




CITY OF PASSAIC, NEW JERSEY
OFFICE OF
HECTOR C. LORA
MAYOR

MEMORANDUM

TO: Amada Curling, City Clerk
City Council

FROM: Hector C. Lora, Mayor 

DATE: July 20, 2017

SUBJECT: Re-appointment of Passaic Valley Water Commission

Please be informed that I have re-appointed Rigorerto Sanchez to the Passaic Valley Water Commission. The term will commence immediately and expire December 31, 2020 for a (4) four year term.

Please make the necessary arrangements to have him sworn in.

HCL/cg

EXECUTIVE DIRECTOR'S REPORT

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 20, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Request to Advertise a Request for Proposals (Under the Fair and Open Process) for Project No. 17-P-71 "Professional Services for Source Water Inventory Assessment"

Permission is requested to prepare and advertise a Request for Proposals (under the Fair and Open Process) for Project No. 17-P-71 "Professional Services for Source Water Inventory Assessment".

The Project includes procurement (and ongoing licensing fees) of a cloud-based modular software solution that enables access to data and information relevant to the water industry (such as potential acute threats and details of stored contaminants), and professional services to utilize the said software to identify and inventory priority sites and potential sources of contamination of PVWC's source water supply.

This Project would also include evaluation and recommendations to support PVWC's implementation of best management practices for source water protection and to facilitate PVWC in making timely and informed decisions about source water protection planning, source water monitoring, and risk management and response strategies.

DETAILS RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION, PROVIDING FOR THE ISSUANCE AND SALE OF UP TO \$20,000,000 PRINCIPAL AMOUNT OF ITS WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS, SERIES 2017, BY THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

ADOPTED: AUGUST 16, 2017

WHEREAS, the Passaic Valley Water Commission (the “Commission”) is a body corporate and politic of the State of New Jersey created by authority of the provisions of P.L. 1923, c. 195, as amended and supplemented (the “Act”) (N.J.S.A. 40:62-108 through N.J.S.A. 40:62-150.2). (the “Act”); and

WHEREAS, pursuant to the terms of the Act, the Commission is authorized to, among other things, to acquire and operate waterworks.; and

WHEREAS, the Commission has previously issued bonds pursuant to its Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of the Passaic Valley Water Commission”, duly adopted on May 27, 1992, as amended and supplemented (the “General Bond Resolution”), including by Resolution 17-35 and 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 DETERMING VARIOUS MATTERS PERTAINING THERETO” adopted May 24, 2017 (the “2017 Supplemental Resolution”, and together with the General Bond Resolution, the “Resolution”) to pay the costs of various projects); and

WHEREAS, pursuant to the 2017 Supplemental Resolution the Commission has proposed to issue its Water Supply System Revenue Refunding Bonds, Series 2017 (the “Series 2017 Bonds”) to finance: (1) the advance refunding of all or a portion of the (A) Water Supply System Revenue Bonds, Series 2009A (Bank Qualified) maturing on December 15, 2024 and (B) Water Supply System Revenue Bonds (Federally Taxable), Series 2009C maturing on December 15, 2029 (collectively, the “Refunded Bonds”); (2) the deposit to the Debt Service Reserve Fund, if needed; and (3) the payment of the costs associated with the issuance of such Series 2017 Bonds (the “Project”); and

WHEREAS, the Series 2017 Bonds will be direct and special obligations of the Commission, payable from and secured by a pledge of certain Revenues of the Commission; and

WHEREAS, pursuant to and in accordance with the provisions of Section 201 of the 2017 Supplemental Resolution, the Commission may issue Series 2017 Bonds under the Resolution for the aforementioned purposes in an aggregate principal amount not to exceed \$20,000,000; and

WHEREAS, pursuant to the 2017 Supplemental Resolution, certain terms and details of the Series 2017 Bonds shall be determined pursuant to supplemental resolution of the Commission (or certificate of the President, Vice President and/or Executive Director of the Commission in furtherance of the 2017 Supplemental Resolution (the "Executive Director's Certificate")); and

WHEREAS, the Commission has received a Municipal Bond Insurance Commitment (the “Commitment Letter”), attached hereto as Exhibit A, pursuant to which the Commission may purchase bond insurance with respect to the Series 2017 Bonds on the terms and conditions stated therein; and

WHEREAS, in accordance with the provisions of the General Bond Resolution and the 2017 Supplemental Resolution, the Commission desires to amend the Resolution to include the terms of the Commitment Letter, which shall be applicable if and to the extent the purchase of bond insurance is authorized by the Executive Director’s Certificate.

WHEREAS, pursuant to and in accordance with Section 202 of the 2017 Supplemental Resolution, certain terms of the Series 2017 Bonds (as hereinafter defined) shall be determined by the provisions set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, as follows:

ARTICLE I

Definitions and Interpretations

Section 101. Short Title. This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as the "2017 Details Resolution," and together with the General Bond Resolution and the 2017 Supplemental Resolution, are sometimes referred to herein as the "Resolution."

Section 102. Authorization for 2017 Details Resolution. This 2017 Details Resolution is authorized pursuant to the provisions of the 2017 Supplemental Resolution.

Section 103. Definitions. Wherever used or referred to in this 2017 Details Resolution, all words or terms which are defined or referred to in the General Bond Resolution or the 2017 Supplemental Resolution except the words or terms which are defined herein unless a different meaning clearly appears from the context, have the meanings given or ascribed to such words and terms, respectively, in the General Bond Resolution or the 2017 Supplemental Resolution.

(a) "2017 Bond Insurance Policy" shall be defined as follows: the insurance policy, if any, issued by the 2017 Bond Insurer guaranteeing the scheduled payment of principal of and interest on all or a portion of the Series 2017 Bonds when due.

(b) "2017 Bond Insurer" shall be defined as follows: "Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof."

ARTICLE II

Bond Insurance

Section 201. Bond Insurance. Assured Guaranty Municipal Corp is hereby designated the 2017 Bond Insurer with respect to a municipal bond insurance policy (the "2017 Bond Insurance Policy") which, if the purchase of the bond insurance is authorized by the Executive Director's Certificate, will guarantee the scheduled payment of the principal of and interest on all or a portion of the Series 2017 Bonds. The Executive Director is hereby authorized to execute the Commitment Letter, and to determine whether to purchase bond insurance for all or a portion of the Series 2017 Bonds, which determination shall be set forth in the Executive Director's Certificate. As a means to further secure the payment of the principal and interest on the insured

Series 2017 Bonds, and in consideration for the issuance of the 2017 Bond Insurance Policy by the 2017 Bond Insurer, for so long as any insured Series 2017 Bond shall remain outstanding and the 2017 Bond Insurance Policy relating thereto shall be in effect and the 2017 Bond Insurer remains in compliance with its obligations under said Series 2017 Insurance Policy, and unless waived in writing by the 2017 Bond Insurer, notwithstanding any provision in the General Bond Resolution to the contrary, the Commission shall comply with the following provisions (if less than all of the Series 2017 Bonds are entitled to the benefits of the 2017 Bond Insurance Policy, then references to the Series 2017 Bonds and the holders of such Series 2017 Bonds shall be deemed to apply only to the insured Series 2017 Bonds and the holders of such Series 2017 Bonds):

(a) The prior written consent of the 2017 Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund.

(b) The 2017 Bond Insurer shall be deemed to be the sole holder of the Series 2017 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2017 Bonds insured by it are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Resolution and each Series 2017 Bond, the Trustee and each Series 2017 Bondholder appoint the 2017 Bond Insurer as their agent and attorney-in-fact and agree that the 2017 Bond Insurer may at any time during the continuation of any proceeding by or against the Commission under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Series 2017 Bondholder delegate and assign to the 2017 Bond Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Series 2017 Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action

with respect to any court order issued in connection with any such Insolvency Proceeding. Remedies granted to the Series 2017 Bondholders shall expressly include mandamus.

(c) If acceleration is permitted under the Resolution, the maturity of Series 2017 Bonds shall not be accelerated without the consent of the 2017 Bond Insurer and in the event the maturity of the Series 2017 Bonds is accelerated, the 2017 Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Commission) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the 2017 Bond Insurer's obligations under the 2017 Bond Insurance Policy with respect to such Series 2017 Bonds shall be fully discharged.

(d) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the 2017 Bond Insurer. No grace period shall be permitted for payment defaults.

(e) The 2017 Bond Insurer shall be included as a third party beneficiary to the Resolution.

(f) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2017 Bonds to be redeemed shall be subject to the approval of the 2017 Bond Insurer. The exercise of any provision of the Resolution which permits the purchase of Series 2017 Bonds in lieu of redemption shall require the prior written approval of the 2017 Bond Insurer if any Series 2017 Bond so purchased is not cancelled upon purchase.

(g) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of 2017 Bondowners or adversely affects the rights and interests of the 2017 Bond Insurer shall be subject to the prior written consent of the 2017 Bond Insurer.

(h) The rights granted to the 2017 Bond Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the 2017 Bond Insurer in consideration of its issuance of the 2017 Bond Insurance Policy. Any exercise by the 2017 Bond Insurer of such rights is merely an exercise of the 2017 Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the

2017 Bondholders and such action does not evidence any position of the 2017 Bond Insurer, affirmative or negative, as to whether the consent of the 2017 Bondowners or any other person is required in addition to the consent of the 2017 Bond Insurer.

