

RESOLUTION: 17-31
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: APRIL 19, 2017

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, on March 28, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-19 "Water Main Cleaning and Lining-Clifton and Passaic"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality) and a copy of the Director of Engineering's memorandum dated April 6, 2017, along with other relevant correspondence, is attached hereto and made a part hereof; and

WHEREAS, the lowest responsible bid submitted for this Contract was that of J. Fletcher Creamer and Son, Inc. of Hackensack, New Jersey (the "Awardee") with respect to said bid in the amount of \$5,567,400.00; 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-19 "Water Main Cleaning and Lining-Clifton and Passaic"; in the total amount of \$5,567,400.00 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-19 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

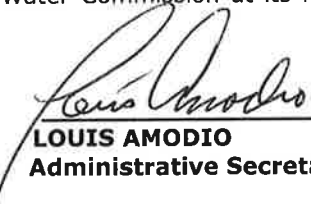


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 19, 2017.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: April 6, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Contract 17-B-19 "Water Main Cleaning and Lining-Clifton and Passaic"

On March 28, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-19 "Water Main Cleaning and Lining-Clifton and Passaic".

Said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and Counsel as to form and legality).

Based on the review of their bid, J. Fletcher Creamer and Son, Inc. ("Fletcher Creamer") of Hackensack, New Jersey (the bidder that submitted the lowest responsible, responsive bid), has the necessary resources, experience, and qualifications to properly perform the Contract.

Subject to review and approval by PVWC's Law Department, it is recommended that the Contract be awarded to Fletcher Creamer (the "Awardee") with respect to said bid in the amount of \$5,567,400.00.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 30 2017

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 17-B-19**
Water Main Cleaning And Lining Clifton & Passaic NJ

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

Of the Four (4) bids received, the lowest responsive and responsible proposal was submitted by **J. Fletcher Creamer & Son, Inc** of Hackensack, New Jersey, in the amount of **\$5,567,400.00**

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-19 – J. Fletcher Creamer & Son, Inc**

Amount of Project or Contract: \$ 5,567,400.00
1. Acct: # 001-0901-419-95-31 Capital / Cleaning & Lining

Specific Appropriation to which expenditures will be charged: **CAPITAL BUDGET
2017/2018**

Other comments: (2) Year Contract Commencing April 2017
Cleaning & Lining Water Mains – Clifton and Passaic, New Jersey

Date of Certification: 03/29/2017 Certified: \$ 5,567,400.00

Yitzchak Weiss
Comptroller and Chief Financial Officer
Passaic Valley Water Commission

YW:gbl

Contract 17-B-19
Water Main Cleaning and Lining Clifton and Paassaic

Bids Received: 3/28/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Spiniello 354 Eisenhower Parkway Livingston, NJ 07039 973-808-8383 mlawrence@spiniello.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$6,486,330.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert.
J. Fletcher Cramer & Son 101 E. Broadway Hackensack, NJ 07601 201-488-9832 vvalentini@jfoson.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00	\$5,567,400.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Montana Construction 80 Contant Avenue Lodi, NJ 07644 973-478-5200 vsantait@montanaconstructioninc.cd	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Reivax 356 Thomas Street Newark, NJ 07114 9736-817-5553 rrebmbas@reivaxcontracting.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
Mainlining America, LLC 555 Pound Road Elma, NY 14059 716-652-3700 cperkins@mainlining.com	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$		<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

Contract 17-B-19
Water Main Cleaning and Lining Clifton and Paassaic

Bids Received: 3/28/2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Dewcon, Inc 10 Forbes Court Basking Ridge, NJ 07920 908-832-5710 rvan.dewey@dewconinc.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check 10% Bid Bond Not to Exceed X \$20,000.00	\$6,287,000.00	Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. X X X X
Metra Industries 50 Mueller Place Little Falls, NJ 07424 973-812-0333 jimugno@metraindustries.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed X \$20,000.00	\$5,677,400.00	Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. X X X X
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	Certified Check Cashier's Check Bid Bond Not to Exceed \$		Business Registration Cert. PWWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION: 17-30
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: APRIL 19, 2017

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, on March 28, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-7 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System"; and

