Original Face Amount	Outstanding Amount
March 1, 2004	Water Supply System Revenue Refunding Bonds, Series 2003	\$35,880,000	\$22,245,000
December 7, 2007	Water Supply System Revenue Bonds, Series 2007C	\$7,070,000	\$335,000
December 30, 2009	Water Supply System Revenue Bonds, Series 2009A	\$5,360,000	\$3,535,000
December 30, 2009	Water Supply System Revenue Bonds, Series 2009B	\$12,185,000	\$12,185,000
December 30, 2009	Water Supply System Revenue Bonds, Series 2009C	\$20,955,000	\$16,900,000
June 16, 2014	Water Supply System Revenue Bonds, Series 2014	\$20,470,000	\$18,945,000
December 3, 2015	Water Supply System Revenue Refunding Bonds, Series 2015	\$10,195,000	\$9,600,000

### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
Blumenthal, D.				
Friend, J.				
Kolodziej, J.				
Levine, J.				
Rodriguez, I				_
Sanchez, R.				
Vannoy, R.		—		_
The foregoing is a true	and complete	copy of	a resolution	of the Passaic Valley Water
Commission adopted at				
1	Č			
			Louis	Amodio, Administrative Secretary
				·

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

### **DESIGNATION OF DISSEMINATION AGENT**

WHEREAS, the Passaic Valley Water Commission (the "Commission") has from time to time, issued obligations that are subject to the Securities Exchange Act of 1934, as the same may be amended from time to time ("Exchange Act"), and subject to the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") (the "Rule"). In connection with the issuance of such bonds, the Commission has executed either a Continuing Disclosure Certificate or entered into a Continuing Disclosure Agreement with the trustee with respect to each publicly offered series of bonds to assist it in complying with the Rule; and

WHEREAS, the outstanding bonds of the Commission subject to the Rule (the "Bonds") are listed on <u>Exhibit A</u> attached hereto and the Continuing Disclosure Certificates and Continuing Disclosure Agreements (collectively, the "Disclosure Documents") with respect to the Bonds are attached as <u>Exhibit B</u> hereto; and.

WHEREAS, the trustee has served as dissemination agent under the Disclosure Documents; and

WHEREAS, the Commission wishes to designate a new dissemination agent with respect to the Bonds.

The Commission hereby designates NW Financial Group, LLC as dissemination agent with respect to the Bonds. NW Financial Group, LLC shall be subject to all obligations set forth in such Continuing Disclosure Certificates and Continuing Disclosure Agreements.

This designation is effective July 1, 2017.
Executed this day of, 2017.
PASSAIC VALLEY WATER COMMISSION
D
By: Name: Gerald Friend
Title: President
Acceptance of Designation as Dissemination Agent
NW FINANCIAL GROUP, LLC
By: Name: Daniel Marriniello
Title: Principal

**Exhibit A Outstanding Bonds Subject to the Rule** 

Date of Issue	Title	Original Face Amount	Outstanding Amount
	Water Supply System Revenue		
March 1, 2004	Refunding Bonds, Series 2003	\$35,880,000	\$22,245,000
	Water Supply System Revenue		
December 7, 2007	Bonds, Series 2007C	\$7,070,000	\$335,000
	Water Supply System Revenue		
December 30, 2009	Bonds, Series 2009A	\$5,360,000	\$3,535,000
	Water Supply System Revenue		
December 30, 2009	Bonds, Series 2009B	\$12,185,000	\$12,185,000
	Water Supply System Revenue		
December 30, 2009	Bonds, Series 2009C	\$20,955,000	\$16,900,000
	Water Supply System Revenue		
June 16, 2014	Bonds, Series 2014	\$20,470,000	\$18,945,000
	Water Supply System Revenue		
December 3, 2015	Refunding Bonds, Series 2015	\$10,195,000	\$9,600,000

# Exhibit B Copies of Continuing Disclosure Certificates and Continuing Disclosure Agreements for the Bonds

SERIES 2017 SUPPLEMENTAL RESOLUTION NO. 1 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$20,000,000 PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2017 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO

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

Introduced by Commissioner:	
Seconded by Commissioner:	

ADOPTED: MAY 24, 2017

WHEREAS, on May 27, 1992, the Passaic Valley Water Commission (the "Commission") adopted a resolution entitled, "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution") providing for, among other things, the issuance of Bonds in order to finance the Costs of the Commission's System, including the acquisition, construction or improvement thereof and the funding of any deposits into any fund or account established and created under the General Bond Resolution; and

WHEREAS, the Commission has determined to issue one or more Series of its Bonds, pursuant to the General Bond Resolution, in the aggregate principal amount not to exceed \$20,000,000 to provide for, among other things, (1) the advance refunding of all or a portion of the Commission's outstanding (A) Water Supply System Revenue Bonds, Series 2009A (Bank Qualified) and (B) Water Supply System Revenue Bonds (Federally Taxable), Series 2009C; (2) deposits to the Commission's Bond Reserve Fund (or the purchase of a surety bond with respect thereto), to increase the amounts therein to amounts equal to the Bond Reserve Requirement; and (3) the payment of the costs associated with the issuance of such Bonds (together, the "Project"); and

WHEREAS, in accordance with the provisions of the General Bond Resolution, the Commission desires to authorize the issuance and delivery of one or more Series of its Bonds in the aggregate principal amount not to exceed \$20,000,000, to be designated "Water Supply System Revenue Refunding Bonds, Series 2017" (the "Series 2017 Bonds") and to provide terms and conditions with respect to such Series 2017 Bonds, in addition to those which have been previously established by the General Bond Resolution; and

WHEREAS, the terms of the sale of the 2017 Bonds are in accordance with the provisions of N.J.S.A. 40A:5A-1 et seq. and N.J.A.C. 5:31-8.1 (the "Regulation") (which does not require the findings of the New Jersey Local Finance Board, provided the conditions therein are satisfied).

NOW THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION (at least 2/3 of the Board voting affirmatively), as follows:

#### ARTICLE 1. DEFINITIONS AND INTERPRETATIONS

# SECTION 101. SHORT TITLE.

This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as "Series 2017 Supplemental Resolution No. 1."

# SECTION 102. <u>AUTHORIZATION FOR SERIES 2017 SUPPLEMENTAL</u> RESOLUTION NO. 1.

This Series 2017 Supplemental Resolution No. 1 is authorized by and adopted pursuant to the provisions of Sections 317, 802(6), 802(7) and 806 of the General Bond Resolution.

## SECTION 103. CERTAIN DEFINITIONS.

Terms that are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in the General Bond Resolution.

## ARTICLE II. AUTHORIZATION AND ISSUANCE OF SERIES 2017 BONDS

#### SECTION 201. AMOUNT AND TITLE OF SERIES 2017 BONDS.

An aggregate principal amount not to exceed \$20,000,000 of Series 2017 Bonds are hereby authorized to be issued pursuant to the terms of the General Bond Resolution by the Commission in accordance with the provisions of the General Bond Resolution and this Series 2017 Supplemental Resolution No. 1. The Series 2017 Bonds shall be designated "Water Supply System Revenue Refunding Bonds, Series 2017A" and "Water Supply System Revenue Refunding Bonds, Series 2017B (Federally Taxable)".

# SECTION 202. <u>DESCRIPTION OF SERIES 2017 BONDS.</u>

(1) <u>Term</u>. The Series 2017 Bonds shall be dated and shall bear interest from their dated date and shall mature at the respective principal amounts, subject to prior redemption, at such rates, on such dates and in such amounts consistent with the Regulation, and at such Redemption Price(s), if applicable, as may be provided by one or more supplemental resolutions of the

Commission or certificate of the President, Vice President or Executive Director of the Commission in furtherance of this Series 2017 Supplemental Resolution No. 1) (such Supplemental Resolutions or Details Certificate are hereinafter referred to as "Details Resolution"); provided that if determined by certificate, the final maturity of the Series 2017A Bonds shall not be later than December 31, 2024 and the interest rate shall not exceed 5.0%, and the final maturity of the Series 2017B Bonds shall not be later than December 31, 2029 and the interest rate shall not exceed 8.0%. Principal of the Series 2017 Bonds shall mature commencing on December 15, 2017 or such other date as is determined by the Details Resolution.