(i) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the 2017 Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the 2017 Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2017 Bonds unless the 2017 Bond Insurer otherwise approves.

To accomplish defeasance, the Commission shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the 2017 Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2017 Bonds in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the 2017 Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2017 Bonds are no longer "Outstanding" under the Resolution and (iv) a certificate of discharge of the Trustee with respect to the Series 2017 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Commission, Trustee and Series 2017 Insurer. The Series 2017 Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Series 2017 Bonds shall be deemed "Outstanding" under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

(j) Amounts paid by the 2017 Bond Insurer under the 2017 Bond Insurance Policy shall not be deemed paid for purposes of the Resolution and the Series 2017 Bonds relating to such payments shall remain Outstanding and continue to be due and owing

until paid by the Commission in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the 2017 Bond Insurer have been paid in full or duly provided for.

(k) Each of the Commission and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(l) Claims Upon the 2017 Bond Insurance Policy and Payments by and to the 2017 Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Series 2017 Bonds due on such Payment Date, the Trustee shall give notice to the 2017 Bond Insurer and to its designated agent (if any) (the "2017 Bond Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2017 Bonds due on such Payment Date, the Trustee shall make a claim under the 2017 Bond Insurance Policy and give notice to the 2017 Bond Insurer and the 2017 Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2017 Bonds and the amount required to pay principal of the Series 2017 Bonds, confirmed in writing to the 2017 Bond Insurer and the 2017 Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the 2017 Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2017 Bonds paid by the 2017 Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2017 Bonds registered to the then current Series 2017 Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2017 Bond to the 2017 Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount

equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2017 Bond shall have no effect on the amount of principal or interest payable by the Commission on any Series 2017 Bond or the subrogation rights of the 2017 Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the 2017 Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2017 Bond. The Series 2017 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the 2017 Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Series 2017 Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the 2017 Bond Insurance Policy in trust on behalf of Series 2017 Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Series 2017 Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2017 Bonds under the sections hereof regarding payment of Series 2017 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Commission agrees to pay to the 2017 Bond Insurer (i) a sum equal to the total of all amounts paid by the 2017 Bond Insurer under the 2017 Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the 2017 Bond Insurer until payment thereof in full, payable to the 2017 Bond Insurer at the Late Payment Rate per annum (collectively, the "Series 2017 Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The Commission of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2017 Bonds and (b) the

maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Commission hereby covenants and agrees that the 2017 Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Series 2017 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Series 2017 Bond payment date shall promptly be remitted to the 2017 Bond Insurer.

(m) The 2017 Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2017 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the 2017 Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Commission to the 2017 Bond Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(n) The Commission shall pay or reimburse the 2017 Bond Insurer any and all charges, fees, costs and expenses that the 2017 Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the 2017 Bond Insurer to honor its obligations under the 2017 Bond Insurance Policy. The 2017 Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document.

(o) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Commission only after the payment of past due and current debt service on the Series 2017 Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(p) The 2017 Bond Insurer shall be entitled to pay principal or interest on the Series 2017 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Commission (as such terms are defined in the 2017 Bond Insurance Policy) and any amounts due on the Series 2017 Bonds as a result of acceleration of the maturity thereof in accordance with the Resolution, whether or not the 2017 Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the 2017 Bond Insurance Policy) or a claim upon the 2017 Bond Insurance Policy.

(q) The notice address of the 2017 Bond Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director — Surveillance, Re: Policy No. _____, Telephone: (212) 826-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(r) The 2017 Bond Insurer shall be provided with the following information by the Commission or Trustee, as the case may be:

(i) Annual audited financial statements within 270 days after the end of the Commission's fiscal year (together with a certification of the Commission that it is not aware of any default or Event of Default under the Resolution), and the Commission's annual budget within 30 days after the approval thereof together with such other information, data or reports as the 2017 Bond Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2017 Bonds;

(iii) Notice of any default known to the Trustee or Commission within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2017 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Commission commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2017 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and

(ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents.

In addition, to the extent that the Commission has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2017 Bonds, all information furnished pursuant to such agreements shall also be provided to the 2017 Bond Insurer, simultaneously with the furnishing of such information.

(s) The 2017 Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(t) The Commission will permit the 2017 Bond Insurer to discuss the affairs, finances and accounts of the Commission or any information the 2017 Bond Insurer may reasonably request regarding the security for the Series 2017 Bonds with appropriate officers of the Commission and will use commercially reasonable efforts to enable the 2017 Bond Insurer to have access to the facilities, books and records of the Commission on any business day upon reasonable prior notice.

(u) The Trustee shall notify the 2017 Bond Insurer of any failure of the Commission to provide notices, certificates and other information under the transaction documents.

(v) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement

(including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the 2017 Bond Insurer.

(w) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Series 2017 Bonds or the rights of the 2017 Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no 2017 Bond Insurance Policy.

(x) No contract shall be entered into or any action taken by which the rights of the 2017 Bond Insurer or security for or sources of payment of the Series 2017 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the 2017 Bond Insurer; provided, that this shall not be deemed to apply to any actions that are authorized by the Resolution or approved by bondholders in accordance with the provisions of the Resolution, including, inter alia, the incurrence of debt, the enforcement of remedies and the application of moneys.

(y) Any interest rate exchange agreement ("Swap Agreement") entered into by the Commission shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, or (b) debt then outstanding, or (iii) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the 2017 Bond Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Series 2017 Bonds and on any debt on parity with the Series 2017 Bonds. The Commission shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the 2017 Bond Insurer prior to the payment of any such termination amount that such payment will not cause the Commission to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by Standard & Poor's ("S&P") and Moody's Investors Service ("Moody's"). If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap

Agreement, which credit support annex shall be acceptable to the 2017 Bond Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baal" or "BBB+" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the 2017 Bond Insurer, shall be required.

ARTICLE III

Sale of Series 2017 Bonds

301 The 2017 Bonds are hereby authorized to be sold to RBC Capital Markets, LLC (the "Underwriter") in accordance with a purchase contract to be entered into by and between the Underwriter and an Authorized Officer (as defined in the 2017 Supplemental Resolution). The Authorized Officer is hereby authorized to execute and, on behalf of the Commission, negotiate a purchase contract substantially in the form attached hereto as Exhibit B (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Authorized Officer for the sale of the Series 2017 Bonds to the Underwriter in accordance with the provisions of this resolution, provided that (i) the Underwriter's discount shall not exceed \$3.50 per bond, and (ii) 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. 5:30-8-1 (which does not require the findings of the New Jersey Local Finance Board provided the conditions therein are satisfied). The signature of the Authorized Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

ARTICLE IV

Forms of Documents

401. The Commission is hereby authorized to prepare and distribute a Preliminary Official Statement in connection with the sale of the Series 2017 Bonds, in substantially the form attached as Exhibit C, with such changes as may be approved by an Authorized Officer, and the use of the information contained therein concerning the Commission in connection with the sale of the 2017 Bonds is hereby approved and authorized. The Commission is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The

Authorized Officers are is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

402. The President or any other Commission Officer are hereby authorized to execute and deliver an Escrow Deposit Agreement (the “Escrow Deposit Agreement”) in connection with the refunding of the Refunded Bonds. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D with such adjustments and modifications as shall be necessary to complete the issuance and delivery of the Series 2017 Bonds and to provide for the escrow requirements of the Refunded Bonds, including, but not limited to, the execution of one or more subscriptions for the purchase of U.S. Government Obligations, State and Local Government Series (“SLGS”). The Escrow Agent, the financial advisor to the Commission, bond counsel to the Commission and the Underwriter are specifically authorized to file any necessary applications relating to the SLGS, and all actions heretofore taken by any such persons on behalf of the Commission are hereby ratified and confirmed. To the extent SLGS are not available or desirable, the financial advisor of the Commission is hereby designated as bidding agent to obtain eligible securities for the Escrow Fund.

403 A Continuing Disclosure Agreement in substantially the form attached hereto as Exhibit E is hereby approved, and the Executive Director is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the Commission in substantially such form, with such insertions and changes therein as an Authorized Officer may approve, such approval to be evidenced by his execution thereof.

ARTICLE V

Amendment to 2014 Insurance Resolution

501 Resolution No. 14-67, adopted on May 21, 2014 and entitled 2014 Insurance Resolution, is hereby amended as follows, effective upon obtaining the consent of the 2014 Bond Insurer:

- (a) The last sentence of Section 2.01(a) is hereby stricken.
- (b) Section 2.01(h) is hereby amended by adding the words “derived from original proceeds of the Series 2014 Bonds” after the phrase “Construction Fund”.
- (c) The words “or rebate” in Section 2.01(p) is hereby stricken.
- (d) The reference in Section 2.01(s) to 180 days shall be changed to 270 days.

(e) Section 2.01(y) shall be amended in its entirety to read as follows:

No contract shall be entered into or any action taken by which the rights of the 2014 Bond Insurer or security for or sources of payment of the Series 2014 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the 2014 Bond Insurer; provided, that this shall not be deemed to apply to any actions that are authorized by the Resolution or approved by bondholders in accordance with the provisions of the Resolution, including, inter. alia., the incurrence of debt, the enforcement of remedies and the application of moneys

ARTICLE VI

Additional Acts; Miscellaneous; Effective Date

601. Verification Agent. Ferraiolli, Wielkocz, Cerullo & Cuva, P.A. is hereby appointed as Verification Agent who shall verify the mathematical computations performed initially by the Underwriter and related to the 2017 Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

602. Additional Acts. The President, Vice President and/or Executive Director and any other official of the Commission, and the staff, consultants and professionals of the Commission, and the Trustee, are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate and ratify 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 execution and ratification of closing documentation related to the Series 2017 Bonds.