WHEREAS, said bids have been reviewed by Gluck Walrath, LLC (Gluck Walrath) of Trenton, New Jersey, the Commission's legal consultant for this project, and by PVWC's staff, and a copy of Gluck Walrath's correspondence dated April 6, 2017 summarizing their review of bids received and recommendations concerning same, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the bid submitted by Paymentus Corporation ("Paymentus") of Charlotte, North Carolina, did not answer some questions directly and provided an inadequate response to the pricing question, thereby making it impossible for PVWC to make an award based on maximum contract fee and to compare bids; which material defects are in contravention of the Local Public Contracts Law and the Bid Documents; and

WHEREAS, the material non-curable defect (Paymentus' failure to provide an adequate response to the pricing question that would have enabled PVWC to make an award based on maximum contract fee and to compare bids), thereby disqualifies Paymentus' bid; and

WHEREAS, for reasons cited in Gluck Walrath's referenced correspondence, the disqualification of Paymentus' bid for reasons cited above would leave only one conforming bid which Gluck Walrath

recommends be rejected, and the contract subsequently re-bid in accordance with the Local Public Contracts Law; and

WHEREAS, PVWC's Executive Director, the Chief Financial Officer, Director of Engineering, and Director of Purchasing; (and PVWC's General Counsel as to form and legality) have reviewed Gluck Walrath's recommendations and concur with same; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, inter alia, to reject the two bids received, and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

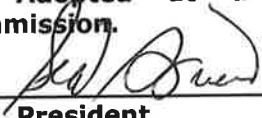
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the bids received by PVWC on March 28, 2017 with respect to the Contract are hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract 17-B-7 "Electronic Payment System (Including Credit/Debit Cards and E-Commerce) for the Commission's Billing and Collection System" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

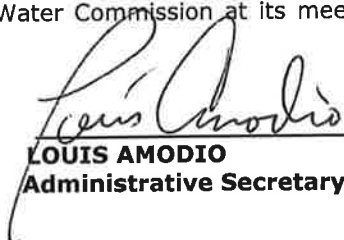


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
GLUCK WALRATH'S CORRESPONDENCE DATED APRIL 6, 2017
AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A



—LAW OFFICES—

GLUCKWALRATH LLP

MEMORANDUM

TO: George Hanley

DATE: April 6, 2017

FROM: Howard J. Eichenbaum

cc: J. Duprey; C Walrath

SUBJECT: PVWC Credit Card Services – Procurement

We have been asked to review the proposals received for credit card and other financial services in response to the RFP issued by the Commission. The Commission sent RFPs to a number of potential providers, but it did not send one to its current provider, believing it could not perform the new services. The Commission received 2 proposals, which for the most part, responded to the questions asked and provided the requested documents.

Since the services being requested are variable based on actual usage that cant be controlled by the Commission, the Commission has requested pricing with a maximum usage assumption that exceeds projected usage, but where the fee is based on actual usage. Also, the Commission has always awarded such a contract based on a maximum contract amount vs a cost plus arrangement. Thus, to compare bids, such full pricing information is needed, even if it is based on assumptions. It may be possible under LPCL to make an award that has such a variable pass through component and to budget amounts to be able to pay the projected total fee (vs making it a cap on the award). However, we think the RFP would have needed to make this type of award clear and in the past, the Commission has not wanted to pursue this method.

PSN gave you the full pricing info requested and total annual projected fee based on the maximum assumed usage. Their maximum fee is based on a pass through of interchange costs with no markup plus their fee which appears to be \$.88 per transaction.

Paymentus just gave their portion of the fee, which was \$.75 per transaction for credit and debit cards and \$.50 for eChecks. They not directly answer some questions and provided an inadequate response to the pricing question (since they did not estimate a maximum interchange pass through charge) making it impossible (i) to make an award based on a maximum contract fee and (ii) to compare bids, and thus could be deemed a material noncurable defect.

We have been advised by the Commission that it has maintained a long term procedure for all procurements, that includes sending courtesy copies of the RFP to any existing provider, and generally rebidding the contract if only one conforming bid is received. If the Paymentus bid was thrown out as defective, it would leave the Commission with one conforming bid.