- (2) Interest Rates Per Annum and Interest Payment Dates. The Series 2017 Bonds shall bear interest at the interest rate per annum as shall be set forth in the Details Resolution. Interest on the Series 2017 Bonds shall be payable on each December 15 and June 15, commencing December 15, 2017 (or such other dates as are determined by the Details Resolution) until the Commission's obligation with respect to the Series 2017 Bonds shall be discharged.
- (3) <u>Denomination and Place of Payment</u>. The Series 2017 Bonds are issuable in the denomination of \$5,000 each, or any integral multiple thereof, except than an amount maturing in any one year in excess of the largest principal amount thereof equaling a multiple of \$5,000 will be in the denominations of \$1,000, or any integral multiple thereof. The principal of and interest on the Series 2017 Bonds shall be payable to the Registered Owner thereof, or registered assigns, on the maturity date(s) of the Series 2017 Bonds or on the applicable date fixed for redemption, upon presentation and surrender of the Series 2017 Bonds at the principal corporate trust office of the Paying Agent. All other terms and conditions with respect to the payment of the principal and interest on the Series 2017 Bonds shall be as provided in the General Bond Resolution or in the Details Resolutions.
- (4) The Series 2017 Bonds shall be issued in book-entry form only and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company ("DTC"). The Series 2017 Bonds shall be issued in the form of one certificate for each maturity in the aggregate principal amount of each such maturity. As long as DTC or its nominee, Cede & Co., is the Registered Owner of the Series 2017 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2017 Bonds will be made by the Paying Agent directly to DTC or its nominee, Cede & Co., which will remit payments to DTC participants which will remit such payments to the beneficial owners of the Series 2017 Bonds. All other terms and conditions with respect to the payment of the principal of and interest on the Series 2017 Bonds shall be as provided in the 2017 Supplemental Resolution.
- (5) <u>Transfer and Exchange of the Series 2017 Bonds</u>. As long as the Series 2017 Bonds remain in book-entry form, such Series 2017 Bonds shall be transferable only upon the records of DTC. All other provisions governing the transfer and exchange of the Series 2017 Bonds shall be as provided in the Resolution.
- (6) <u>Form of the Series 2017 Bonds</u>. The Series 2017 Bonds shall be in substantially the form set forth in Section 202(4) of the 2017 Supplemental Resolution, which form is by this reference incorporated in full as if set forth herein, with such omissions, insertions and variations

as are properly required and which are not contrary to any of the provisions of the Resolution or this Certificate.

# (7) <u>Book-Entry System</u>.

- (i) The Commission hereby designates DTC as the initial Securities Depository (as hereinafter defined) for the Series 2017 Bonds for the purpose of (1) holding (on behalf of its participants) the Series 2017 Bonds in safekeeping, and (2) performing the duties which are otherwise performed by the Paying Agent and Registrar. The Series 2017 Bonds may not be transferred or exchanged on the registration books of the Commission held by the Trustee as Registrar, except:
- (A) to any successor Securities Depository designated pursuant to Section 4(c) and 4(d) hereof;
  - (B) to any successor nominee designated by a Securities Depository; or
- (C) if the Commission shall, by resolution, elect to discontinue the bookentry system pursuant to Section 4(d) hereof, the Commission will cause the Trustee to authenticate and deliver replacement Series 2017 Bonds in fully registered form in authorized denominations in the names of the beneficial owners or their nominees, and thereafter the provisions of the Resolution regarding registration, transfer and exchange of the Series 2017 Bonds shall apply.

For the purpose of this Section, the term "Securities Depository" shall mean DTC and its successor or successors and any corporation or financial or banking institution which may be substituted in its place pursuant to the terms hereof. Any such Securities Depository shall have its office in the continental United States, shall be willing and able to accept the appointment upon reasonable and customary terms, and shall be authorized by law to perform all of the duties which are imposed upon it by the terms hereof and of the Resolution.

- (ii) Upon the resignation of any institution acting as Securities Depository hereunder, or if the Commission determines that continuation of any institution in the role of Securities Depository is not in the best interests of the beneficial owners, the Commission will attempt to identify another institution qualified to act as Securities Depository hereunder, any such successor Securities Depository to be appointed by a Supplemental Resolution or a Certificate of an Authorized Commission Representative. If the Commission is unable to identify such successor Securities Depository prior to the effective date of the resignation, the Commission shall discontinue the book-entry system, as provided in Section 4(d) hereof.
- (iii) So long as the book-entry system is used for the Series 2017 Bonds, the Trustee will give notice of redemption or any other notices required to be given to Holders of Series 2017 Bonds only to the Securities Depository or its nominee, as the Registered Owner thereof. Any failure of the Securities Depository to advise any of its participants, or of any participant to notify the beneficial owner, of any such notice and its content or effect will not affect the validity of the redemption of Series 2017 Bonds called for redemption or of any other

action premised on such notice. Neither the Commission nor the Trustee shall be responsible or liable for the failure of the Securities Depository or any participant thereof to make any payment or give any notice to a beneficial owner in respect of the Series 2017 Bonds, or for any error or delay relating thereto.

(iv) During any period in which the Series 2017 Bonds are subject to the bookentry system, the Securities Depository may make an appropriate notation on the Series 2017 Bonds indicating the date and amounts of any reduction in principal resulting from a partial redemption, acceleration or similar transaction necessitating a reduction in principal amount, other than any such reduction occurring on the final maturity date of a Series 2017 Bond (in which case the certificate evidencing such Series 2017 Bond must be surrendered to the Trustee prior to the payment thereof at maturity).

### SECTION 203. REDEMPTION OF SERIES 2017 BONDS.

The Series 2017 Bonds shall be subject to optional redemption prior to maturity in accordance with the terms of the General Bond Resolution and as may be set forth in the Details Resolution of the Commission.

The Series 2017 Bonds are subject to extraordinary redemption in accordance with the terms of the General Bond Resolution and as may be set forth in the Details Resolution of the Commission.

# SECTION 204. APPOINTMENT OF TRUSTEE, ESCROW AGENT, PAYING AGENT AND REGISTRAR.

Manufacturer's and Trader's Trust Company is hereby appointed Trustee, Escrow Agent, Bond Registrar and Paying Agent for the Series 2017 Bonds. The Trustee, Bond Registrar and Paying Agent shall signify its acceptance of the trusts and duties hereunder and under the General Bond Resolution by its execution of a certificate accepting same, and the Escrow Agent shall signify its acceptance of the trusts and duties under the Escrow Agreement by its execution thereof. The Executive Director shall designate a verification agent.

# SECTION 205. SYSTEM RESERVE AND OPERATING FUND RESERVE ACCOUNT REQUIREMENTS.

As determined by the Chief Financial Officer of the Commission, the System Reserve Requirement (aka the Renewal and Replacement Reserve) is \$3,000,000 and the Operating Fund Reserve Account Requirement is \$8,940,000.

# ARTICLE III. SALE OF SERIES 2017 BONDS

## SECTION 301. EXECUTION OF THE SERIES 2017 BONDS.

The President, Vice President or Executive Director of the Commission (the "Authorized Officers") are hereby authorized to execute the Series 2017 Bonds in the name and on behalf of the Commission, and the Secretary shall cause the corporate seal of the Commission to be affixed thereto or reproduced thereon, and the Secretary is hereby authorized to attest to said corporate seal.

# SECTION 302. SALE OF SERIES 2017 BONDS.

The Commission has determined that the Series 2017 Bonds shall be sold by private sale. On May 10, 2017, NW Financial Group, LLC, the Commission's Financial Advisor, issued a Request for Proposals for underwriters which were received on May 15, 2017. The underwriter shall be designated by subsequent resolution upon its compliance with P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26).

# SECTION 303. <u>AUTHENTICATION AND DELIVERY OF THE SERIES 2017</u> BONDS.

The President, Vice President or Executive Director of the Commission is hereby authorized, after the execution of the Series 2017 Bonds, to cause the same to be issued and delivered in accordance with the terms of the General Bond Resolution and this Series 2017 Supplemental Resolution No. 1.

