



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: Blumenthal 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: Vannoy AYES: 7 Time: 10:25 am

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
IDIDA RODRIGUEZ	<u>x</u>			
ROBERT VANNOY	<u>x</u>			
JEFFREY LEVINE	<u>x</u>			
JOSEPH KOLODZIEJ	<u>x</u>			
RIGO SANCHEZ	<u>x</u>			
DAVID BLUMENTHAL	<u>x</u>			
GERALD FRIEND	<u>x</u>			



 PRESIDENT
 GERALD FRIEND




 SECRETARY
 DAVID BLUMENTHAL



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of May 24, 2017.


LOUIS AMODIO
Administrative Secretary

RESOLUTION: 17-35

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: SANCHEZ

Seconded by Commissioner: LEVINE

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. AUTHORIZATION FOR SERIES 2017 SUPPLEMENTAL 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. DESCRIPTION OF SERIES 2017 BONDS.

(1) Term. 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) Denomination and Place of Payment. The Series 2017 Bonds are issuable in the denomination of \$5,000 each, or any integral multiple thereof, except that 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) Transfer and Exchange of the Series 2017 Bonds. 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) Form of the Series 2017 Bonds. 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) Book-Entry System.

(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 book-entry 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 book-entry 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. AUTHENTICATION AND DELIVERY OF THE SERIES 2017 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 RESOLUTION 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 covenant, 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.

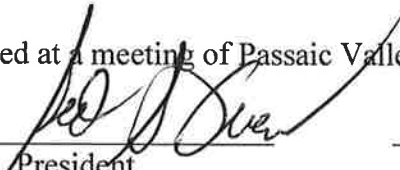
SECTION 404. PUBLICATION AND FILING.

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.

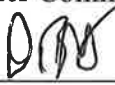
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President



Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of May 24, 2017.



LOUIS AMODIO
Administrative Secretary

PUBLIC NOTICE IS HEREBY GIVEN by the Passaic Valley Water Commission, that resolution No. 17-35 entitled "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" was adopted on May 24, 2017, and that a copy of such resolution is available for public inspection in the offices of the Administrative Secretary of the Passaic Valley Water Commission, 1525 Main Ave., Clifton, NJ 07015, and in the offices of the City Clerks of the Cities of Patterson, Passaic and Clifton; and that any action or proceeding of any kind or nature and any court questioning the validity or proper authorization of the obligations authorized by the Supplemental Resolution, or the validity of any covenants, agreements or contracts provided by the Supplemental Resolution must be commenced within twenty (20) days after the first publication of this notice. This notice is published pursuant to N.J.S.A 40:62-133.5 Passaic Valley Water Commission. By Louis Amodio, Administrative Secretary. Dated: May 24, 2017.

RESOLUTION; 17-36
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 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: **BLUMENTHAL**

Seconded by Commissioner: **SANCHEZ**

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

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-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.

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 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



Yitzhak Weiss

Comptroller and Chief Financial Officer

YW:gb1

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

Bids Received 4/11/2017

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne Inc One Chemical Plant Rd Riceboro, GA 31323 polybidpl@snfhe.com	<input checked="" type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> Not to Exceed \$20,000.00	\$362,691.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO Certificate
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO Certificate
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ _____ a _____ \$ _____	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ _____ a _____ \$ _____	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed	\$ _____ a _____ \$ _____	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

RESOLUTION: 17-37
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 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: **BLUMENTHAL**

Seconded by Commissioner: **SANCHEZ**

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.

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 May 24, 2017.



LOUIS AMODIO
 Administrative Secretary

**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
Yitzhak 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


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Contract 17-B-8 Bituminous Cold Parch

Bids Recd 4/25/2017

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Tilcon 9 Elin Road Parsippany, NJ 07054 Donald Moore Jr. dcmoore@tilconny.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond _____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$156,244.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety X Public Works Cont. Cert. X EEO Certificate
Newark Asphalt Foot of Passaic St Newark NJ 07104 Joe Biggica jbiggica@newarkasphalt.com	_____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$ _____ a _____ \$150,000.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert. X EEO Certificate
	_____ Certified Check Cashier's Check Bid Bond Not to Exceed \$	\$ _____ a _____ \$	_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check Cashier's Check Bid Bond Not to Exceed \$	\$ _____ a _____ \$	_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check Cashier's Check Bid Bond Not to Exceed \$	\$ _____ a _____ \$	_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.