Based on the foregoing, we recommend that the contract be rebid. Please contact us with any questions. Thank you.

RESOLUTION: 17-29
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: APRIL 19, 2017

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, In the first solicitation for bids for Contract 17-B-3 "Bituminous Materials", bids received January 17, 2017 were rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

WHEREAS, in the second solicitation for bids, on March 21, 2017 two (2) bids were received by PVWC for Contract No. 17-B-3 (Re-Bid) "Bituminous Materials"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and attached is a copy of a memorandum dated March 24, 2017 along with other relevant correspondence regarding this Contract; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, the lowest responsible bid submitted for this contract was that of Tilcon New York, Inc. ("Tilcon") of Parsippany, New Jersey (the "Awardee") with respect to said bid, in the amount of \$138,200.00; and

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

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

1. That Contract No. 17-B-3 (Re-Bid) "Bituminous Materials" in the total amount of \$138,200.00, 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-3 (Re-Bid) as set forth hereinabove.

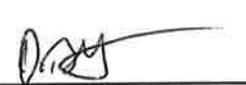
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

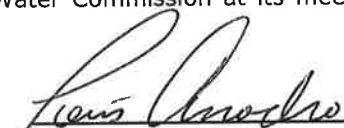


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 19, 2017.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 24, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Contract 17-B-3 (Re-Bid) "Bituminous Materials"-Two Bids Received

In the first solicitation for bids for Contract 17-B-3 "Bituminous Materials", bids received January 17, 2017 were rejected for lawful cause, and the contract was subsequently re-solicited for bids.

In the second solicitation for bids on March 21, 2017 two (2) bids were received by PVWC for Contract No. 17-B-3 (Re-Bid) "Bituminous 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 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: March 23, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-3 (Re-Bid) – Bituminous 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 **Tilcon New York**, of Parsippany NJ, in the amount of **\$138,200.00**

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:

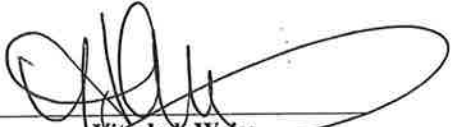
Description of Project or Contract: **17-B-3 (Re-Bid) – Bituminous Materials, Tilcon New York, Inc**

Amount of Project or Contract: \$ 138,200.00
1. Acct: # 001-3002-424-43-05 R & M / Resurface

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

Other comments: Two (2) Year Contract Commencing: April 2017
Bituminous Materials

Date of Certification: 03/26/2017 Certified: \$138,200.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

17-B-3 Rebid Bituminous Material

Bids Recei: 3/21/2017

BIDDERS	BID DEPOSIT		TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check CA- Cashier's Check BB- Bid Bond	Certified Check Cashier's Check 10% Bid Bond Not to Exceed		
Tilcon 9 Elin Road Parsippany, NJ 07054 Donald Moore Jr. dmoore@tilconny.com	<input checked="" type="checkbox"/> \$20,000.00	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed	\$138,200.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO Certificate
Braen Stone Ind 400-402 Central Ave Haledon NJ 07508 Charles Bruseo cbruseo@braenstone.com	<input type="checkbox"/> \$	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> 10% Bid Bond <input type="checkbox"/> Not to Exceed	\$143,840.00	<input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO Certificate
	<input type="checkbox"/> \$	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ a	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ a	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ a	<input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert.

RESOLUTION: 17-28
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-
SHARED (COOPERATIVE) SERVICES AGREEMENT
(17 7234 8056 RA) WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT

DATE OF ADOPTION: APRIL 19, 2017

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated January 6, 2017, and a Shared (Cooperative) Services Agreement (USDA Agreement 17 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2017 and continue through September 30, 2017; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,347.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, and Director of Purchasing; (and General Counsel, as to form and legality), and is recommended for acceptance; and

WHEREAS, a copy of the Director of Engineering's memorandum dated March 17, 2017, along with a copy of the Agreement and other

relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC has determined that the public health, safety, and welfare of its Customers can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

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

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

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

1. That the Agreement in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to USDA; all as set forth hereinabove; and
2. That the appropriate Officers and Employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