603. Effective Date. Articles I through IV of this Resolution shall be fully effective in accordance with the terms of the General Bond Resolution. Article IV shall be effective in accordance with the terms of the General Bond Resolution upon receipt of consent of the 2014 Bond Insurer.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
Blumental, D.	—	—	—	—
Friend, J.	—	—	—	—
Kolodziej, J.	—	—	—	—
Levine, J.	—	—	—	—
Rodriguez, I	—	—	—	—
Sanchez, R.	—	—	—	—
Vannoy, R.	—	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

President

Secretary

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

COMPTROLLER'S REPORT TO THE BOARD OF
COMMISSIONERS

CREDIT OPINION

2 August 2017

New Issue

Rate this Research >>

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Passaic Valley Water Commission, NJ

New Issue - Moody's assigns a Aa3 to Passaic Valley Water Commission, NJ's \$19.1M Water Rev. Bonds

Summary Rating Rationale

Moody's Investors Service has assigned a Aa3 rating to the Passaic Valley Water Commission, NJ's \$2.1 million Water Supply System Revenue Refunding Bonds, Series 2017C and \$16.9 million Water Supply System Revenue Refunding Bonds, Series 2017D (Federally Taxable). Concurrently, Moody's maintains the Aa3 on the system's outstanding rated debt.

The Aa3 reflects the Commission's strong and stable financial trend, which captures the willingness to increase rates to ensure adequate coverage levels. The rating also incorporates the system's moderately high debt burden, large and diverse service area, stable customer base, and sufficient access to supply.

Credit Strengths

- » Ongoing willingness and ability to increase rates to ensure adequate coverage levels
- » Large, diverse, and stable customer base

Credit Challenges

- » Moderately high debt burden likely to increase over the near term
- » Declining consumption trends

Rating Outlook

Outlooks are usually not assigned to local government credits with this amount of debt outstanding.

Factors that Could Lead to an Upgrade

- » Continued strengthening of debt service coverage
- » Trend of a stronger liquidity position

Factors that Could Lead to a Downgrade

- » Reduced coverage levels
- » Increase in debt burden to levels incompatible with current rating

net revenues to more than double from \$13.3 million in 2008 to \$29.8 million in 2016. Coverage levels are unlikely to increase much more as further planned rate increases will be offset by rising debt service levels and capital expenses. The Commission has an extensive capital plan which will be partially cash and partially debt financed. Coverage is expected to remain between 1.75 and 2.20 times over the next five years which is part of the Commission's five year capital plan.

Notably, the Commission is not a monopoly, so the willingness and ability to increase revenues each year to meet higher costs will be a crucial factor in its rating going forward. The Commission does frequent rate studies to make sure costs are in line with future plans and affordable to residents.

Management reports that fiscal 2017 is tracking as expected to budget as of June 30, 2017 and finances are expected to remain healthy.

LIQUIDITY

Liquidity significantly improved in fiscal 2016 to 139 days cash on hand from 47 days in fiscal 2015. In addition, the Commission has additional reserves restricted for major repairs, replacements, and non-annual maintenance. Management reports that the large increase in cash was due to the weather in the Commission's favor, as well as several capital projects that were pushed to future years. Cash will likely decrease in future years as capital plans are completed, however the overall liquidity level is expected to remain healthy.

Debt and Legal Covenants: Debt Expected to Increase; Adequate Legal Covenants

The debt burden and capital funding requirements will grow in future years as the Commission continues its program of upgrading its reservoir tanks as well as completing additional capital plans. Although the precise ratio remains to be determined, this project will be partly cash and partly debt funded.

Following the current issue, the Commission will have roughly \$162 million of outstanding debt, of which \$101 million is in the form of water revenue bonds while the remaining \$68.8 million is NJEIT loans. Total debt will be equal to 1.05 times revenues.

Legal provisions on the bonds are adequate. There is a closed loop flow of funds with a net revenue pledge including a covenant to charge rates such that net revenues cover debt service by at least 1.10 times. The additional bonds test prohibits new debt unless projected revenues meet the 1.10 times debt service test. There is also a debt service reserve fund equal to the lesser of 10% of principal or MADS.

DEBT STRUCTURE

All of the system's debt is fixed rate and amortizes over the long-term.

DEBT-RELATED DERIVATIVES

The Commission is not exposed to any derivative agreements.

PENSIONS AND OPEB

Employees participate in the Public Employees Retirement System (PERS) of New Jersey, a multiple employer defined benefit plan administered by the state. Pension payments for fiscal 2016 totaled \$1.5 million. The commission's adjusted pension liability, under Moody's methodology for adjusting reported pension data, is \$59.7 million or a below average 0.65 times operating revenues.

Management and Governance: Full Rate Setting Authority

The Commission has uninhibited rate-setting authority and has demonstrated a willingness to increase rates in order to ensure adequate coverage. Although management would prefer not to, it can ask the board to raise rates in the middle of a year and has done so in the past.

Legal Security

The bonds are secured by a first lien on net water revenues of the system.

Use of Proceeds

Proceeds from the bonds will refund the Series 2009A and 2009C bonds. Total net present value savings are expected to be \$1.9 million or 12.7% of refunded principal.

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REPORT NUMBER 1083837

Passaic Valley Water Commission
Statement of Financial Condition
As of February 28, 2017
UNAUDITED-DRAFT

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ASSETS

CURRENT ASSETS

Cash & Notes Receivable \$ 24,521,874.53

ACCOUNTS RECEIVABLE

Consumers 10,762,871.86
Wholesale 4,658,792.47
Sundry (1,092,127.53)
Accrued 5,005,701.00

TOTAL ACCOUNTS RECEIVABLE 19,335,237.80

Inventories 1,749,547.72
Prepaid Property Taxes 94,682.26
Prepaid Insurance 309,717.25
Prepaid Expenses 214,590.26

OTHER CURRENT ASSETS 2,368,537.49

TOTAL CURRENT ASSETS 46,225,649.82

CAPITAL ASSETS

Cash & Securities Capital Program 31,157,558.70

Capital Assets - all Depts 362,918,383.17
Less: Cost Borne by Consumers (1,036,581.47)

Capital Assets at Cost 361,881,801.70

Less: Depreciation & Amortization (202,898,038.47)

NET CAPITAL ASSETS 158,983,763.23

Passaic Valley Water Commision
Statement of Financial Condition
As of February 28, 2017
UNAUDITED-DRAFT

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OTHER ASSETS

Funded Reserve - Self Insurance	145,366.69
Funded Reserve - Meter Deposits	-
Funded Reserve - NJ SUI	274,477.77
Funded Reserve - Grants, Other	-
NJDWSC Budget	8,048,078.00
Deferred Outflows - Pension Related	19,688,747.00
Deferred Inflows - Pension Related	-

TOTAL OTHER ASSETS 28,156,669.46

TOTAL ASSETS \$ 264,523,641.21
=====

Passaic Valley Water Commission
Statement of Revenue and Expenses
For the Period ended February 28, 2017
UNAUDITED-DRAFT

	Current Month	Budget	Year to Date	YTD Budget
REVENUES				
Metered Service	3,651,606	4,573,299	8,630,585	9,146,598
Fire Line Service	473,773	497,597	934,086	995,194
Sales-Other Water Systems	1,980,139	2,695,927	4,200,331	5,391,854
Other Services and Repairs	29,432	137,250	97,230	274,500
Misc Revenue	135,964	160,785	264,359	321,570
Interest Income	68	41,667	126	83,334
Delinquent Penalties	85,569	33,584	174,362	67,168
TOTAL REVENUES	6,356,551	8,140,109	14,301,079	16,280,218
EXPENSES				
Executive	44,234	54,941	81,206	109,882
Legal	43,536	63,991	81,258	127,982
Engineering	101,548	140,943	153,940	281,886
Purchasing	5,991	15,484	23,124	30,968
Accounting	68,703	89,090	131,104	178,180
Commercial	201,043	145,013	121,703	290,026
Personnel	51,133	49,110	89,196	98,220
Purification	446,736	424,999	429,274	849,998
Pumping	188,498	123,250	241,463	246,500
Maintenance & Construction	364,987	512,569	597,741	1,025,138
Distribution	488,872	534,516	826,536	1,069,032
Water Quality Control	127,924	200,706	238,670	401,412
IT and Computer	5,780	43,167	6,732	86,334
Chemicals	71,036	375,000	341,797	750,000
Pumping System Electric	726,969	458,333	778,176	916,666
NJDWSC	804,808	875,000	1,609,616	1,750,000
Insurance & Taxes	1,111,490	1,077,565	(277,817)	2,155,130
Retirement Payments	-	-	-	-
Administrative & General	86,739	167,875	113,558	335,750
TOTAL EXPENSES	4,940,027	5,351,552	5,587,277	10,703,104
REVENUE LESS EXPENSES	1,416,524	2,788,557	8,713,802	5,577,114
Less: Depreciation Expense	916,667	916,667	1,833,334	1,833,334
Add: Bond Reserve Interest	43,493	-	51,459	-
Less: Bond Interest Expense	535,135	474,968	1,018,135	949,936
Less: Interest-High Crest	-	-	-	-
NET INCOME	8,215	1,396,922	5,913,792	2,793,844