## SECTION 304. PRIOR ACTION.

All action which has been taken prior to the date hereof by the officers, employees, and agents of the Commission with respect to the sale of the Series 2017 Bonds is hereby approved and ratified.

## SECTION 305. PAYMENT OF COSTS OF ISSUANCE.

The President or any other Commission Officer is authorized and directed to pay or cause to be paid all of the approved costs associated with the sale and issuance of the Series 2017 Bonds.

# SECTION 306. ADDITIONAL ACTS REGARDING SERIES 2017 BONDS.

The Authorized Officers are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the General Bond Resolution in connection with the issuance, sale and delivery of the Series 2017 Bonds, including but not limited to, the preparation and distribution of a preliminary and final offering document. The Commission is also authorized to enter into any additional agreements and/or investments necessary in order to provide for the issuance of the Series 2017 Bonds.

## ARTICLE IV. MISCELLANEOUS

### SECTION 401. EFFECTIVE DATE.

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Series 2017 Supplemental Resolution No. 1 shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Series 2017 Supplemental Resolution No. 1, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution, and if applicable, the consent of any Bond Insurer or provider of any Credit Facility.

# SECTION 402. INCORPORATION OF REMAINDER OF RESOLUTON BY REFERENCE.

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

# SECTION 403. COVENANT AS TO COMPLIANCE WITH FEDERAL TAX MATTERS.

The Commission hereby covenants that it will take all actions within its control that are necessary to assure that interest on the Series 2017 Bonds that are issued as Tax-Exempt Obligations is excludable from gross income under the Internal Revenue Code of 1986, as amended ("Code"). The Commission will refrain from taking any action that would adversely affect the exclusion of interest on such Series 2017 Bonds from gross income under the provisions of the Code. To assist the Commission in complying with this convent, the Bond Counsel and/or Financial Consultant shall from time to time provide instructions to the Executive Director and Chief Financial Officer of the Commission concerning the application of the proceeds and investment income, if any, from such Series 2017 Bonds and the manner in which the record of expenditures and investments may be maintained.

# SECTION 404. PUBLICATION AND FILING.

The Secretary is hereby directed to publish the Notice of Adoption of this Series 2017 Supplemental Resolution No. 1 in the official newspaper(s) of the Commission and to file a certified copy of this Series 2017 Supplemental Resolution No. 1 with the Trustee, the Director of the Department of Local Government Services and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

# RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT	
Blumenthal, D.		-			
Friend, J.				3 <del></del> 3	
Kolodziej, J.	-		-		
Levine, J.					
Rodriguez, I					
Sanchez, R.			-		
Vannoy, R.		_	-		
Adopted at a meeting of Passaic Valley Water Commission.					
President		(	Secretary	_	

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



# PASSAIC VALLEY WATER COMMISSION

#### **RESOLUTION** #17-33

#### RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**DATE OF ADOPTION: MAY 24, 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: ABSENT: Time:			
	MMISSION VOTE			
IDIDA RODRIGUEZ	AYE	NAY	ABSTAIN	ABSENT
ROBERT VANNOY				
JEFFREY LEVINE	÷			
JOSEPH KOLODZIEJ				
RIGO SANCHEZ	SEC			
DAVID BLUMENTHAL	-			
GERALD FRIEND	×			
PRESIDENT	SECRET	ARY		
GERALD FRIEND	DAVIDI	RLHMENT	HAI.	



## 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 May 24, 2017.

LOUIS AMODIO
Administrative Secretary

# OPEN SESSION RESUMED

# CONSENT ACTION

# RESOLUTION(S)

# RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION:

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

Introduced by Commissioner:	
Seconded by Commissioner:	

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on February 28, 2017 for Contract 17-B-4 "Flocculation Aid Dry Polymer", which bid was rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on April 11, 2017 one (1) bid was received by PVWC for Contract 17-B-4 (Re-Bid) "Flocculation Aid Dry Polymer"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated May 1, 2017 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

**WHEREAS,** the Local Public Contracts Law provides for the awarding of the Contract upon receipt of bid and qualifications of bidder therefor; and

WHEREAS, the responsible, responsive bid submitted for this Contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, based on the estimated quantity of 303.000 pounds. in the amount of \$362,691.00; and

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

- 1. That Contract No. 17-B-4 (Re-Bid) "Flocculation Aid Dry Polymer" in the total amount of \$362,691.00 in connection with the above described goods and services is hereby awarded to the Awardee.
- 2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-4 (Re-Bid) as set forth hereinabove.

	AYE	NAY	<b>ABSTAIN</b>	ABSENT	
LEVINE, J.				-	
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KOLODZIEJ, J.	-	( <del></del> !	-		
SANCHEZ, R.				-	
RODRIGUEZ, I.	9	·	·	******	
FRIEND, G.	<del></del> )'	8	-	<del></del>	
Adopted at a Commission.	meeting	of	Passaic \	Valley Wa	tei
President GERALD FRIEND		_	Secreta	iry BLUMENTH	

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 May 24, 2017.

LOUIS AMODIO
Administrative Secretary

# PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date: May 1, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley

L. Amodio L. Beckering

Re: Contract 17-B-4 (Re-Bid) "Flocculation Aid Dry Polymer"-

One Bid Received

Notwithstanding solicitation of bids to potential bidders, in the first solicitation for bids only one bid was received on February 28, 2017 for Contract 17-B-4 "Flocculation Aid Dry Polymer", which bid was rejected for lawful cause and the contract was subsequently re-solicited for bids.

Again, and notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on April 11, 2017 one (1) bid was received by PVWC for Contract 17-B-4 (Re-Bid) "Flocculation Aid Dry Polymer".

The Law Department has requested that an explanation be provided regarding why only one (1) bid was received for the above-referenced contract and for the re-bid contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for both the contract and the re-bid contract. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. The Work required by the Contract Documents is highly specialized in nature, thereby limiting the number of bidders qualified and capable of performing the required Work. In addition, there are a limited number of bidders willing and able to satisfy the relatively stringent requirements of the public bidding process that are set forth in the Bid Documents.

# PASSAIC VALLEY WATER COMMISSION

# INTER-OFFICE MEMO

DATE: April 28 2017

FROM:

**Purchasing Department** 

TO:

Joseph A. Bella George T. Hanley Yitzchak Weiss

RE:

Contract # 17-B-4 (Re-Bid) Flocculation Aid Dry Polymer

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

One (1) bid was received, that of Polydyne Inc, of Riceboro, Georgia, in the amount of \$362,691.00

Respectfully submitted,

Gregg B. Lucianin Purchasing Agent

cc: L. Amodio J. Duprey

# OFFICE OF THE COMPTROLLER

# **CERTIFICATION OF AVAILABILITY OF FUNDS**

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

Description of Project or Contract: 17-B-4 (Re-Bid) Polydyne, Inc.

Amount of Project or Contract: \$ 362,691.00

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

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

Other comments: Two (2) Year Contract Commencing: May 2017

Flocculation Aid Dry Polymer

Date of Certification: 04/28/2017 Certified: \$ 362,691.00

Comptroller and Chief Financial Officer

YW:gbl

17-B-4 (Re-Bid) Flocculation Aid Dry Polymer

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4/11/2017

# RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION:

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

Introduced by Commissioner:	
Seconded by Commissioner:	

WHEREAS, on April 25, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-8 "Bituminous Cold Patch Materials"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated May 2, 2017 regarding this Contract; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of Newark Asphalt Corp. of Newark, New Jersey (the "Awardee") with respect to said bid, in the amount of \$150,000.00; and

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

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

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

- 1. That Contract No. 17-B-8 "Bituminous Cold Patch Materials" in the total amount of \$150,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
- 2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of

said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-8 as set forth hereinabove.

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# PASSAIC VALLEY WATER COMMISSION INTEROFFICE MEMORANDUM

Date: May 2, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley

L. Amodio G. Lucianin

Re: Contract 17-B-8 "Bituminous Cold Patch Materials"-Two Bids Received

Two bids were received on April 25, 2017 for Contract 17-B-8 "Bituminous Cold Patch Materials".

The Law Department has requested that an explanation be provided regarding why only two (2) bids were received for the above-referenced Contract.