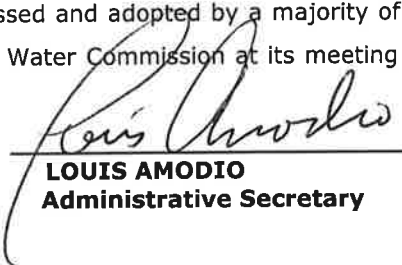


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of April 19, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT

DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED MARCH 17, 2017

USDA CORRESPONDENCE DATED JANUARY 6, 2017
AND USDA AGREEMENT 17 7234 8056 RA

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 17, 2017
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
L. Beckering
Re: Cooperative Services Agreement with USDA for
Canada Goose Damage Management Project

Summary:

It is recommended that the Commission authorize and approve the shared (cooperative) services agreement with The United States Department of Agriculture ("USDA") for USDSA to provide assistance to PVWC for the Canada Goose Damage Management Project.

This Project is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs.

The said Project would commence on or about February 1, 2017 and continue through September 30, 2017 with PVWC's financial contribution to USDA to be in the amount of \$11,347.00.

Background:

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated January 6, 2017, and a Shared (Cooperative) Services Agreement (USDA Agreement 17 7234 8056 RA), (the "Agreement") for USDA to assist PVWC in a Canada Goose Damage Management Project.

The performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2017 and continue through September 30, 2017.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,347.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement.

Subject to review and approval by the Law Department, it is recommended that the Commission authorize and approve the shared (cooperative) services agreement with USDA.

PASSAIC VALLEY WATER COMMISSION
SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife Services

350 Corporate Blvd
Robbinsville, NJ 08691

609) 259-5254
609) 259-5241 Fax

6 January 2017

Dear Cooperator:

We look forward to assisting with your integrated Canada goose management in 2017. Enclosed you will find the following documents for review:

1. Work Initiation Document for Wildlife Damage Management (WS Form 12A)
2. Cooperative Service Agreement (4 copies)

Please sign and date all four original copies of the Agreement as well as the one original copy of the WS Form 12A. A Tax Identification Number must be provided on the Agreement's signature page, in order for this Agreement to be executed. Lastly, please complete the financial contact information on the last page.

Return four signed original copies of the Agreement and one signed original copy of the WS Form 12A using the enclosed self-addressed envelope by February 15, 2017. Or mail to the following address:

USDA APHIS Wildlife Services
Attn: April Simnor
350 Corporate Blvd.
Robbinsville, NJ 08691

A fully executed Agreement with original signatures will be returned to you. If you have any questions, feel free to call me at (908) 256-4417.

Sincerely,

April Simnor
Wildlife Biologist



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .059 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES	1. _____ Work Initiation Document Number	2. <u>01</u> / <u>05</u> / <u>2017</u> MM DD YYYY
WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT		

SECTION 1

3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):

Private Property Temporary Non-Private Property Assign to These Special Groups

Adjacent Landowner Amendment to a Work Initiation Doc. Amendment to Existing Work Initiation Doc.

a. _____
b. _____
c. _____
d. _____

SECTION 2

4. Cooperator's Name: Passaic Valley Water Commission
Last First Middle

5. Cooperator's Address: 800 Union Blvd Totowa
Street City

Where will work be performed? (give address or directions, if different from above) Passaic Valley Water Commission properties

6. Business/Farm/Ranch/or Common Name _____ 7. NJ 07512-2211
State ZIP Code

8. Owner's or Representative's Name: Wendy Simone 9. 973-237-2044
(if different from Cooperator's) Cooperator Telephone Number