Passaic Valley Water Commission
Statement of Financial Condition
As of May 31, 2017
UNAUDITED-DRAFT

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ASSETS

CURRENT ASSETS

Cash & Notes Receivable \$ 26,850,339.33

ACCOUNTS RECEIVABLE

Consumers 10,027,284.81
Wholesale 4,995,428.05
Sundry (1,347,370.84)
Accrued 5,005,701.00

TOTAL ACCOUNTS RECEIVABLE 18,681,043.02

Inventories 1,802,735.43
Prepaid Property Taxes 42,451.26
Prepaid Insurance 412,873.71
Prepaid Expenses 214,590.26

OTHER CURRENT ASSETS 2,472,650.66

TOTAL CURRENT ASSETS 48,004,033.01

CAPITAL ASSETS

Cash & Securities Capital Program 35,326,695.06

Capital Assets - all Depts 362,779,015.04
Less: Cost Borne by Consumers (1,036,581.47)

Capital Assets at Cost 361,742,433.57

Less: Depreciation & Amortization (205,648,039.47)

NET CAPITAL ASSETS 156,094,394.10

Passaic Valley Water Commission
Statement of Revenue and Expenses
For the Period ended May 31, 2017
UNAUDITED-DRAFT

	Current Month	Budget	Year to Date	YTD Budget
REVENUES				
Metered Service	4,019,581	4,573,299	21,563,403	22,866,495
Fire Line Service	466,829	497,597	2,368,010	2,487,985
Sales-Other Water Systems	2,523,431	2,695,927	11,071,609	13,479,635
Other Services and Repairs	44,162	137,250	279,420	686,250
Misc Revenue	96,458	160,785	535,684	803,925
Interest Income	1,582	41,667	7,262	208,335
Delinquent Penalties	80,067	33,584	431,533	167,920
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TOTAL REVENUES	7,232,110	8,140,109	36,256,921	40,700,545
	-----	-----	-----	-----
EXPENSES				
Executive	49,253	54,941	230,150	274,705
Legal	38,754	63,991	233,221	319,955
Engineering	84,444	140,943	450,055	704,715
Purchasing	17,440	15,484	59,681	77,420
Accounting	72,413	89,090	346,267	445,450
Commercial	87,178	145,013	454,649	725,065
Personnel	35,631	49,110	208,069	245,550
Purification	387,992	424,999	1,254,527	2,124,995
Pumping	66,850	123,250	442,026	616,250
Maintenance & Construction	386,945	512,569	1,677,325	2,562,845
Distribution	571,883	534,516	2,093,737	2,672,580
Water Quality Control	149,489	200,706	703,170	1,003,530
IT and Computer	32,999	43,167	44,164	215,835
Chemicals	280,646	375,000	1,168,265	1,875,000
Pumping System Electric	603,740	458,333	1,969,758	2,291,665
NJDWSC	804,808	875,000	4,024,040	4,375,000
Insurance & Taxes	3,117,956	1,077,565	4,718,418	5,387,825
Retirement Payments	-	-	-	-
Administrative & General	126,434	167,875	496,147	839,375
	-----	-----	-----	-----
TOTAL EXPENSES	6,914,855	5,351,552	20,573,669	26,757,760
	-----	-----	-----	-----
REVENUE LESS EXPENSES	317,255	2,788,557	15,683,252	13,942,785
Less: Depreciation Expense	916,667	916,667	4,583,335	4,583,335
Add: Bond Reserve Interest	15,911	-	125,011	-
Less: Bond Interest Expense	480,000	474,968	2,458,135	2,374,840
Less: Interest-High Crest	-	-	-	-
	-----	-----	-----	-----
NET INCOME	(1,063,501)	1,396,922	8,766,793	6,984,610
	=====	=====	=====	=====

Passaic Valley Water Commission
Statement of Financial Condition
As of June 30, 2017
UNAUDITED-DRAFT

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ASSETS

CURRENT ASSETS

Cash & Notes Receivable \$ 27,453,201.75

ACCOUNTS RECEIVABLE

Consumers 8,074,106.43
Wholesale 6,133,016.32
Sundry (905,074.32)
Accrued 5,005,701.00

TOTAL ACCOUNTS RECEIVABLE 18,307,749.43

Inventories 2,027,549.50
Prepaid Property Taxes (4,048.74)
Prepaid Insurance 350,373.71
Prepaid Expenses 214,590.26

OTHER CURRENT ASSETS 2,588,464.73

TOTAL CURRENT ASSETS 48,349,415.91

CAPITAL ASSETS

Cash & Securities Capital Program 35,326,695.06

Capital Assets - all Depts 363,238,115.15
Less: Cost Borne by Consumers (1,036,581.47)

Capital Assets at Cost 362,201,533.68

Less: Depreciation & Amortization (206,564,706.47)

NET CAPITAL ASSETS 155,636,827.21

Passaic Valley Water Commision
Statement of Financial Condition
As of June 30, 2017
UNAUDITED-DRAFT

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OTHER ASSETS

Funded Reserve - Self Insurance	136,580.44
Funded Reserve - Meter Deposits	-
Funded Reserve - NJ SUI	276,976.26
Funded Reserve - Grants, Other	-
NJDWSC Budget	(4,828,848.00)
Deferred Outflows - Pension Related	19,688,747.00
Deferred Inflows - Pension Related	-

TOTAL OTHER ASSETS

15,273,455.70

TOTAL ASSETS

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\$	254,586,393.88
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Passaic Valley Water Commission
Statement of Financial Condition
As of June 30, 2017
UNAUDITED-DRAFT

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LIABILITIES & CAPITAL

CURRENT LIABILITIES

Accounts Payable - Current	\$	4,206,149.46
Accrued Interest Payable		427,327.00
Accrued Pension Fund Payable		29,167.00
Payroll Deductions Payable		3,326,139.18
Accrued Payroll		818,151.00
Customer Deposits		92,664.71
Unearned Revenues		(3,326,109.35)
Other Loans		-
Contract Payable		50,169,882.49

TOTAL CURRENT LIABILITIES		55,743,371.49
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LONG TERM LIABILITIES

Bonds Payable-Non Current		108,943,168.48
Highcrest Water-Non Current		-
Contract Payable Other-Non Current		616,204.00

TOTAL LONG TERM LIABILITIES		109,559,372.48
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OTHER LIABILITES

Consumer Meter Deposits		2,575.00
Reserve for Contingencies & Ins		-
Other Long Term Liabilities		5,181,484.12

TOTAL OTHER LIABILITIES		5,184,059.12
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TOTAL LIABILITIES		170,486,803.09
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CAPITAL

Paid in Capital		51,060,260.00
Retained Earnings		23,542,796.22
Encumbrances		-
Net Profit (Loss)		9,496,534.57

TOTAL CAPITAL		84,099,590.79
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TOTAL LIABILITIES AND CAPITAL		254,586,393.88
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Passaic Valley Water Commission
 Overtime Analysis - Executive Department
 12/31/2017

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

Department Head: Joseph Bella
 Number of Employees: 4

Total thru Jul	<u>314,465.70</u>	<u>0.00</u>	<u>539,084.05</u>	<u>41.86</u>	<u>0.00</u>	<u>(41.86)</u>
% Change	<u>0.00%</u>	<u>0.00%</u>		<u>0.01%</u>		<u>#DIV/0!</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	310,065.34	-	310,065.34	1,449.51	0.00	(1,449.51)
February		-		635.03		(635.03)
March		-		0.00		0.00
April		-		0.00		0.00
May		-		0.00		0.00
June		-		0.00		0.00
July		236.02		9.00		227.02
August				0.00		0.00
September				0.00		0.00
October				0.00		0.00
November				0.00		0.00
December				0.00		0.00
	<u>310,065.34</u>	<u>236.02</u>	<u>310,065.34</u>	<u>2,093.54</u>	<u>0.00</u>	<u>(1,857.52)</u>

Department Head: George Hanley
Number of Employees: 3

Total thru Jul	<u>180,871.45</u>	<u>236.02</u>	<u>310,065.34</u>	<u>2,093.54</u>	<u>0.00</u>	<u>(1,857.52)</u>
% Change		<u>0.13%</u>		<u>0.68%</u>		<u>#DIV/0!</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	746,397.70	621.75	637,873.16	837.57	108,524.54	(215.82)
February		534.49		699.90		(165.41)
March		1,719.90		64.99		1,654.91
April		714.34		687.24		27.10
May		2,509.06		2,420.68		88.38
June		2,722.24		3,167.11		(444.87)
July		1,924.69		2,009.23		(84.54)
August				1,791.37		(1,791.37)
September				2,805.14		(2,805.14)
October				1,535.19		(1,535.19)
November				3,022.17		(3,022.17)
December				3,377.93		(3,377.93)
	<u>746,397.70</u>	<u>10,746.47</u>	<u>637,873.16</u>	<u>22,418.52</u>	<u>108,524.54</u>	<u>(11,672.05)</u>