The advertisement and the posting of the said notice on PVWC's website were properly accomplished for the Contract. The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products and/or methods will be considered if offered by the Contractor.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. The Work required by the Contract Documents is highly specialized in nature, thereby limiting the number of bidders qualified and capable of performing the required Work.

## PASSAIC VALLEY WATER COMMISSION

# **INTER-OFFICE MEMO**

DATE: April 28, 2017

FROM:

Purchasing Department

TO:

Joseph A. Bella George T. Hanley Yitzehak Weiss

RE:

Contract #17-B-8 Bituminous Cold patch Materials

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **Newark Asphalt Corp.**, of Newark, New Jersey, in the amount of \$150,000.00.

Respectfully submitted,

Gregg B. Lucianin'
Purchasing Agent

cc: J. Duprey L. Amodio

# 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: 17-B-8 Bituminous Cold Patch Materials, Newark Asphalt Corp.

Amount of Project or Contract: \$150,000.00

1. Acct: # 001-3002-424-4302 R & M / Resurface

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

Other comments: Two (2) Year Contract Commencing: May 2017

Bituminous Cold Patch Materials

Date of Certification: 04/28/2017 Certified: \$150,000.00

Comptroller and Chief Financial Officer

YW:gbl

BID DEPOSIT  CC- Certified Check CA- Cashier's Check BB- Bid Bond
Certified Check Cashier's Check 10% Bid Bond Not to Exceed
Certified Check Cashier's Check 10% Bid Bond Not to Exceed 5.00
Certified Check Cashier's Check Bid Bond Not to Exceed
Certified Check Cashier's Check Bid Bond Not to Exceed
Certified Check Cashier's Check Bid Bond Not to Exceed

# RESOLUTION OF PASSAIC VALLEY WATER COMMISSION DATE OF ADOPTION:

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

Introduced by Commissioner:	
Seconded by Commissioner:	

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-65 entitled "Professional Engineering Construction Phase Services for PVWC's Lead Service Line Replacement Contract" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

**WHEREAS,** each of the five (5) responses received were evaluated by PVWC based on criteria as set forth in the request for responses, and a copy of PVWC's memorandum dated April 19, 2017 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, as can be seen from the above-referenced PVWC memorandum, the firm of Crew Engineers, Inc. of Butler, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received April 13, 2017 (hereinafter the "Response") for the total not-to-exceed price of \$358,850.00 which is reasonable considering the nature and scope of work involved, and was the least cost of the proposals received; and

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

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

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

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

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

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

RECORD OF COMMISS	ON VOTE ON	FINAL PASS	AGE
-	AYE NA	AY ABSTAIN	
President GERALD FRIEND		Secre DAVI	tary D BLUMENTHAL
This Resolution, custody of the Adminis	-	•	remain in the
	CERTIFICAT	ION	
I, LOUIS AMODIO, Water Commission in the Commission in the Commission in the Commission in the fore of the Original Resolution commembership of the Passaic 24, 2017.	County of Passai going Resolution Iuly passed and	c, and the Statential is a true copy adopted by a	e of New Jersey do of a legal quorum majority of the full
	LOUI	S AMODIO	

**Administrative Secretary** 

# **PASSAIC VALLEY WATER COMMISSION**

# PROJECT NO. 17-P-65 PROFESSIONAL ENGINEERING CONSTRUCTION PHASE SERVICES FOR PVWC'S LEAD SERVICE LINE REPLACEMENT CONTRACT

**PVWC MEMORANDUM DATED APRIL 19, 2017** 

**EXHIBIT A** 

#### PASSAIC VALLEY WATER COMMISSION **INTEROFFICE MEMORANDUM**

Date:

April 19, 2017

To:

Hon. Commissioners

From:

J. Duprey

cc:

J. Bella

G. Hanley L. Amodio G. Lucianin

Re:

Request to Award Project No. 17-P-65 "Professional Engineering Construction Phase Services for PVWC's

Lead Service Line Replacement Contract"

#### **Summary**

It is recommended that Project No. 17-P-65 "Professional Engineering Construction Phase Services for PVWC's Lead Service Line Replacement Contract" (the "Project") be awarded to Crew Engineers, Inc. of Butler, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$358,850.00.

## Background

PVWC has awarded a two-year construction contract for the replacement of approximately 800 lead services lines spread throughout the water distribution systems in Paterson, Passaic, Clifton and Prospect Park. The construction work entails excavating and removing the lead service line from its connection to the water main in the street, and replacing it with a new copper service line from the water main to the water meter in the residence/business. The requested professional engineering services include providing an on-site resident observer who will work with the contractor and PVWC to successfully implement the lead service line replacement contract. A minimal amount of home office oversight and construction administration support will also be required.

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on April 13, 2017 five (5) responses were received and were evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

## **EVALUATION OF RESPONSES RECEIVED**

CONSULTANT	<b>TOTAL AMOUNT</b>	TOTAL POINTS(1)
Crew Engineers <sup>(2)(7)</sup>	\$358,850.00	967
Jacobs Engineering <sup>(3)</sup>	\$399,458.00	948
Mott MacDonald <sup>(4)</sup>	\$454,720.00	940
Suburban Engineers <sup>(5)</sup>	\$448,350.00	894
Remington & Vernick <sup>(6)</sup>	\$590,760.00	874

- Notes: (1) Using evaluation criteria set forth in the RFP.
  - (2) Crew Engineers, Inc., of Butler, NJ.
  - (3) Jacobs Engineering Group, Inc., of Morristown, NJ
  - (4) Mott MacDonald, of Iselin, NJ.
  - (5) Suburban Consulting Engineers, Inc., of Flanders, NJ
  - (6) Remington, Vernick & Arango Engineers, of Secaucus, NJ.
  - (7) Recommended for award, price and other factors considered.

# **PASSAIC VALLEY WATER COMMISSION**

# PROJECT NO. 17-P-65 PROFESSIONAL ENGINEERING CONSTRUCTION PHASE SERVICES FOR PVWC'S LEAD SERVICE LINE REPLACEMENT CONTRACT

**PVWC'S FORM OF CONTRACT** 

**EXHIBIT B** 

#### **FORM OF AGREEMENT**

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_\_\_, 20\_\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Crew Engineers, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1250 Route 23 North, Butler, New Jersey 07405.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-65 entitled "Professional Engineering Construction Phase Services for PVWC's Lead Service Line Replacement Contract" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated April 13, 2017, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

- 1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.
- PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of

PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

- The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$358,850.00. Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.
- 4. PROFESSIONAL shall be responsible to PVWC for any subcontractors and outside associates or professional it engages to assist it in the performance of the services required under this AGREEMENT.
- 5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.
- 6. Both PVWC and PROFESSIONAL understand that the goal of this AGREEMENT is to complete all phases of the subject PROJECT in a reasonably expeditious fashion. To this end each pledges to the other full cooperation.
- 7. The services to be performed under this AGREEMENT for the PROJECT shall be deemed to be completed when the scope of work authorized by PVWC for the PROJECT has satisfactorily been fulfilled.
- 8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.
- 9. PROFESSIONAL shall hold secret and confidential all information designated by PVWC as confidential. PROFESSIONAL shall not reveal any designated confidential information to a third party unless the disclosing party was lawfully possessed with the information before receipt of same from the party claiming confidentiality and whose information has been designated as described herein as being confidential, or applicable law, regulation, court order or any agency of competent jurisdiction requires its disclosure; or the failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:
- a) Worker's Compensation in statutory amounts and Employer's Liability for PROFESSIONAL'S employees' for the PROJECT for related injuries or disease; and
- b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