RESOLUTION: 17-38

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MAY 24, 2017**

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: **BLUMENTHAL**

Seconded by Commissioner: **SANCHEZ**

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;

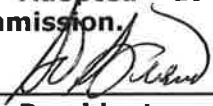
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

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 May 24, 2017.



LOUIS 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	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Crew Engineers ⁽²⁾⁽⁷⁾	\$358,850.00	967
Jacobs Engineering ⁽³⁾	\$399,458.00	948
Mott MacDonald ⁽⁴⁾	\$454,720.00	940
Suburban Engineers ⁽⁵⁾	\$448,350.00	894
Remington & Vernick ⁽⁶⁾	\$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 May 24, 2017 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.

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

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

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$358,850.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PVWC designates the Executive Director, the 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.

CREW ENGINEERS, INC.

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

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

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



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

RESOLUTION: 17-39
PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A WATER SUPPLY
AGREEMENT WITH THE MANCHESTER UTILITIES
AUTHORITY FOR WATER SUPPLY
MAY 24, 2017

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: **BLUMENTHAL**

Seconded by Commissioner: **SANCHEZ**

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 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

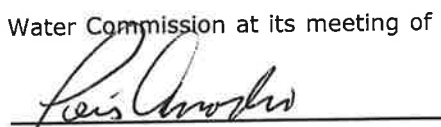


Secretary
DAVID BLUMENTHAL

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 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).

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 24 day of MAY, 2017, 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 210 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

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, quasi-public 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
- c) 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.

1. 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

4. 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. Pressure Limitations, Construction of Pumping Station and Pipelines.

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.
2. 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:

a)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.

1. 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.

1. 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

By: _____
DENISE WAHAD
Assistant Secretary

By: _____
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 GERALD FRIEND 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 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

Notary Public

Secretary

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 _____ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the _____ of the Manchester Utilities Authority, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that _____ is the _____ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the _____ 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 _____, 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

Notary Public

Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: May 24, 2017

RESOLUTION: 17-42

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-1 entitled "Professional Legal Services for Reviews and Proposed Land Use and Related Matters (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Johnson & Johnson and Waters McPherson McNeill

(Back-Up) [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

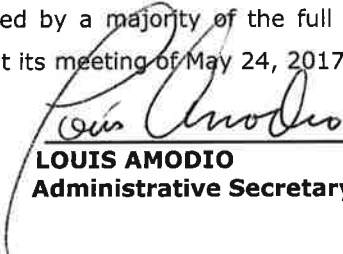


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated May 4, 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.
2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.
3. Insert the appropriate paragraph with amounts per the Summary table INSERT A from Page A-6 as Applicable.

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

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

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

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

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

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

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

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

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

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

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

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

11. This AGREEMENT shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the AGREEMENT shall be venued in

New Jersey. In the event of litigation, the parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give

instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

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

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

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

PROFESSIONAL FIRM

Witness or Attest

By: _____
Secretary

By: _____
Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-43

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-3 entitled "Professional Services for New Jersey Licensed Land Surveying and Related Services (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of GEOD Corp, CME Associates and Remington &

Vernick Engineers [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-44

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-4 entitled "Professional Services for Property and Easement Valuations and Related Services (Accredited Real Estate Appraisal Firms) (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Sterling, DeSanto & Associates) [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

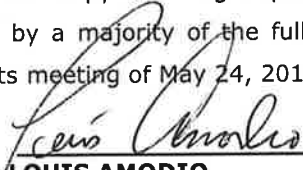


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-45

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-5 entitled "Professional Bond Counsel Services (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Gluck Walrath [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing

the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-46

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-6 entitled "Professional Services for Arbitrage Calculations, Including Post-Issuance Tax Law Compliance" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of PFM Asset Management [the "Awardee(s)"]

was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

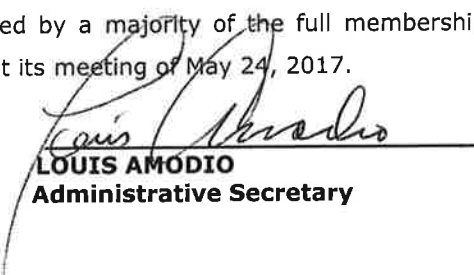


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-47

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-7 entitled "Professional Services for Financial Adviser" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of NW Financial Group [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing

the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-48

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-10 entitled "Professional Legal Services Related to Loss Prevention, Insurance, Personal Injury Defense and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Dwyer Connell & Lisbona; Welt & Kuzemczak;