Department Head: James Duprey
 Number of employees 10 8

Total thru Jul	<u>435,398.66</u>	<u>10,746.47</u>	<u>637,873.16</u>	<u>9,886.72</u>	<u>108,524.54</u>	<u>859.75</u>
% Change		<u>2.47%</u>		<u>1.55%</u>		<u>0.79%</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	77,881.49	-	192,397.87	467.28	(114,516.38)	(467.28)
February		-		438.96		(438.96)
March		-		269.04		(269.04)
April		2,241.76		269.04		1,972.72
May		4,395.81		198.24		4,197.57
June		7,368.13		396.48		6,971.65
July		576.92		269.04		307.88
August				339.84		(339.84)
September				212.40		(212.40)
October				424.80		(424.80)
November				169.92		(169.92)
December						0.00

<u>77,881.49</u>	<u>14,582.62</u>	<u>192,397.87</u>	<u>3,455.04</u>	<u>(114,516.38)</u>	<u>11,127.58</u>
Department Head: Gregg Lucianin					
Number of Employees: 2					

Total thru Jul	<u>45,430.87</u>	<u>14,582.62</u>	<u>192,397.87</u>	<u>2,308.08</u>	<u>(114,516.38)</u>	<u>12,274.54</u>
% Change		<u>32.10%</u>		<u>1.20%</u>		<u>(10.72%)</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>	<u>Annual Salary</u>	<u>OT</u>
January	723,624.79	8,839.00	691,570.88	11,926.64	32,053.91	(3,087.64)
February		7,131.85		10,750.37		(3,618.52)
March		9,949.79		7,772.69		2,177.10
April		9,296.73		7,522.15		1,774.58
May		10,891.60		8,981.45		1,910.15
June		12,952.24		10,594.14		2,358.10
July		7,907.10		7,746.00		161.10
August				6,648.20		(6,648.20)
September				6,887.18		(6,887.18)
October				6,846.46		(6,846.46)
November				6,216.15		(6,216.15)
December				14,887.34		(14,887.34)
	<u>723,624.79</u>	<u>66,968.31</u>	<u>691,570.88</u>	<u>106,778.77</u>	<u>32,053.91</u>	<u>(39,810.46)</u>
Department Head: Yitzhak Weiss						
Number of Employees: 10 9						
(Billing dept was moved into Accounting)						
Total thru Jul	<u>422,114.46</u>	<u>66,968.31</u>	<u>691,570.88</u>	<u>65,293.44</u>	<u>32,053.91</u>	<u>1,674.87</u>
% Change		<u>15.86%</u>		<u>9.44%</u>		<u>5.23%</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	714,603.47	5,021.21	716,855.95	3,911.98	(2,252.48)	1,109.23
February		5,534.21		4,057.50		1,476.71
March		4,068.37		4,297.18		(228.81)
April		5,497.91		3,338.38		2,159.53
May		3,880.64		3,837.14		43.50
June		6,741.91		5,701.93		1,039.98
July		3,151.29		4,333.11		(1,181.82)
August				5,620.01		(5,620.01)
September				7,799.45		(7,799.45)
October				5,814.08		(5,814.08)
November				4,505.52		(4,505.52)
December				9,368.23		(9,368.23)
	<u>714,603.47</u>	<u>33,895.54</u>	<u>716,855.95</u>	<u>62,584.51</u>	<u>(2,252.48)</u>	<u>(28,688.97)</u>
Department Head: Andy Bisesi Number of Employees: 13 12 (Billing dept was moved into Accounting)						
Total thru Jul	<u>416,852.02</u>	<u>33,895.54</u>	<u>716,855.95</u>	<u>29,477.22</u>	<u>(2,252.48)</u>	<u>4,418.32</u>
% Change		<u>8.13%</u>		<u>4.11%</u>		<u>(196.15%)</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	477,749.23	5,707.36	477,749.23	372.59	0.00	5,334.77
February		5,011.44		799.32		4,212.12
March		4,616.26		1,584.21		3,032.05
April		2,598.63		1,983.10		615.53
May		1,552.70		2,546.46		(993.76)
June		1,912.81		5,119.45		(3,206.64)
July		1,345.44		2,988.32		(1,642.88)
August				3,406.45		(3,406.45)
September				2,913.04		(2,913.04)
October				3,083.74		(3,083.74)
November				2,942.94		(2,942.94)
December				5,094.45		(5,094.45)
	<u>477,749.23</u>	<u>22,744.64</u>	<u>477,749.23</u>	<u>32,834.07</u>	<u>0.00</u>	<u>(10,089.43)</u>
Department Head: James Gallagher						
Number of Employees: 5						
Total thru Jul	<u>278,687.05</u>	<u>22,744.64</u>	<u>477,749.23</u>	<u>15,393.45</u>	<u>0.00</u>	<u>7,351.19</u>
% Change		<u>8.16%</u>		<u>3.22%</u>		<u>#DIV/0!</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	2017		2016		Variance	
	Annual Salary	OT	Annual Salary	OT	Annual Salary	OT
January	1,247,756.23	3,643.33	1,229,696.91	1,535.20	18,059.32	2,108.13
February		2,980.18		3016.74		(36.56)
March		3,541.65		7288.92		(3,747.27)
April		3,567.38		6372.23		(2,804.85)
May		1,963.22		4811.72		(2,848.50)
June		4,681.34		6217.72		(1,536.38)
July		4,243.05		6146.23		(1,903.18)
August				4968.68		(4,968.68)
September				5241.46		(5,241.46)
October				5361.12		(5,361.12)
November				5590.55		(5,590.55)
December				6341.11		(6,341.11)
	<u>1,247,756.23</u>	<u>24,620.15</u>	<u>1,229,696.91</u>	<u>62,891.68</u>	<u>18,059.32</u>	<u>(38,271.53)</u>
Department Head: David Prانيتis						
Number of Employees:	17		17			
Total thru Jul	<u>727,857.80</u>	<u>24,620.15</u>	<u>1,229,696.91</u>	<u>35,388.76</u>	<u>18,059.32</u>	<u>(10,768.61)</u>
% Change		<u>3.38%</u>		<u>2.88%</u>		<u>(59.63%)</u>

* Note that Annual Salary has been ratably adjusted to 7 months.

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	2,722.00	-	-	11.50	-	191.75	104.74	121.00	237.75	84.25	322.95	1,576.31	71.75
February	2,326.03	-	-	10.25	-	153.00	119.70	96.75	310.50	168.74	210.86	1,194.48	61.75
March	2,257.09	-	-	32.75	-	211.25	87.39	83.75	331.37	193.74	364.32	885.94	66.58
April	2,137.58	-	-	12.75	34.00	198.00	111.67	48.00	249.25	197.49	201.17	1,020.25	65.00
May	2,943.37	-	-	45.25	66.67	227.25	80.85	37.00	226.25	167.50	440.52	1,612.83	39.25
June	3,959.65	-	-	52.25	111.75	266.50	135.51	41.00	429.75	288.00	752.29	1,795.35	87.25
July	2,451.12	-	5.25	33.75	8.75	166.50	69.37	31.18	322.25	345.00	275.74	1,121.58	71.75
August	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-	-	-	-
	18,796.84	-	5.25	198.50	221.17	1,414.25	709.23	458.68	2,107.12	1,444.72	2,567.85	9,206.74	463.33
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total thru Jul	18,796.84	-	5.25	198.50	221.17	1,414.25	709.23	458.68	2,107.12	1,444.72	2,567.85	9,206.74	463.33
Prior Year MTD Totals	17,198.58	-	22.50	189.90	40.75	1,366.50	630.11	281.75	2,033.25	1,759.99	3,581.09	6,673.74	606.25
Variance Over (Under)	1,598.26	-	(17.25)	8.60	180.42	47.75	79.12	176.93	73.87	(315.27)	(1,013.24)	2,533.00	(142.92)

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	2,344.74	-	22.50	18.25	8.25	247.50	83.93	8.00	203.75	239.75	414.72	1,081.34	16.75
February	2,512.63	-	11.50	13.50	7.75	227.00	87.63	14.75	246.75	200.25	516.46	1,129.79	57.25
March	1,653.82	0.50	-	1.00	4.75	158.75	94.44	29.00	232.00	127.00	289.99	590.89	125.50
April	1,696.50	-	-	14.40	4.75	155.75	69.16	36.50	296.75	124.50	438.48	453.71	102.50
May	2,218.54	0.25	-	44.50	3.50	187.50	82.22	46.75	270.25	248.50	454.42	799.40	81.25
June	3,877.79	-	-	58.25	7.00	225.00	122.16	92.50	422.33	408.74	980.23	1,450.33	111.25
July	2,894.56	-	0.50	40.00	4.75	165.00	90.57	54.25	361.42	411.25	486.79	1,168.28	111.75
August	2,724.15	-	-	36.75	6.00	142.58	116.04	63.50	292.75	396.00	279.58	1,299.95	91.00
September	2,713.61	0.25	-	53.00	3.75	146.00	160.08	52.50	347.55	431.81	340.80	1,075.37	102.50
October	1,867.32	0.25	-	29.50	7.50	145.25	117.57	54.75	313.75	217.50	126.87	748.13	106.25
November	2,639.41	-	-	57.75	3.00	133.75	104.22	52.25	319.25	473.24	302.93	1,099.52	93.50
December	4,405.86	-	-	62.17	-	319.50	198.86	91.00	496.25	330.25	344.94	2,446.39	116.50
	31,548.93	1.25	34.50	429.07	61.00	2,253.58	1,326.88	595.75	3,802.80	3,608.79	4,976.21	13,343.10	1,116.00
Total thru Jul	17,198.58	0.75	34.50	189.90	40.75	1,366.50	630.11	281.75	2,033.25	1,759.99	3,581.09	6,673.74	606.25
Prior Year MTD Totals	21,709.82	-	24.00	330.50	52.75	1,358.17	1,670.30	48.75	2,628.39	1,931.99	3,389.35	9,617.87	657.75
Variance Over (Under)	(4,511.24)	0.75	10.50	(140.60)	(12.00)	8.33	(1,040.19)	233.00	(595.14)	(172.00)	191.74	(2,944.13)	(51.50)