- 11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.
- 12. PROFESSIONAL represents that it is an independent professional and not an employee of PVWC.
- 13. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.
- 14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties. Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.
- 15. During the performance of this contract, the contractor agrees as follows:
- The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h) In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i) The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - -Letter of Federal Affirmative Action Plan Approval
  - -Certificate of Employee Information Report
  - -Employee Information Report Form AA302
- j) The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
- 16. This AGREEMENT is subject to termination at the conclusion of all of the Contract work, time being of the essence as described herein, unless extended by the mutual agreement of the Parties. PVWC retains the right to terminate the PROFESSIONAL upon 15 days' notice to the PROFESSIONAL, which notice shall be effective when given to the PROFESSIONAL in writing at the PROFESSIONAL'S place of business by way of certified mail return receipt requested and regular mail. No other Notice shall be necessary. Should termination under this Article take place, the PROFESSIONAL shall be entitled to compensation for all authorized Contract work completed satisfactorily to the date of termination. PVWC shall be the sole judge of satisfactory work.
- 17. This AGREEMENT, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and PROFESSIONAL. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this AGREEMENT shall be in writing and signed by the PVWC and PROFESSIONAL.
- 18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

- 19. The effective date of this AGREEMENT shall be as of the date set forth hereinabove, or where such date is not indicated, the effective date of the AGREEMENT shall be when the last of the two parties is in full possession of a fully executed AGREEMENT document.
- 20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL.
- 21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.
- 22. PVWC designates the Executive Director, the Director of Engineering, and the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.
- 23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.
- 24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

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

# **PROFESSIONAL FIRM**

Wi	itness or Attest	
Ву: _	Secretary	By: Authorized Signatory
	(Seal)	
		PASSAIC VALLEY WATER COMMISSION
By:	LOUIS AMODIO Administrative Secretary	By: GERALD FRIEND President

# **PASSAIC VALLEY WATER COMMISSION**

# **ATTACHMENT "A"**

# **PROFESSIONAL'S PROPOSAL**

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

# **PASSAIC VALLEY WATER COMMISSION**

# PROJECT NO. 17-P-65 PROFESSIONAL ENGINEERING CONSTRUCTION PHASE SERVICES FOR PVWC'S LEAD SERVICE LINE REPLACEMENT CONTRACT

# **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 # 17-P-65 – Professional Services for PVWC's Lead Service Line Replacement Contract. (Crew Engineers, Inc.).

Amount of Project or Contract not to exceed: \$358,850

1. Acct #: 001-0901-419.95-46 BUDGET 2017

Other Comments:

**Professional Services** 

Date of Certification: 4/24/2017

Yitzchak Weiss, CPA

Comptroller and Chief Financial Officer Passaic Valley Water Commission

# PASSAIC VALLEY WATER COMMISSION RESOLUTION AUTHORIZING A WATER SUPPLY AGREEMENT WITH THE MANCHESTER UTILITIES AUTHORITY FOR WATER SUPPLY

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

Introduced by Commissioner:	
Seconded by Commissioner:	

**WHEREAS,** Passaic Valley Water Commission ("PVWC") currently supplies water to the Manchester Utilities Authority (the "Authority") for their customers in the Borough of Haledon (the "Borough"), and

WHEREAS, Passaic Valley Water Commission ("PVWC") and the Authority are desirous of entering into a water supply relationship to continue to supply water to the Authority; and

WHEREAS, PVWC and the Authority have agreed to enter into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35 for the continued sale of water as set forth in the form of agreement (the "Agreement"), and a copy of PVWC's memorandum dated May 11, 2017, along with a copy of the Agreement, are attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the term of the Agreement shall be for a period of twenty five (25) years from the said date the Agreement is fully executed, with an option to automatically extend the Agreement for an additional period of fifteen (15) years, for a total contract duration of forty (40) years; and

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

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

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

RECORD OF COMMISSION	ON VOTE ON F	INAL PASS	AGE
	AYE NAY	ABSTAIN	ABSENT
LEVINE, J.			
ZANNOY, R.		<del></del>	
BLUMENTHAL, D.		3 <del>4</del> 3	
KOLODZIEJ, J.	<del></del>	2	-
SANCHEZ, R.		-	***************************************
RODRIGUEZ, I. FRIEND, G.			
RILIU, G.			_
Adopted at a meeting o	f Passaic Valle	ey Water Co	mmission.
President		Secreta	ıry
<b>GERALD FRIEND</b>		DAVID	<b>BLUMENTHA</b>

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 May 24, 2017.

LOUIS AMODIO
Administrative Secretary

# PASSAIC VALLEY WATER COMMISSION INTER-OFFICE MEMORANDUM

Date: May 11, 2017

To: Hon. Commissioners

From: J. Bella

J. Duprey

C:

L. Amodio

G. Hanley

Re:

Water Supply Agreement between PVWC and the

Manchester Utilities Authority (the "Authority")

Attached hereto (as Exhibit A) is the form of agreement (the "Agreement") between PVWC and the Authority entitled "Passaic Valley Water Commission and Manchester Utilities Authority-Water supply Agreement".

The Agreement sets forth the water supply committed totals, and adjusts the annual minimum purchase requirement to maintain appropriate ratios between the said annual minimum purchase requirement and the said water supply committed totals.

The water service to be provided is set forth in Table A of Section 201 of Article II (Page A-3) of the Agreement, which stipulates the Annual Minimum Purchase Requirement (the "minimum take-or-pay" amount), the Maximum Annual Purchase Volume, the Maximum Monthly Volume, the Maximum Daily Volume, and the Maximum Instantaneous Rate.

Based on PVWC's current wholesale rate of \$2,634.01 per million gallons, and the Annual Minimum Purchase Requirement of 350 MGY over the 25-year duration of the Agreement, the total equates to approximately \$23,047,500 (\$921,900 per year x 25 years).

The agreement also includes a provision for a contract extension for an additional 15 years (for a total duration of 40 years).



#### LAW GROUP

A LIMITED LIABILITY COMPANY

ATTORNEYS AT LAW

ERNEST P. FRONZUTO\*
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OF COUNSEL

May 9, 2017

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\*CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A CIVIL TRIAL ATTORNEY

\*ALSO MEMBER OF NY BAR

\*ALSO MEMBER OF CA BAR

30 Wall Street, 8th Floor New York, New York 10005-2205

REPLY TO: WOODLAND PARK

# VIA LAWYERS SERVICE

James G. Duprey, Chief Engineer Passaic Valley Water Commission 1525 Main Avenue Clifton, NJ 07011

Re.

Shared Services Agreement between Manchester Utilities Authority and

Passaic Valley Water Commission

Our File No. 060.1175

Dear Mr. Duprey:

Enclosed please find the Manchester Utilities Authority's Resolution Approving and Authorizing the Shared Services Agreement between Manchester Utilities Authority and Passaic Valley Water Commission along with two (2) original copies of the Agreement executed at the MUA's monthly meeting on Monday, May 8, 2017.

Please provide me with copies of the Commission's Resolution and signed Agreement at your earliest convenience after it is considered for approval.

Thank you.

Very truly yours,

CASEY ANNE CORDES

FRONZUTO LAW GROUP

ccordes@fronzutolaw.com

CAC/si Encl.

cc:

Manchester Utilities Authority (via email)

# MANCHESTER UTILITIES AUTHORITY

# RESOLUTION NO. 2017- 29

# APPROVAL OF AND AUTHORIZATION TO EXECUTE A SHARED SERVICES AGREEMENT BETWEEN THE MANCHESTER UTILITIES AUTHORITY AND PASSAIC VALLEY WATER COMMISSION

WHEREAS, the Manchester Utilities Authority ("MUA") was created and established by virtue of an ordinance numbered 2-18-2004A duly adopted by the Borough Council of the Borough on March 17, 2004, (the "Creation Ordinance"), pursuant to the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1 et seq.) of the State of New Jersey, as amended and supplemented (the "Act"), and the MUA is a public body corporate and politic of the State of New Jersey and an agency of the Borough with all the powers, privileges and authority conferred by the Act; and

**WHEREAS,** the Passaic Valley Water Commission ("Commission"), a public body of the State of New Jersey, corporate and politic created pursuant to <u>N.J.S.A.</u> 40:62-108 to 40:62-150.2; and

WHEREAS, it is the purpose and policy of the MUA to, among other things, provide water supply, transmission and distribution services ("Water Services" or "Services"); and

WHEREAS, the Commission owns and operates a public water supply and distribution system and has supplied the MUA with water pursuant to written agreement and both parties are desirous to continue their water supply relationship; and

WHEREAS, it is deemed to be in the best interests of the residents and ratepayers of the Authority to enter into a contract pursuant to N.J.S.A. 40:8A-a, et seq. (the "Interlocal Services Act") to provide for the MUA's continued use of the Commission's public water supply and distribution in order to perform efficient operation of the MUA's Water Services; and

**WHEREAS**, the MUA's Treasurer as the Certifying Finance Officer has certified that funds are available for the payment of the subject Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the MUA that it does hereby approve the Shared Services Agreement between the MUA and the Commission; and

IT IS FURTHER RESOLVED, that the Chairman of the MUA is hereby authorized to take any action necessary to further the intent of this Resolution and execute and deliver the Shared Services Agreement between the MUA and the Commission; and

IT IS FURTHER RESOLVED, that the fully executed Shared Services Agreement shall be kept on file and available for public inspection in the MUA's offices; and

IT IS FURTHER RESOLVED, that the within shall take effect immediately upon passage; and

IT IS HEREBY CERTIFIED that this is a true correct copy of a Resolution adopted by the Manchester Utilities Authority upon a roll call vote at its regular meeting held May 8, 2017.