Buglion, Hutton & DeYoe; Bio & Laracca; The Law Office of James Fine [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	—	—	<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

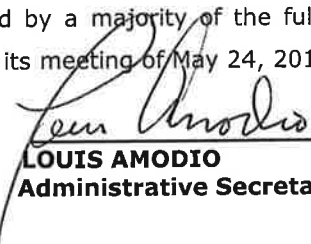


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: May 24, 2017

RESOLUTION: 17-49

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-13 entitled "Professional Legal Services for Bankruptcy and Other Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Pashman Stein a Professional Corporation [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-50

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-16 entitled "Professional Legal Services Related to Employment Law/Personnel Issues and Other Related or Miscellaneous Legal Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of DelDardo & Montanari; Piro, Zinna, Cifelli, Paris & Genitempo (finish negotiations/Back-up)[the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

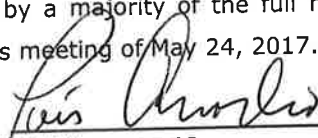


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-51

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: Sanchez

Seconded by Commissioner: Blumenthal

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

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Leitner, Tort, DeFazio, Leitner & Brause, PC , Bio &

Laracca and Buglinoe, Hutton & DeYoe [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	—	—	<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

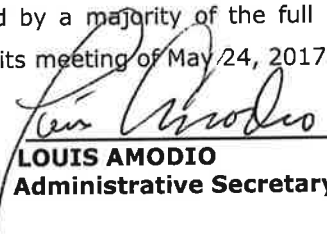


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-52

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: **Sanchez**

Seconded by Commissioner: **Blumenthal**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-18 entitled "Special Counsel Services – Litigation, Contracts and Regulatory, Legislative and Policy Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of DeISardo & Montanari, LLC; Nowell PA; Weber Dowd

Law; DeCotiis Fitzpatric Cole & Giblin LLP; Lite depalma Greenberg LLC [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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

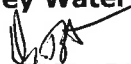
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

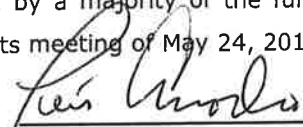


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-53

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 1-P-19 entitled "Professional Legal Services – Hearing Officer for Personnel Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Frank Donato, JSC; Jos F. Scancarella; Law office of

Matthew Priore [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-54

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-20 entitled "Professional Services for Medical Insurance Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Fairview Insurance Agency Associates [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-55

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-22 entitled "Professional Legal Services Related to Contractual Matters, Miscellaneous Litigation and Other Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Weber Dowd Law: Waters McPherson McNeill:

DeCotiis Fitzpatrick & Cole [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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

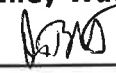
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

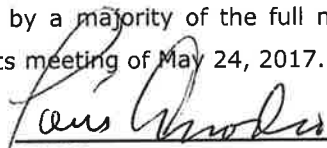


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-56

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-23 entitled "Professional Legal Services for Real Property Tax Appeals and Related Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of DeCotiis, FitzPatrick & Cole, LLP; Waters McPherson

McNeill [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-57

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-25 entitled "Professional Engineering Services for Evaluations and Reviews of Proposed Easements/Improvements and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Remington & Vernick Engineers: Slaby Engineering Associates [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

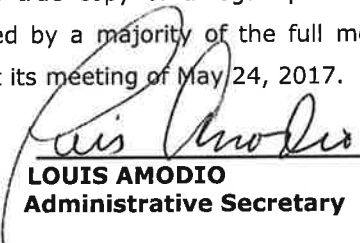


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-58

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-26 entitled "Professional Engineering Services for Water Supply Planning and Related Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Howard J. Woods Jr. & Associates, LLC [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

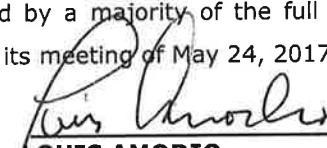


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-59

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-27 entitled "Professional Engineering Services for Upgraded Plant Process Optimization Integration and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Black & Veatch Corporation [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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


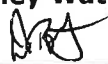
1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, for services related to the Project; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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>	___	___	___

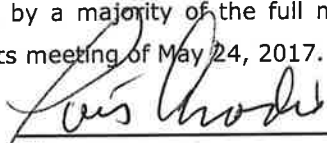
Adopted at a meeting of Passaic Valley Water Commission.