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

	Total OT	Exec	Legal	Eng	Purch	Acctg	Comm	Personnel	Purif	Pump	Maint	Dist	Lab
January	4,310.39	-	-	29.75	14.75	192.25	315.54	15.50	405.08	288.25	410.81	2,499.96	138.50
February	3,740.64	-	-	34.25	7.25	174.50	243.76	4.75	367.75	309.00	807.15	1,709.23	83.00
March	2,944.55	-	-	22.50	12.00	164.25	204.94	6.00	370.25	295.25	404.90	1,410.71	53.75
April	3,040.72	-	-	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	2,461.21	-	-	59.25	3.75	235.00	307.86	9.50	301.07	155.25	374.88	935.40	79.25
June	2,206.27	-	10.00	59.50	1.75	171.75	194.82	2.50	389.24	167.25	443.48	698.48	67.50
July	3,006.04	-	14.00	103.75	1.00	262.92	199.68	3.00	442.25	521.74	306.90	1,013.55	137.25
August	1,801.42	-	15.50	39.00	4.00	170.50	107.32	1.50	340.24	430.24	220.34	393.03	79.75
September	1,737.59	-	16.00	49.75	5.25	164.00	92.36	8.50	355.25	456.24	167.90	322.09	100.25
October	1,756.40	-	16.00	39.00	2.50	165.00	97.65	4.75	244.90	402.00	168.08	529.52	87.00
November	2,226.16	-	19.00	87.50	2.75	149.17	124.47	4.00	298.25	336.25	348.13	779.14	77.50
December	3,541.11	-	39.50	81.75	6.00	231.50	164.62	85.25	422.00	647.73	365.76	1,347.25	149.75
	32,772.50	-	130.00	627.50	73.25	2,238.34	2,256.72	152.75	4,289.03	4,204.45	4,659.56	12,988.90	1,152.00
Total thru Jul	21,709.82	-	24.00	330.50	52.75	1,358.17	1,670.30	48.75	2,628.39	1,931.99	3,389.35	9,617.87	657.75
Prior Year MTD Totals	17,961.07	-	-	153.50	54.50	667.25	1,003.76	42.25	2,343.07	2,053.74	2,451.94	8,504.06	639.25
Variance Over (Under)	3,748.75	-	24.00	177.00	(1.75)	690.92	666.54	6.50	285.32	(121.75)	937.41	1,113.81	18.50

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	4,319.89	-	-	30.25	6.50	85.75	112.16	4.25	436.25	493.50	562.92	2,501.31	87.00
February	3,392.56	-	-	10.75	6.25	65.50	99.46	3.50	336.00	209.75	803.37	1,738.48	119.50
March	1,750.80	47.00	-	13.50	9.75	71.00	104.25	2.50	336.65	150.50	170.92	753.73	91.00
April	1,983.95	-	-	26.50	8.25	87.50	128.54	5.00	318.75	178.00	191.80	967.11	72.50
May	1,789.48	0.50	-	32.50	5.25	115.25	185.82	19.75	308.00	211.50	102.57	747.59	60.75
June	1,441.26	-	-	11.50	3.25	94.00	138.62	1.25	219.00	226.50	171.76	507.88	67.50
July	3,283.13	0.25	-	28.50	15.25	148.25	234.91	6.00	388.42	583.99	448.60	1,287.96	141.00
August	2,136.37	-	0.50	23.00	9.75	137.25	170.66	1.75	270.00	407.74	422.94	630.78	62.00
September	2,270.01	-	-	47.75	6.75	107.25	127.00	6.75	341.92	266.24	561.82	684.53	120.00
October	2,372.79	-	-	23.00	6.75	146.71	162.62	4.75	301.75	216.50	473.11	956.60	81.00
November	2,394.63	-	-	56.00	4.25	184.30	159.77	3.00	381.50	160.00	466.20	889.86	89.75
December	3,549.62	-	10.00	71.25	12.00	183.75	163.53	2.50	584.00	360.00	607.17	1,421.42	134.00
	30,684.49	47.75	10.50	374.50	94.00	1,426.51	1,787.34	61.00	4,222.24	3,464.22	4,983.18	13,087.25	1,126.00
	-	-	-	-	-	-	-	-	-	-	-	-	-
Total thru Jul	17,961.07	47.75	-	153.50	54.50	667.25	1,003.76	42.25	2,343.07	2,053.74	2,451.94	8,504.06	639.25
Prior Year MTD Totals	13,576.11	-	(14.00)	148.00	28.00	460.50	579.40	18.75	1,787.50	1,447.50	2,354.20	7,355.55	914.77
Variance Over (Under)	4,384.96	47.75	14.00	5.50	26.50	206.75	424.36	23.50	555.57	606.24	97.74	1,148.51	(275.52)

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

	<u>Total OT</u>	<u>Exec</u>	<u>Legal</u>	<u>Eng</u>	<u>Purch</u>	<u>Acctg</u>	<u>Comm</u>	<u>Personnel</u>	<u>Purif</u>	<u>Pump</u>	<u>Maint</u>	<u>Dist</u>	<u>Lab</u>
January	3,348.18	-	0.50	21.50	3.25	44.75	75.87	2.75	291.50	337.75	423.90	1,992.64	153.77
February	2,312.89	-	1.00	6.25	0.50	34.50	83.56	2.50	204.25	189.00	383.36	1,309.47	98.50
March	1,838.36	-	-	44.50	1.50	90.25	74.35	2.50	162.00	157.50	399.27	753.24	153.25
April	1,536.66	-	-	21.50	12.25	157.50	203.70	7.50	352.75	195.25	641.23	1,350.54	98.50
May	1,615.71	-	(16.00)	17.00	3.75	43.50	47.50	2.00	281.00	181.00	316.70	572.76	166.50
June	1,542.65	-	-	12.50	3.50	38.75	50.25	0.50	247.00	173.50	126.08	766.07	124.50
July	1,381.66	-	0.50	24.75	3.25	51.25	44.17	1.00	249.00	213.50	63.66	610.83	119.75
August	2,387.48	-	0.75	30.75	1.75	82.25	104.75	3.00	276.25	540.25	182.73	982.00	183.00
September	1,590.22	-	1.00	67.00	4.75	32.50	67.00	3.00	171.08	203.50	127.39	779.75	133.25
October	1,915.41	-	-	75.75	5.25	52.00	69.75	1.50	171.75	376.00	444.24	577.17	142.00
November	1,967.75	0.50	-	68.25	5.50	42.00	75.06	2.00	223.25	348.00	480.90	625.04	97.25
December	2,040.13	-	-	67.00	3.50	37.25	56.32	1.25	335.25	468.75	235.25	733.06	102.50
	23,477.10	1.00	3.75	455.50	38.25	592.75	797.08	22.75	2,788.58	3,326.75	3,492.91	10,347.31	1,610.47
Total thru Jul	13,576.11	-	(14.00)	148.00	28.00	460.50	579.40	18.75	1,787.50	1,447.50	2,354.20	7,355.55	914.77

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	month						YTD	YTD % Variance	Projected 2017 Actual	Budget 12/31/2017
		Budget 12/31/2017	Actual 6/30/2017	Budget 6/30/2017	Variance	YTD Actual 6/30/2017	YTD Budget 6/30/2017				
00101014111020	Salaries	618,700.00	58,681.83	51,558.33	7,123.50	259,299.55	309,350.00	(50,050.45)	518,599.10	618,700.00	
00101014111090	Overtime	100.00	0.01	8.33	(8.32)	0.02	50.00	(49.98)	0.04	100.00	
00101014115001	Conference & seminars	15,000.00	5,494.01	1,250.00	4,244.01	10,695.56	7,500.00	3,195.56	21,391.12	15,000.00	
00101014117001	General Expense	500.00	-	41.67	(41.67)	-	250.00	(250.00)	-	500.00	
00101014117033	Membership Affiliations	25,000.00	1,999.00	2,083.33	(84.33)	26,330.00	12,500.00	13,830.00	52,660.00	25,000.00	
	SUBTOTAL EXECUTIVE	659,300.00	66,174.85	54,941.66	11,233.19	296,325.13	329,650.00	(33,324.87)	592,650.26	659,300.00	
								-10.11%			