NAME	MOTION	SECOND	Yes	No	Abstain	Absent
Dewan Chowdhury						X
Victor D'Ambrosio			X			
Geraldine Flach-						
Sybesma		X	X			
Carlos A. Moczo						X
James Van Sickle	X		X			
Phil Zofrea (Alternate)						LX_

ATTEST:  DENISE WAHAD, Asst. Secretary	SO APPROVED:
DENISE WAHAD, Asst. Secretary	VICTOR D'AMBROSIO, Chairman

Date of Adoption: 5/8/17
Memorialized: 5/8/17

#### **CERTIFICATION OF FUNDS:**

I, James Van Sickle, as Treasurer and Certifying Finance Officer of the MUA hereby certifies that the funds are available for the within expenditure as indicated herein. The amount of this Resolution is not to exceed \$\_\_\_\_\_\_.

JAMES VAN SICKLE, TREASURE & CERTIFYING FINANCE OFFICER

# **PASSAIC VALLEY WATER COMMISSION**

# WATER SUPPLY AGREEMENT WITH THE MANCHESTER UTILITIES AUTHORITY

# **EXHIBIT A**

# PASSAIC VALLEY WATER COMMISSION AND MANCHESTER UTILITIES AUTHORITY

# SHARED SERVICES AGREEMENT

SHARED SERVICES AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 (the "Act"), and having its principal office at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Manchester Utilities Authority organized under the laws of the State of New Jersey, with its principal office at 510 Belmont Avenue, Haledon, New Jersey 07508, hereinafter referred to as "Authority", (Commission and Authority are also individually referred to herein as "Party" and collectively as "Parties"):

#### WITNESSETH

 $\mbox{\bf WHEREAS,}$  the Commission owns and operates a public water supply and distribution system; and

**WHEREAS**, the Commission has supplied the Authority with water pursuant to a written agreement, and continues to supply Authority with water to the date of this Agreement, and both Parties are desirous of continuing their water supply relationship;

**NOW THEREFORE BE IT RESOLVED THAT,** in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Authority and the Commission, each for itself, and its successors and assigns, if any, do mutually covenant, promise and agree as follows:

# ARTICLE I DEFINITIONS

# **SECTION 101.** Definitions.

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

- "Agreement" shall mean the agreement for this water sales contract, which supersedes any prior agreements between the Commission and the Authority, by and between the Authority and the Commission and any and all modifications, alterations, amendments and supplements thereto, which may be made by mutual agreement of the Parties.
- "Annual Minimum Purchase Requirement" means the minimum total volume of water expressed in million gallons per year, which will be purchased by the Authority from the Commission during the "Service Year".
- "Authority's Water Consumption" shall mean the volume of water used by the Authority as identified by the Commission.
- "Authority's Water Customers" shall mean owners of property that are connected to the Authority's water distribution system and have the right to connect into the Authority's water distribution system.
- "Authority's Water System" shall mean the Authority's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Authority in connection with the supply, transmission and/or distribution of water to users of the Authority's water distribution system located in the geographical boundaries of the Authority.
- "Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.

- "Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:
  - a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of terrorism, acts of any public enemy, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasipublic or private entity not created or initiated by either Party; or
  - b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
  - a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
  - d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body with appropriate jurisdiction, impeding the terms and conditions of the Agreement, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
  - e) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing conditions shall in no case constitute an "Event of Force Majeure".
- "GPM" is the abbreviation for "gallons per minute"
- "Maximum Annual Purchase Volume" means the maximum total volume of water in million gallons per year which can be purchased by the Authority from the Commission during the "Service Year".
- "Maximum Daily Volume" means the maximum total volume of water in million gallons per day which can be purchased by the Authority from the Commission on any given day during the "Service Year".
- "Maximum Instantaneous Rate" means the maximum rate of water in gallons per minute that can be drafted by the Authority at any time during the "Service Year".
- "Maximum Monthly Volume" means the maximum total volume of water in million gallons per month which can be purchased by the Authority from the Commission during the "Service Year".
- "MGD" is the abbreviation for "million gallons of water per day".
- "MGM" is the abbreviation for "million gallons of water per month"
- "MGY" is the abbreviation for "million gallons of water per year"
- "Peak Daily Demand" means the average daily demand as recorded in the peak month during the "Service Year",
- "Service Year" shall mean the period commencing on the Effective Date of this Agreement of each calendar year and terminating at the beginning of the succeeding calendar year.

"Term of the Agreement" (also referred to herein as "Term") shall be as set forth in Article 2.01 herein.

# SECTION 102. Miscellaneous.

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

# ARTICLE II WATER SUPPLY

# SECTION 201. Water Service to be Provided.

- Unless terminated pursuant to Article VII, the Commission agrees to supply Authority, and Authority agrees to purchase water from Commission, commencing upon the Effective Date of the Agreement and continuing for a period of twenty five (25) years, with provision for renewal for an additional period as set forth in Section 2.08, commencing upon the Effective Date of the Agreement.
- 2. Authority guarantees the purchase of water during each Service Year in the aggregate of the Annual Minimum Purchase Requirement as set forth in Table A below. After each Service Year, Commission will determine whether Authority satisfied the Annual Minimum Purchase Requirement and, in the event that the Annual Minimum Purchase Requirement is not satisfied, the Commission shall invoice and/or deduct appropriate credits (as applicable) from the Authority for the difference between the Annual Minimum Purchase Requirement and the amount actually purchased.
- 3. The water to be delivered by Commission will be furnished from supplies as Commission may now or hereafter use for the general supply to its customers. Anything in this Agreement to the contrary notwithstanding, Commission shall be required to supply water only in the excess of the water needed to supply the requirements of its owner cities of Paterson, Clifton, and Passaic.

TABLE A										
Annual Minimum Purchase Requirement	350 MGY (0.96 MGD Average)									
Maximum Annual Purchase Volume	550 MGY (1.51 MGD Average)									
Maximum Monthly Volume	62 MGM (2.00 MGD Average)									
Maximum Daily Volume	3.00 MGD									
Maximum Instantaneous Rate	2,100 GPM									

In conformance with State of New Jersey established guidelines for the supply of potable water, the Authority agrees to a limit on the purchase of potable water from the Commission during each Service Year of the Maximum Annual Purchase Volume and of the Maximum Monthly Volume, each as set forth in Table A above. Notwithstanding the aforementioned, the Authority shall not draft potable water at a rate of more than the Maximum Daily Volume set forth in Table A above in any given day, nor at an instantaneous rate of more than the Maximum Instantaneous Rate set forth in Table A above, except during Emergency Situations which shall include, but shall not be limited to, a fire, a break in a water main, a break in a storage tank, or any other similar event, occurrence or situation which requires the Authority to take water from the Commission, provided that the Authority notifies the Commission immediately of any such Emergency Situation and terminates such supplemental supply upon the abatement of such Emergency Situation or when the Authority's other water supply facilities are out of service for maintenance purposes. The Authority shall

notify the Commission in advance of any planned outage of water supply facilities. The Authority will use its best efforts to end an Emergency Situation as expeditiously as possible. Moreover, the Maximum Instantaneous Rate set forth herein may be increased on the request by Authority and consent thereafter by Commission.