 <hr style="width: 100%;"/> President GERALD FRIEND	 <hr style="width: 100%;"/> Secretary DAVID BLUMENTHAL
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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

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-60

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-28 entitled "Professional Engineering Services for Disinfection Optimization and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Black & Veatch Corporation; Process Applications

[the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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

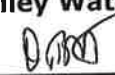
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

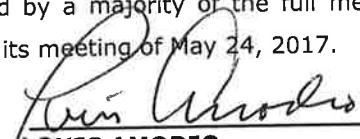


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-61

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-29 entitled "Professional Engineering Services for Material Selections/Applications and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Mot MacDonald [the "Awardee(s)"] was/were,

determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

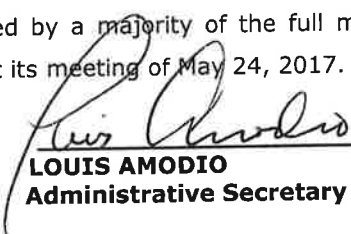


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-62

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-30 entitled "Professional Engineering Services for Computational Fluid Dynamics Modeling" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Mott MacDonald [the "Awardee(s)"] was/were,

determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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

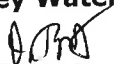
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

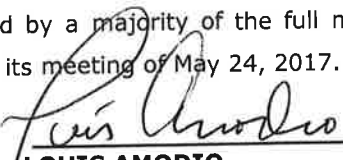


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-63

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-31 entitled "Professional Engineering Services for Rate Studies and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Howard J. Woods Jr. & Associates, LLC and HDR

Engineering [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

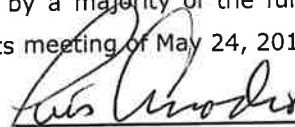


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-64

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-32 entitled "Professional Services for Electrical Facilities and Operations Issues and Related Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Associated Technology, Inc. (ATI) and Remington &

Vernick Engineers [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

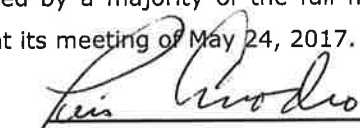


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-65

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-33 entitled "Professional Engineering Services for Environmental Regulatory Compliance Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Remington & Vernick Engineers and Mott MacDonald

[the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the

Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

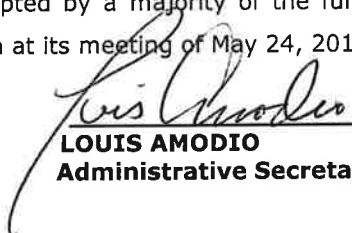


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**FORM OF AGREEMENT
EXHIBIT A**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-66

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-34 entitled "Professional Engineering Services for Structural and Related Issues" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Remington & Vernick Engineers and Alaimo [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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

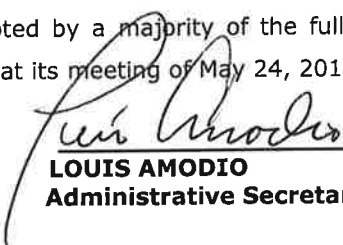


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**FORM OF AGREEMENT
EXHIBIT A**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-67

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-35 entitled "Professional Services for General Energy Optimization and Procurement" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of CH2M Hill Engineers, Inc. [the "Awardee(s)"]

was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-68

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-36 entitled "Professional Services for Asbestos Related issues and Project Oversight/Compliance Certification (Where Applicable)" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Mott MacDonald [the "Awardee(s)"] was/were,

determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) and such

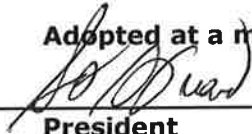
other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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**

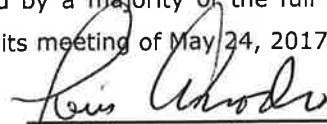


**Secretary
DAVID BLUMENTHAL**

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 May 24, 2017.