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget		Actual		Budget		Variance	6/30/2017		YTD	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget
		12/31/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017		6/30/2017	6/30/2017					
00102014121020	Salaries	339,900.00	53,718.59	28,325.00	25,393.59	174,286.59	169,950.00	4,336.59	2.55%	348,573.18	339,900.00				
00102014121090	Overtime	-	0.01	-	0.01	0.02	-	0.02	0.00%	0.04	-				
00102014123001	Prof Services Legal/Defense - Pers Injury	78,700.00	9,234.00	6,558.33	2,675.67	42,186.12	39,350.00	2,836.12	7.21%	84,372.24	78,700.00				
00102014123002	Prof Services Legal/Defense - Prop Damage	6,400.00	-	533.33	(533.33)	2,148.05	3,200.00	(1,051.95)	-32.87%	4,296.10	6,400.00				
00102014123003	Prof Services Legal/Professional Services	13,400.00	-	1,116.67	(1,116.67)	4,480.00	6,700.00	(2,220.00)	-33.13%	8,960.00	13,400.00				
00102014123004	PROF SERV-LEGAL / PROF SVCS-Disbursements	-	1,535.97	-	1,535.97	1,535.97	-	1,535.97	0.00%	3,071.94	-				
00102014123005	PROF SERV-LEGAL / Land Use (Escrow)	-	2,185.00	-	2,185.00	2,185.00	-	2,185.00	0.00%	4,370.00	-				
00102014123006	PROF SERV-LEGAL / Land Use General	-	-	-	-	-	-	-	0.00%	-	-				
00102014123007	PROF SERV-LEGAL / Land Use Expenses	-	-	-	-	-	-	-	0.00%	-	-				
00102014123008	PROF SERV-LEGAL / Surveyors	3,800.00	-	316.67	(316.67)	1,252.50	1,900.00	(647.50)	-34.08%	2,505.00	3,800.00				
00102014123009	PROF SERV-LEGAL / Extra Legal Expenses	-	-	-	-	-	-	-	0.00%	-	-				
00102014123010	PROF SERV-LEGAL / Tax Appeals	10,800.00	874.10	900.00	(25.90)	6,741.20	5,400.00	1,341.20	24.84%	13,482.40	10,800.00				
00102014123011	PROF SERV-LEGAL / Workers Comp Settlements	-	-	-	-	-	-	-	0.00%	-	-				
00102014123012	PROF SERV-LEGAL / Workers Comp Experts	-	-	-	-	-	-	-	0.00%	-	-				
00102014123013	PROF SERV-LEGAL / Bond Counsel	3,700.00	-	308.33	(308.33)	1,239.00	1,850.00	(611.00)	-33.03%	2,478.00	3,700.00				
00102014123014	PROF SERV-LEGAL / Engineers/Planners	-	-	-	-	-	-	-	0.00%	-	-				
00102014123015	PROF SERV-LEGAL / Regulatory & Admin Law	9,600.00	380.00	800.00	(420.00)	3,572.00	4,800.00	(1,228.00)	-25.58%	7,144.00	9,600.00				
00102014123016	PROF SERV-LEGAL / Personnel	19,900.00	934.80	1,658.33	(723.53)	8,848.80	9,950.00	(1,101.20)	-11.07%	17,697.60	19,900.00				
00102014123017	PROF SERV-LEGAL / Exp/Disb-Outside Counsel	-	-	-	-	-	-	-	0.00%	-	-				
00102014123018	PROF SERV-LEGAL / MEL/JIF	-	-	-	-	-	-	-	0.00%	-	-				
00102014123019	PROF SERV-LEGAL / Eminent Domain	-	-	-	-	-	-	-	0.00%	-	-				
00102014123020	PROF SERV-LEGAL / Bankruptcy	22,700.00	1,824.22	1,891.67	(67.45)	9,385.97	11,350.00	(1,964.03)	-17.30%	18,771.94	22,700.00				
00102014123021	PROF SERV-LEGAL / General Litigation	72,100.00	26,469.70	6,008.33	20,461.37	50,487.87	36,050.00	14,437.87	40.05%	100,975.74	72,100.00				
00102014123022	PROF SERV-LEGAL / Title Work	-	-	-	-	-	-	-	0.00%	-	-				
00102014123023	PROF SERV-LEGAL / Appraisers	-	-	-	-	-	-	-	0.00%	-	-				
00102014123024	PROF SERV-LEGAL / Grants	-	-	-	-	-	-	-	0.00%	-	-				
00102014123025	PROF SERV-LEGAL / Easements/ROW	26,500.00	190.00	2,208.33	(2,018.33)	9,025.00	13,250.00	(4,225.00)	-31.89%	18,050.00	26,500.00				
00102014123026	PROF SERV-LEGAL / Easements/ROW-Expenses	-	-	-	-	-	-	-	0.00%	-	-				
00102014123027	PROF SERV-LEGAL / Workers Compensation	-	-	-	-	-	-	-	0.00%	-	-				
00102014124401	Personal Injuries	-	-	-	-	-	-	-	0.00%	-	-				
00102014124402	Property	24,900.00	500.00	2,075.00	(1,575.00)	8,786.25	12,450.00	(3,663.75)	-29.43%	17,572.50	24,900.00				
00102014124403	Settlements	-	-	-	-	-	-	-	0.00%	-	-				
00102014125001	Conference & seminars	900.00	473.89	75.00	398.89	773.89	450.00	323.89	71.98%	1,547.78	900.00				
00102014126009	Supplies Books & Publications	2,400.00	259.50	200.00	59.50	4,394.30	1,200.00	3,194.30	266.19%	8,788.60	2,400.00				
00102014127001	Purchases General Expense	700.00	59.99	58.33	1.66	359.94	350.00	9.94	2.84%	719.88	700.00				
00102014127033	Membership Affiliations	500.00	-	41.67	(41.67)	172.00	250.00	(78.00)	-31.20%	344.00	500.00				
00102014127212	Purchases-Services/Defense Litigation	-	-	-	-	-	-	-	0.00%	-	-				

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

	Budget 12/31/2017	6/30/2017 Actual	6/30/2017 Budget	Variance	6/30/2017 YTD Actual	6/30/2017 YTD Budget	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget 12/31/2017
SUBTOTAL LEGAL	636,900.00	98,639.77	53,074.99	45,564.78	331,860.47	318,450.00	13,410.47	4.21%	663,720.94	636,900.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Department: Engineering

Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00103014131020	Salaries	1,079,600.00	100,892.99	89,966.67	10,926.32	398,884.98	539,800.00	(140,915.02)	-26.11%	797,769.96	1,079,600.00
00103014131090	Overtime	20,700.00	2,722.24	1,725.00	997.24	8,676.78	10,350.00	(1,673.22)	-16.17%	17,353.56	20,700.00
00103014133101	Professional Services/Engineering	550,000.00	52,823.08	45,833.33	6,989.75	197,342.53	275,000.00	(77,657.47)	-28.24%	394,685.06	550,000.00
00103014135001	Conference & seminars	15,000.00	900.00	1,250.00	(350.00)	1,328.37	7,500.00	(6,171.63)	-82.29%	2,656.74	15,000.00
00103014136010	Supplies / Stationary & Supplies	8,000.00	-	666.67	(666.67)	-	4,000.00	(4,000.00)	-100.00%	-	8,000.00
00103014136505	Computer Equip / Printer Supplies	8,000.00	-	666.67	(666.67)	431.80	4,000.00	(3,568.20)	-89.21%	863.60	8,000.00
00103014137001	Purchases/General Expense	8,000.00	514.40	666.67	(152.27)	1,028.64	4,000.00	(2,971.36)	-74.28%	2,057.28	8,000.00
00103014137033	Membership Affiliations	2,000.00	-	166.67	(166.67)	215.00	1,000.00	(785.00)	-78.50%	430.00	2,000.00
	SUBTOTAL ENGINEERING	1,691,300.00	157,852.71	140,941.68	16,911.03	607,908.10	845,650.00	(237,741.90)	-28.11%	1,215,816.20	1,691,300.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Department: Purchasing