5. If requested by the Authority, the Commission agrees to periodically review the water volume limitations listed in Table A and, if appropriate and accepted by both parties, will revise the purchase quantities through an Amendment to this Agreement.

#### SECTION 202. Water Quality.

The water to be furnished hereunder shall be potable water which meets the statutory and/or regulatory standards promulgated by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency, or any successor regulatory governmental agency or department. The water supplied to Authority will be delivered from Commission's filtration plant located in Totowa, New Jersey, or from such other sources or combination of sources as may be available to Commission.

#### SECTION 203. Terms of Payment.

Authority hereby agrees to pay the charge for water delivered by Commission which shall be at the same bulk or wholesale rate which other bulk or wholesale customers of Commission pay. Authority shall also pay all power charges incurred to pump water above Commission's normal gradient, which gradient is the normal discharge gradient of the main system at the Little Falls Plant. All bills shall be rendered monthly in arrears by Commission and shall be payable by Authority within sixty (60) days from the date the bill is rendered. In the event the Authority fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.

#### SECTION 204. Changes in Rates.

In the event that the bulk or wholesale rate charges by Commission to other purveyors is raised or lowered during the Term of the Agreement or any renewal period thereof, Commission agrees to sell and Authority agrees to buy and pay for water delivered at such new rate from the date any such change in rate shall become effective.

# SECTION 205. Interruptions in Service, Event of Force Majeure.

The Commission agrees to exercise due care and take all reasonable and necessary steps to insure a continuous supply of water as provided herein. In the event that it becomes necessary for the Commission to temporarily discontinue service or to reduce water pressure in Commission mains because of an Event of Force Majeure as set forth in Article VI, or for the purpose of making necessary repairs, it is specifically agreed Authority or its customers shall not have any claim or demand against Commission because of such temporary discontinuances of supply or reductions of pressure.

# SECTION 206. <u>Pressure Limitations, Construction of Pumping Station and Pipelines.</u>

- 1. Commission shall not be obligated to furnish water pressure at its point of delivery to Authority in excess of the water pressure carried in Commission's supply mains. Should it become necessary because of the elevation of the areas to be supplied, or because of the hydraulic factors in the system of the Authority, or for any other reasons, to deliver water under a higher pressure than exists in Commission's supply mains, then and in that event, it shall be the sole obligation of the Authority to provide any additional pressure which may be required.
- Any water supply facilities constructed by Commission or its agents at the sole expense of the Commission shall at all times be and remain the property of the Commission. All facilities constructed by Authority or its agents shall at all times be and remain the property of Authority.
- 3. The primary water supply to the Authority is through the Burhans Avenue pumping station which is owned, operated, and maintained by the Commission. Electric costs associated with the Burhans Avenue pumping station are the responsibility of the Authority. The Commission can also supply the Authority through two back-up pumping stations, i.e., Redwood Avenue and Manchester. Commission owns, operates and maintains these back-up pumping stations and is responsible for the electric costs associated with each.

#### SECTION 207. Meter Testing.

Commission shall, if requested by the Authority, provide Authority with copies of certified reports of test(s) on the accuracy of meter(s) if the meters have not been replaced in accordance with the Commission's 5-year replacement policy. Authority reserves the right to perform its own readings and tests on the accuracy of meter(s) at any time, subject to adequate notice to the Commission with the right to be present, and the further right to review the tests and comment thereon.

# SECTION 208. Renewal of Agreement.

Unless terminated pursuant to Article VII, this Agreement shall be renewed automatically for additional terms of fifteen (15) years, unless Authority serves a written notice of termination upon the Commission not less than one (1) year before the expiration date of the initial term or any additional term of this Agreement.

# ARTICLE III AFFIRMATIVE ACTION REQUIREMENTS

# SECTION 301. Affirmative Action.

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

- The Parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Parties will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The Parties will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Party's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Parties agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The Parties agree to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The Parties agree to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) Each Party agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as

established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- h) In conforming with the applicable employment goals, the Parties agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i) The Parties shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - -Letter of Federal Affirmative Action Plan Approval
  - -Certificate of Employee Information Report
  - -Employee Information Report Form AA302
- j) The Parties shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

# SECTION 302. Incorporation of Legal Requirements.

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

# ARTICLE IV INSURANCE AND BONDING REQUIREMENTS

#### SECTION 401. Comprehensive General Liability Insurance.

During the Term of this Agreement, each Party, at its own cost and expense, shall provide and maintain Comprehensive General Liability Insurance on an occurrence basis, as will protect each other and their employees, subcontractors, agents and the said Parties from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Parties or any subcontractor or agent or anyone directly or indirectly employed by the Party or its respective subcontractors. The policy limits for such insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. The Parties shall be included as additional named insured. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this section through commercially available insurance or through self-insurance or joint insurance pools.

# SECTION 402. Automobile Liability Insurance.

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

# SECTION 403. Worker's Compensation Insurance.

During the Term of the Agreement, each Party, at its own cost and expense, shall procure and maintain Worker's Compensation Insurance; at the Statutory Limits, for indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any

cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

# SECTION 404. Right to Subrogation.

Each insurance policy required set forth in this Article IV shall provide that neither of the Parties, nor its insurer, shall have any rights to subrogation against the other.

# ARTICLE V DEFAULT AND REMEDIES

# SECTION 501. Default by Either Party.

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than sixty (60) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Authority to make payments to the Commission within sixty (60) days after receipt of the invoice.

#### SECTION 502. Remedies.

In the event of a Default, the non-defaulting Party shall have the right, unless otherwise provided in this Agreement, to (i) terminate the Agreement, following written notice giving the defaulting Party ten (10) days to cure the material breach, and the defaulting Party fails to do so; (ii) seek remedy in law or equity in a court of competent jurisdiction (including the right to seek reimbursement of reasonable attorney fees); (iii) withhold any payment due as offset; and (iv) undertake any combination of the above. The defaulting party shall be given a reasonable right to cure any default that cannot be cured within the foregoing ten (10) day period.

# SECTION 503. Obligation to Perform.

Notwithstanding termination pursuant to Article VII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination.

# SECTION 504. Non-Waiver.

- The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement. The terms of this Agreement may only be waived expressly in writing by the Party making the waiver. No waiver will be implied, and no express waiver will be extended by implication.
- 2. Any payments made, or credits applied by the Commission to reduce the Authority's monthly water consumption invoicing by the Commission under the terms of this Agreement, shall not be deemed a waiver of the Commission's rights to seek damages in the event of a Default by the Authority with respect to the Authority's performance obligations pursuant to this Agreement.

# ARTICLE VI EVENT OF FORCE MAJEURE

# SECTION 601. Event of Force Majeure.

If by reason of any Event of Force Majeure, either Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event of cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to remove or overcome such Event of Force Majeure with all reasonable dispatch.

2. An Event of Force Majeure during which the initiation of the performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Authority's management or control of their water supply system would justify termination of the Agreement.

# ARTICLE VII TERMINATION

# SECTION 701. Termination.

Either Party shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article V, provided however, that the reasonable right to cure has been afforded the defaulting party.

# ARTICLE VIII INDEMNIFICATION

#### **SECTION 801. Indemnification.**

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

# ARTICLE IX ASSIGNMENT AND DELEGATION

# Section 901. Assignment and Delegation.

Each Party shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the other Party which shall not be unreasonably withheld.