10. Owner's or Representative's Address _____
(if different from Cooperator's) Street City State ZIP Code

SECTION 3

11. WS Employee and Work Location Information:	12. Land Class Information:	13. Adjoining Property Work Information Document Number(s):	14. Species Information:												
<u>April Simnor</u> WS Employee Name <u>Passaic</u> County <u>New Jersey</u> State	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><th>Land Class</th><th>Acres</th></tr> <tr><td>1. <u>See attached</u></td><td></td></tr> <tr><td>2. _____</td><td></td></tr> <tr><td>3. _____</td><td></td></tr> <tr><td>4. _____</td><td></td></tr> <tr><td colspan="2">Total Acres _____</td></tr> </table>	Land Class	Acres	1. <u>See attached</u>		2. _____		3. _____		4. _____		Total Acres _____		1. _____ 2. _____ 3. _____ 4. _____	1. <u>Canada goose</u> 2. <u>Mute swan</u> 3. <u>Mallard duck</u> 4. _____ <input type="checkbox"/> 15. If box is checked, attachment lists additional species.
Land Class	Acres														
1. <u>See attached</u>															
2. _____															
3. _____															
4. _____															
Total Acres _____															

SECTION 4

16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 Item 14. (and Item 15., if applicable), I, the undersigned cooperator or cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices:

COMPONENTS: 1. Traps, Drive 2. Hand tools 3. Hand caught/gathered
 4. Boat 5. Car/truck 6. _____

If box is marked, an attachment lists additional methods or devices.

SECTION 5

17. I, the cooperator or cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS, (to include its officers, employees and agents) will: exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 14. (and Item 15., if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.


SECTION 6

18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14. (and Item 15., if applicable) unless such use of said toxicant is agreed to by APHIS in writing.

SPECIAL CONSIDERATIONS:

SIGNATURE AND TITLE (Landowner, Lessee, or Administrator)	TELEPHONE NUMBER	ADDRESS	DATE
_____	same as above	Same as above	
SIGNATURE AND TITLE (APHIS Representative)	TELEPHONE NUMBER	ADDRESS	DATE
<u>Carol...</u> Wildlife Biologist	908-256-4417	350 Corporate Blvd. Robbinsville, NJ 08691	1/5/2017

NJ MIS AGREEMENT: Passaic Valley Water Commission

Name	Land Class	Acres
Great Notch	Private	1
Levine Reservoir	Private	1
Little Falls Water Treatment Plant	Private	1
New Street Reservoir	Private	1
Passaic Valley Water Commission	Private	100
Point View Reservoir	Private	1
		105 Acres total
Landowner, lessee, or administrator signature and date:		
APHIS Rep. Signature and Date:		
		1/5/2017

COOPERATIVE SERVICE AGREEMENT
between
PASSAIC VALLEY WATER COMMISSION (PVWC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and PVWC mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

PVWC:
Joseph A. Bella
Executive Director
800 Union Boulevard
Totowa, NJ 07512-2211

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 - 5654 Ext. 11

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joseph A. Bella or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Joseph A. Bella and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

PVWC agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by PVWC. PVWC will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). PVWC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. PVWC ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the PVWC authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PVWC as described in the Work and Financial Plans.
2. To designate to PVWC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PVWC for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and PVWC shall have the right to inspect and audit such records.
4. To coordinate with PVWC before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this Agreement.

ARTICLE 10

PVWC certifies that APHIS WS has advised PVWC that there may be private sector service providers available to provide wildlife management services that PVWC is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PVWC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

PVWC Taxpayer Identification Number (TIN) _____

PVWC:

BY: _____ Date _____
Joseph A. Bella
Executive Director
800 Union Boulevard
Totowa, NJ 07512-2211

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: _____ Date _____
Aaron Guikema
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at PVWC (Passaic County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on PVWC property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

PVWC has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at PVWC property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at PVWC and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and PVWC will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PVWC's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PVWC summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 6,011
Vehicle (Fuel & Maintenance)	\$ 785
Travel	\$ 1,647
Supplies & Equipment	\$ 481
 Subtotal (Direct Costs)	 \$ <u>8,924</u>
 Pooled Job Costs	 \$ 982
 Indirect Costs	 \$ 1,441
 TOTAL	 \$ <u>11,347</u>

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed \$11,347.