**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

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

**FORM OF AGREEMENT
EXHIBIT A**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-69

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-38 entitled "Miscellaneous Professional Architectural Services for PVWC's Facilities" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of DMR Architects and Alaimo Group [the "Awardee(s)"]

was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

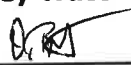
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

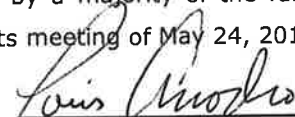


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**FORM OF AGREEMENT
EXHIBIT A**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-70

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-39 entitled "Professional Services for NJ Licensed Land Surveying (Small Projects)" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Paporozzi Associates and Remington & Vernick

Engineering [the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

**FORM OF AGREEMENT
EXHIBIT A**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-71

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-42 entitled "Miscellaneous Inspections and Other Regulatory Compliance Issues for PVWC's Reservoir Dams" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of CDM Smith and French & Parrello Associates [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

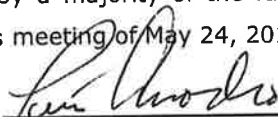


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-72

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-46 entitled "Professional Engineering Services for Filtration System Issues, Filter Assessments, and Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of HDR Engineering and Mott MacDonald [the

"Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

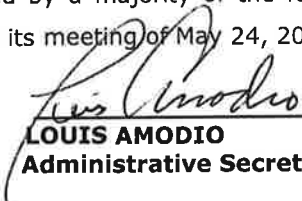


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION: 17-73

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: **Sanchez** _____

Seconded by Commissioner: **Blumenthal** _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-48 entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Superior Services Awardee(s)] was/were,

determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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

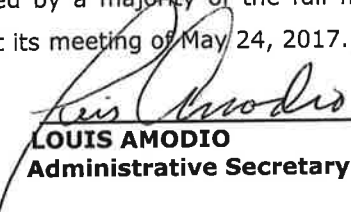


Secretary
DAVID BLUMENTHAL

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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

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

Amount of Project or Contract not to exceed: **\$93,000**

1. Acct #: 001-3002-424.72-21 **BUDGET 2017**

Other Comments: **Professional Services**

Date of Certification: June 7, 2017



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

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-74

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-51 entitled "Professional Engineering Services for Corrosion Control and Treatment" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Environmental Engineering & Technology (EE&T)

[the "Awardee(s)"] was/were, determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	<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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

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 Engineering Services for Project # 17-P-51 – Professional Services for Corrosion Control and Treatment. (**Environmental Engineering & Technology Inc.**).

Amount of Project or Contract not to exceed: **\$120,000**

Total amount of all Engineering Services for 2017 not to exceed budgeted amount of : \$550,000

1. Acct #: 001-0301-413.31-01 **BUDGET 2017**

Other Comments: **Professional Services**

Date of Certification: June 7, 2017



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

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: May 24, 2017
RESOLUTION # 17-75

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: Sanchez

Seconded by Commissioner: Blumenthal

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-55 entitled "Professional Services: Complex Litigation, Contracts, Regulatory Legislative & Policy & Related Matters" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

WHEREAS, based on the said evaluation of each of the response(s) received, the firm(s) of Weber Dowd Law [the "Awardee(s)"] was/were,

determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its/their respective responses received May 4, 2017 for the Project [hereinafter the "Response(s)"]; and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B 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 A; and

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

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

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

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

1. That PVWC hereby awards the Contract(s) to the Awardee(s) in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, 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(s) hereby awarded to the Awardee(s) and the Secretary of PVWC to attest to the Contract(s) 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(s) shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

	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 May 24, 2017.



LOUIS AMODIO
Administrative Secretary

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 Legal Services for Project # 17-P-55 – Professional Services for Complex Litigation, Contracts, Regulatory Legislative & Policy and Related Matters. (**Weber Dowd Law, LLC**).

Hourly rate not to exceed: **\$275/hr.**

Total amount of all Legal Services for 2017 not to exceed
budgeted amount of : \$291,500

1. Acct #: 001-0201-412.30-21 **BUDGET 2017**

Other Comments: **Professional Services**

Date of Certification: June 7, 2017



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