# ARTICLE X MISCELLANEOUS

# SECTION 1001. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with laws of the State of New Jersey. Subject to the provisions of Section 1002, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

# SECTION 1002. Arbitration.

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

# SECTION 1003. Licenses, Permits and Approvals.

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

#### Section 1004. Authority to Enter Into Agreement.

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

#### SECTION 1005. Merger Clause.

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof; and the Parties shall not be bound by any other prior promises, representations, agreements, understandings or arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

# SECTION 1006. Binding Agreement.

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

#### **SECTION 1007. Modifications.**

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

#### SECTION 1008. Severability.

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

# SECTION 1009. Availability of Funds.

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

# SECTION 1010. Notices.

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

# SECTION 1011. Filing of Agreement with the Division of Local Governmental Services.

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

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

WITNESS;	MANCHESTER UTILITIES AUTHORITY
DENISE WAHAD Assistant Secretary	By: WOM X) Amunasics VICTOR D'AMBROSIO Chairman
WITNESS;	PASSAIC VALLEY WATER COMMISSION
By: LOUIS AMODIO Administrative Secretary	By: GERALD FRIEND President

STATE OF NEW JERSEY:
:SS.:
COUNTY OF PASSAIC :
BE IT REMEMBERED, that on this day of, 20, in the year
Two Thousand and, before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared <b>GERALD FRIEND</b> who, being by me duly sworn on
his/his oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT
of Passaic Valley Water Commission, a Public Body of the State of New Jersey, the
Grantee named in the within instrument; that the execution, as well as the making of
this Instrument, has been duly authorized by a proper resolution of the Board of
Commissioners of said Public Body; that deponent well knows the corporate seal of said
Public Body; and the seal affixed to said Instrument is such corporate seal and was
hereto affixed and said Instrument signed and delivered by said $\underline{\sf PRESIDENT}$ , as for
his/her voluntary act and deed, and as and for the voluntary act and deed of said Public
Body, in presence of deponent who thereupon subscribed his/her name thereto as
witness.
Subscribed and sworn to before me,
at, New Jersey
the date aforesaid

Secretary

Notary Public

# STATE OF NEW JERSEY:

:SS.:

COUNTY OF PASSAIC :

se Wald

Subscribed and sworn to before me, at HALEDP, New Jersey

the date aforesaid

Notary Public

SANDRA IANUZZI A Notary Public of New Jersey My Commission Expires JULY 3, 2017

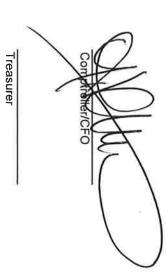
# NEW BUSINESS

Passaic Valley Water Commission
Office of the Comptroller/CFO
Summary of Disbursements
For the Meeting of May 24, 2017

Total Disbursements:	Net Payroll	Cigna Acct	Cigna Acct	Zero Balance Acct	Self Insurance Acct	Cashier Acct	Payroll Tax Acct	Account Name Operating Fund
<b>9</b> :	4/30/2017 monthly total	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017	checks paid through 5/14/2017 to be paid 5/24/2017 (cks 144139-144250)*
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It is hereby certified that the above disbursements are in line with established regulations and that there are appropriation balances to cover these payments.

\* SEE ATTACHMENTS



The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held 
May 24, 2017

Adm. Secretary

# Passaic Valley Water Commission Office of the Comptroller/CFO Detail of Disbursements For the Meeting of May 24, 2017

Check/Wire #	ire# Vendor		Date	Amount	Bank
	208884 NEWTEK TECHNOLOGY SERVICES		4/19/2017	287.40	8
	208885 ACCURATE WASTE REMOVAL SVCS,	_	4/20/2017	51,958.50	00
	208886 ARCADIS U.S., INC.		4/20/2017	15,593.07	00
	208887 ASSOCIATED TECHNOLOGIES, INC	•	4/20/2017	7,830.00	00
	208888 JEFF BAIG		4/20/2017	919.65	00
	208889 BLACK & VEATCH CORPORATION		4/20/2017	30,443.48	00
	208890 CH2M HILL		4/20/2017	16,740.30	00
	208891 CLEAN HARBORS ENVIRONMENTAL SE		4/20/2017	5,086.81	00
	208892 ENVIRONMENTAL ENGINEERING & TE		4/20/2017	16,275.12	00
	208893 HOWARD J. WOODS, JR. & ASSOCIA		4/20/2017	1,487.50	00
	208894 J FLETCHER CREAMER & SONS INC		4/20/2017	132,633.20	00
	208895 J R HAFTEK COMPANY, INC.		4/20/2017	62,480.40	00
	208896 JGSC GROUP, LLC		4/20/2017	7,702.50	00
	208897 MICHAEL J. O'BRIEN		4/20/2017	925.61	00
	208898 PASSAIC CTY OFF-DUTY SHERIFFS		4/20/2017	5,822.50	00
	208899 POSTMASTER NIAGARA FALLS		4/20/2017	30,000.00	00
	208900 PROCESS APPLICATIONS, INC.		4/20/2017	5,943.84	00
	208901 R. SPARK, INC.		4/20/2017	14,539.50	00
	208902 REIVAX CONTRACTING CORPORATION		4/20/2017	13,918.11	00
	208903 SUEZ WATER NORTH JERSEY		4/20/2017	118.97	00
	208904 WATER ENVIRONMENT FEDERATION		4/20/2017	172.00	00
	208905 ACCURATE WASTE REMOVAL SVCS,	_	4/24/2017	71,242.50	00
	208906 ATLANTIC WATER WORKS		4/24/2017	942.00	00
	208907 PAYCHEX		4/24/2017	116.75	00
	208908 RAPID PUMP & METER SERVICE CO		4/24/2017	10,480.00	00
	208909 UNITED STATES GEOLOGICAL SURVE		4/24/2017	27,055.00	00
	208910 ALARMAX DISTRIBUTORS, INC.		4/27/2017	3,005.86	00
	208911 BELL STATE BANK & TRUST		4/27/2017	118.00	00
	208912 CAPITOL SUPPLY CONSTRUCTION PR		4/27/2017	1,349.32	00
	208913 DELTA DENTAL PLAN OF NJ, INC		4/27/2017	10,811.48	00

208951 APPLIED ANALYTICS INC	208949 NJ UTILITIES AUTH. JOINT INS.	208948 ALAMO INSURANCE GROUP, INC.	208947 PASSAIC VALLEY SEWERAGE COMM	208946 ONE CALL CONCEPTS, INC.	208945 MILLER ENERGY INC.	208944 FIN-TEK CORPORATION	208943 AGL WELDING SUPPLY CO INC	208942 TWP OF WAYNE TAX COLLECTOR	208941 TWP OF NUTLEY COLL OF TXS	208940 TWP OF BLOOMFIELD COLL TXS	208939 TOWNSHIP OF WEST MILFORD	208938 TOWNSHIP OF LITTLE FALLS	208937 CITY OF PATERSON COLL OF TXS	208936 CITY OF CLIFTON	208935 BORO OF TOTOWA TAX COLLECTOR	208934 BORO OF RIVERDALE COLL OF TXS	208933 BORO OF POMPTON LAKES TX COLL	208932 BORO OF KINNELON COLL OF TXS	208931 BORO OF BLOOMINGDALE	208930 VERIZON	208929 STATE OF NJ TREASURER	208928 OPTIMUM	208927 NJSCPA EDUCATION FOUNDATION	208926 NJ DEPT OF LABOR	208925 IMMEDICENTER	208924 G & C AUTO BODY	208923 BOROUGH OF PROSPECT PARK	208922 VERIZON BUSINESS	208921 SOUTH JERSEY ENERGY	208920 R & M INDUSTRIAL & SAFETY DIST	208919 PSE&G	208918 NATIONAL VISION ADMINISTRATORS	208917 MOTT MAC DONALD	208916 LINCOLN FINANCIAL GROUP	208915 GEORGE J LEWIS	208914 JCP&L
5/4/2017	5/2/2017	5/2/2017	5/1/2017	5/1/2017	5/1/2017	5/1/2017	5/1/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017	4/27/2017
725.00	279,477.37	11,179.09	72,553.95	6,502.50	212.41	625.00	550.00	32,453.10	8,334.85	135.10	1,261.00	2,372.00	10,354.09	24,556.30	39,639.37	727.16	172.00	8.94	244.11	9,782.69	182.00	225.17	798.00	19.02	343.00	4,688.69	12,750.00	3,681.86	2,045.15	2,520.00	2,852.81	2,623.92	18,438.81	405.60	407.37	18,237.90
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5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017	5/2/2017			5/11/2017	5/4/2017	4/26/2017	4/26/2017	4/26/2017	4/26/2017	4/26/2017	4/20/2017	3/31/2017	4/26/2017			5/11/2017	5/11/2017 5/11/2017
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ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PAGE 3 DISBURSEMENT PERIOD 05/2017

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