Billing Cycle: Quarterly

Financial Point of Contact

PVWC:

Name: _____
Address: _____

Phone: _____

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

PASSAIC VALLEY WATER COMMISSION
SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) from February 1, 2017 – September 30, 2017

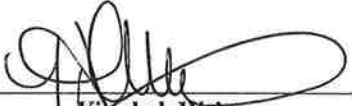
Amount of Project or Contract: \$ 11,347.00

1. Acct: # 001-2002-423-40-21 Grounds keeping

Specific Appropriation to which expenditures will be charged: Budget 2017

Other comments: Eight (8) Month Contract Commencing: February 2017

Date of Certification: 03/20/2017 Certified: \$ 11,347.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl



PASSAIC VALLEY WATER COMMISSION

Resolution #17-32

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: 4/19/17

TITLE: ANNUAL SUMMER HELP PROGRAM

ON MOTION OF COMMISSIONER RODRIGUEZ

SECOND BY COMMISSIONER VANNOY

WHEREAS, Passaic Valley Water Commission has determined that its annual summer help program is organizationally efficient, labor cost effective and beneficial to the communities it serves; and

WHEREAS, Passaic Valley Water Commission's summer help program is authorized to take place commencing from May 30, 2017 (on or about) until September 1, 2017; and

NOW, THEREFORE, BE IT RESOLVED, that the following criteria and standards be adopted by the Commission in its summer help program, as follows:

1. All summer help must be full-time, matriculated secondary or higher education (or equivalent) student: Proof of school shall be submitted with application.
2. All summer help must be 18 years of age and not over the age 25.
3. The commission shall pay a wage of \$12.00 per hour.
4. Each Commissioner and the Executive Director shall be entitled to select up to three (3) students for summer employment.
5. Summer students will be paid for the July 4th holiday only.
6. The resolution in existence on nepotism, dated 4/14/93, as stated, does not apply to summer student help.
7. Summer student work will be under the supervision of the Department Heads, working with the Personnel Director.
8. Department Heads will advise areas where work is needed and the Personnel Director will provide a job description of the position to be filled as well as age requirements for jobs.

BE IT FURTHER RESOLVED, the Commission shall comply with all Federal, State and Local rules and regulations regarding the employment of summer student employees.

BE IT FURTHER RESOLVED, a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.




PASSAIC VALLEY WATER COMMISSION


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



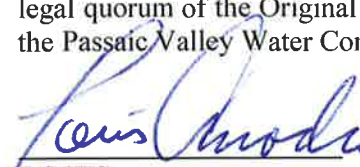
President
GERALD FRIEND



Secretary
DAVID BLUMENTHAL

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 April 19, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION 17-27
RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS AND RELATED DOCUMENTS TO BE EXECUTED BY THE PASSAIC VALLEY WATER COMMISSION AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM

ADOPTED APRIL 19, 2017

WHEREAS, the Passaic Valley Water Commission (the “Commission”) has previously adopted a resolution on May 27, 1992 entitled “Resolution of the Passaic Valley Water Commission” (as amended and supplemented, the “General Bond Resolution”); and

WHEREAS, pursuant to and in accordance with Sections 802(7) and 806 of the General Bond Resolution, the Commission adopted a resolution on December 17, 2014 (the “2014 Supplemental Resolution No. 2”) supplementing the General Bond Resolution, entitled “SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING AND AMENDING CERTAIN PROVISIONS OF THE PASSAIC VALLEY WATER COMMISSION’S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$23,000,000 AGGREGATE PRINCIPAL AMOUNT OF SERIES 2015A WATER SUPPLY SYSTEM REVENUE BONDS AND SERIES 2015B WATER SUPPLY SYSTEM REVENUE BONDS OF THE COMMISSION AND DETERMING VARIOUS MATTERS PERTAINING THERETO AND AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE PASSAIC VALLEY WATER COMMISSION AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, ALL PURSUANT TO THE 2015 NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM”, authorizing the issuance of not more than \$23,000,000 of the Commission’s Water System Revenue Bonds, Series 2015 (the “Series 2015 Bonds”) through the New Jersey Environmental Infrastructure Trust (“NJEIT”) Program in order to (i) provide for, inter alia,

certain capital improvements to the Commission's water supply system; (ii) fund the Bond Reserve Fund for the Series 2015 Bonds in an amount equal to the Bond Reserve Requirement; and (iii) pay certain costs and expenses incidental to the issuance and delivery of the Series 2015 Bonds; and

WHEREAS, on May 18, 2016, the Commission adopted a resolution entitled "FIRST AMENDMENT TO SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION, ADOPTED DECEMBER 17, 2014" (the "First Amendment") amending certain provisions of 2014 Supplemental Resolution No. 2; and

WHEREAS, on December 21, 2016, the Commission adopted a resolution entitled "SECOND AMENDMENT TO SERIES 2014 SUPPLEMENTAL RESOLUTION NO. 2 OF THE PASSIC VALLEY WATER COMMISSION, ADOPTED DECEMBER 17, 2014" (the "Second Amendment", and collectively, with 2014 Supplemental Resolution No. 2 and the First Amendment, the "NJEIT Supplemental Bond Resolution") amending certain provisions of 2014 Supplemental Resolution No. 2, as previously amended by the First Amendment, including an increase of the authorized amount of Series 2015 Bonds to \$32,000,000; and

WHEREAS, as provided in said amendments, the Series 2015 Bonds will be designated as Water Supply System Revenue Bonds, Series 2017 (the "Series 2017 Bonds"); and

WHEREAS, pursuant to the NJEIT Supplemental Resolution, certain terms and details of the Series 2017 Bonds shall be determined pursuant to supplemental resolution of the Commission, or by an award certificate of an Authorized Officer (as defined in the NJEIT Supplemental Resolution) in furtherance of the NJEIT Supplemental Resolution (the "Executive Director's Certificate"); and

WHEREAS, the Commission has been informed by the NJEIT that the Series 2017 Bonds are to be financed pursuant to a different structure which provides significant financial incentives to the Commission, and as a result thereof, the Commission will be required to enter into two Fund Loan Agreements, as well as a Subrecipient Agreement (collectively, the "Fund Loan Agreements"), that differ from those which were approved by Section 306 of 2014 Supplemental Resolution No. 2; and

WHEREAS, the Commission now desires to approve the revised forms of the Fund Loan Agreements and to authorize additional documents and actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER

COMMISSION, and the Commissioners thereof, as follows:

SECTION 101. The Fund Loan Agreements in substantially the forms attached as Exhibits A and B hereto are hereby approved, in lieu of the forms thereof as previously approved by 2014 Supplemented Resolution No. 2. The Authorized Officers are hereby severally authorized and, after satisfaction of all conditions precedent thereto as the Executive Director, in his sole discretion, after consultation with the Local Consultants (as defined in the NJEIT Supplemental Resolution), shall determine, are hereby severally directed to execute and deliver an award certificate, the Fund Loan Agreements and such other documents, instruments or certificates as the Local Consultants deem necessary, convenient, useful or desirable in order to issue the Series 2017 Bonds (collectively, the “Financing Documents”) to which the Commission is an execution or acknowledgement party, as the case may be, with such changes thereto as an Authorized Officer, in his or her sole discretion after consultation with the Program Consultants (as defined in the NJEIT Supplemental Resolution) and after further consultation with the NJEIT, the State of New Jersey and their representatives, agents, counsel and advisors shall determine to be necessary, desirable, useful or convenient in order to effect the financing of the 2017 Water Project (as defined in the NJEIT Supplemental Resolution) or any other transaction contemplated hereby and thereby, which changes shall be dispositively evidenced by the Authorized Officer’s execution or acknowledgement, as the case may be, and delivery thereof, which changes shall include, at a minimum, the incorporation of the terms of the sale of the Series 2017 Bonds, all within the parameters set forth in the NJEIT Supplemental Resolution.

ARTICLE II

MISCELLANEOUS; EFFECTIVE DATE

SECTION 201. EFFECTIVE DATE.

This Resolution shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Resolution, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission.

SECTION 202. CERTIFIED COPIES.

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

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

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

RECORDED VOTE

	AYE	NAY	ABSTAIN	ABSENT
Blumental, D.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Friend, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Kolodziej, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Levine, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Rodriguez, I	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Sanchez, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Vannoy, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

The foregoing is a true and complete copy of a resolution of the Passaic Valley Water Commission adopted at a meeting thereof duly called and held on April 19, 2017.

Louis Amodio, Administrative Secretary

EXHIBIT A