Account Number	Description	Budget 12/31/2017	Actual 6/30/2017	Budget 6/30/2017	Variance	6/30/2017 YTD Actual	6/30/2017 YTD Budget	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget 12/31/2017
00104014141030	Salaries	174,500.00	19,656.37	14,541.67	5,114.70	71,814.90	87,250.00	(15,435.10)	-17.69%	143,629.80	174,500.00
00104014141090	Overtime	4,200.00	7,368.13	350.00	7,018.13	14,005.73	2,100.00	11,905.73	566.94%	28,011.46	4,200.00
00104014145001	Conference & seminars	4,000.00	-	333.33	(333.33)	830.00	2,000.00	(1,170.00)	-58.50%	1,660.00	4,000.00
00104014146009	Supplies/Book/Publications	200.00	-	16.67	(16.67)	-	100.00	(100.00)	-100.00%	-	200.00
00104014146010	SUPPLIES / STATIONARY & SUPPLIES	200.00	-	16.67	(16.67)	-	100.00	(100.00)	-100.00%	-	200.00
00104014146505	Computer Equip / Printer Supplies	800.00	-	66.67	(66.67)	-	400.00	(400.00)	-100.00%	-	800.00
00104014147001	Purchases/General Expense	1,500.00	-	125.00	(125.00)	55.00	750.00	(695.00)	-92.67%	110.00	1,500.00
00104014147033	Membership Affiliations	400.00	-	33.33	(33.33)	-	200.00	(200.00)	-100.00%	-	400.00
SUBTOTAL PURCHASING		185,800.00	27,024.50	15,483.34	11,541.16	86,705.63	92,900.00	(6,194.37)	-6.57%	173,411.26	185,800.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00105014151020	Salaries	850,500.00	89,691.58	70,875.00	18,816.58	376,219.60	425,250.00	(49,030.40)	-11.53%	752,439.20	850,500.00
00105014151090	Overtime	49,600.00	12,952.24	4,133.33	8,818.91	57,252.21	24,800.00	32,452.21	130.86%	114,504.42	49,600.00
00105014155001	Conference & seminars	22,000.00	1,400.00	1,833.33	(433.33)	3,176.00	11,000.00	(7,824.00)	-71.13%	6,352.00	22,000.00
00105014156009	Supplies/Book/Publications	3,000.00	-	250.00	(250.00)	424.00	1,500.00	(1,076.00)	-71.73%	848.00	3,000.00
00105014157001	Purchases/General Expense	10,000.00	119.98	833.33	(713.35)	4,674.22	5,000.00	(325.78)	-6.52%	9,348.44	10,000.00
00105014157033	Membership Affiliations	4,000.00	-	333.33	(333.33)	-	2,000.00	(2,000.00)	-100.00%	-	4,000.00
00105014157224	Purchases - Services/Financial	130,000.00	1,678.18	10,833.33	(9,155.15)	10,362.91	65,000.00	(54,637.09)	-84.06%	20,725.82	130,000.00
SUBTOTAL ACCOUNTING		1,069,100.00	105,841.98	89,091.65	16,750.33	452,108.94	534,550.00	(82,441.06)	-15.42%	904,217.88	1,069,100.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00106014161020	Salaries	888,100.00	92,483.13	74,008.33	18,474.80	358,856.78	444,050.00	(85,193.22)	-19.19%	717,713.56	888,100.00
00106014161090	Overtime	40,100.00	6,741.91	3,341.67	3,400.24	29,792.25	20,050.00	9,742.25	48.59%	59,584.50	40,100.00
00106014164004	R & M / OUTSIDE CONTRACTORS	5,200.00	-	433.33	(433.33)	350.00	2,600.00	(2,250.00)	-86.54%	700.00	5,200.00
00106014164017	R&M Office Equipment	5,000.00	-	416.67	(416.67)	152.00	2,500.00	(2,348.00)	-93.92%	304.00	5,000.00
00106014165001	Conference & seminars	20,000.00	-	1,666.67	(1,666.67)	320.00	10,000.00	(9,680.00)	-96.80%	640.00	20,000.00
00106014166010	Stationary & Supplies	7,500.00	-	625.00	(625.00)	233.20	3,750.00	(3,516.80)	-93.78%	466.40	7,500.00
00106014167001	Purchases/General Expense	2,000.00	846.84	166.67	680.17	1,930.61	1,000.00	930.61	93.06%	3,861.22	2,000.00
00106014167021	Purchases/Water Bills-Bank Pymts	110,250.00	8,271.04	9,187.50	(916.46)	45,031.26	55,125.00	(10,093.74)	-18.31%	90,062.52	110,250.00
00106014167052	Purchases/Maint & Licensing Agmts	142,000.00	-	11,833.33	(11,833.33)	-	71,000.00	(71,000.00)	-100.00%	-	142,000.00
00106014167210	Purchases - Outside Meter Reading	400,000.00	85,216.20	33,333.33	51,882.87	166,601.30	200,000.00	(33,398.70)	-16.70%	333,202.60	400,000.00
00106014167225	Credit Card Fees	120,000.00	9,965.68	10,000.00	(34.32)	54,906.57	60,000.00	(5,093.43)	-8.49%	109,813.14	120,000.00
	SUBTOTAL COMMERCIAL	1,740,150.00	203,524.80	145,012.50	58,512.30	658,173.97	870,078.00	(211,904.03)	-24.35%	1,316,347.94	1,740,150.00

Department: Commercial

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00107014171020	SALARIES / GENERAL	503,100.00	54,431.63	41,925.00	12,506.63	227,760.73	251,550.00	(23,789.27)	-9.46%	455,521.46	503,100.00
00107014171090	Overtime	33,200.00	1,912.81	2,766.67	(853.86)	21,369.20	16,600.00	4,769.20	28.73%	42,738.40	33,200.00
00107014175001	Conference & seminars	5,000.00	-	416.67	(416.67)	8,611.76	2,500.00	6,111.76	244.47%	17,223.52	5,000.00
00107014177001	Purchases/General Expense	5,000.00	59.99	416.67	(356.68)	1,449.94	2,500.00	(1,050.06)	-42.00%	2,899.88	5,000.00
00107014177211	Purchases - Services/Medical Exams	35,000.00	2,516.00	2,916.67	(400.67)	7,129.50	17,500.00	(10,370.50)	-59.26%	14,259.00	35,000.00
00107014177213	Purchases - Services/Safety Equip & Seminars	5,000.00	-	416.67	(416.67)	668.00	2,500.00	(1,832.00)	-73.28%	1,336.00	5,000.00
00107014177033	Membership Affiliations	3,000.00	-	250.00	(250.00)	-	1,500.00	(1,500.00)	-100.00%	-	3,000.00
	SUBTOTAL PERSONNEL	589,300.00	58,920.43	49,108.35	9,812.08	266,989.13	294,650.00	(27,660.87)	-9.39%	533,978.26	589,300.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget		Actual		Budget		Variance	6/30/2017		YTD Variance	YTD % Variance	Projected 2017	
		12/31/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017		6/30/2017	Actual			Budget	
00109014192002	Emp Ben-Worker's Comp	387,000.00	12,759.96	32,250.00	(19,490.04)	186,383.35	193,500.00	(7,116.65)	-3.68%	372,766.70	387,000.00			
00109014192102	Emp Ben-Hospitalization Current Staff	6,827,800.00	160,711.97	568,983.33	(408,271.36)	1,939,163.31	3,413,900.00	(1,474,736.69)	-43.20%	3,878,326.62	6,827,800.00			
00109014192104	FSA Employer Contribution	-	(634.59)	-	(634.59)	3,287.74	-	3,287.74	0.00%	6,575.48	-			
00109014192103	Emp Ben-Hospitalization Retired Staff	454,000.00	35,682.28	37,833.33	(2,151.05)	854,717.61	227,000.00	627,717.61	276.53%	1,709,435.22	454,000.00			
00109014192201	Emp Ben-Group Life	10,000.00	(0.02)	833.33	(833.35)	(0.09)	5,000.00	(5,000.09)	-100.00%	(0.18)	10,000.00			
00109014192401	Emp Ben-Payroll Taxes/FICA & FICAM	1,195,048.00	133,126.75	99,587.33	33,539.42	535,831.87	597,524.00	(61,692.13)	-10.32%	1,071,663.74	1,195,048.00			
00109014192403	Emp Ben-Payroll Taxes/Current Exp SUI & DBL	88,961.00	3,226.95	7,413.42	(4,186.47)	41,046.76	44,480.50	(3,433.74)	-7.72%	82,093.52	88,961.00			
00109014192601	Emp Ben-Dental Plan	150,000.00	-	12,500.00	(12,500.00)	42,759.66	75,000.00	(32,240.34)	-42.99%	85,519.32	150,000.00			
00109014192701	Emp Ben-Optical Plan	40,000.00	2,721.43	3,333.33	(611.90)	18,626.81	20,000.00	(1,373.19)	-6.87%	37,253.62	40,000.00			
00109014192301	Emp Ben-PERS Liability	2,100,000.00	175,000.00	175,000.00	-	1,050,000.00	1,050,000.00	-	0.00%	2,100,000.00	2,100,000.00			
00109014197002	NJ DEP Safe Drinking Water Tax	115,000.00	-	9,583.33	(9,583.33)	23,022.98	57,500.00	(34,477.02)	-59.96%	46,045.96	115,000.00			
00109014197035	General Liability Insurance	750,000.00	62,500.00	62,500.00	-	375,500.00	375,000.00	(500.00)	0.13%	751,000.00	750,000.00			
00109014197104	Fees & Taxes - Vehicle Registration	1,000.00	-	83.33	(83.33)	-	500.00	(500.00)	-100.00%	-	1,000.00			
00109014197105	Gov't Fines & Penalties	200,000.00	-	16,666.67	(16,666.67)	-	100,000.00	(100,000.00)	-100.00%	-	200,000.00			
00109014197106	Gov't Fees & Assessments	115,000.00	-	9,583.33	(9,583.33)	23,695.81	57,500.00	(33,804.19)	-58.79%	47,391.62	115,000.00			
00109014197107	Fees & Taxes - Property Taxes	612,000.00	46,500.00	51,000.00	(4,500.00)	279,000.00	306,000.00	(27,000.00)	-8.82%	558,000.00	612,000.00			
	SUBTOTAL INSURANCE & TAXES	13,045,809.00	631,594.73	1,087,150.73	(455,556.00)	5,373,035.81	6,522,904.50	(1,149,868.69)	-17.63%	10,746,071.62	13,045,809.00			

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017	
00109014191020	Commissioner Salaries	53,500.00	6,014.39	4,458.33	1,556.06	24,976.94	26,750.00	(1,773.06)	-6.63%	53,500.00	53,500.00	
00109014191070	Summer Help Salaries	158,500.00	(0.01)	13,208.33	(13,208.34)	(0.05)	79,250.00	(79,250.05)	-100.00%	(0.10)	158,500.00	
00109014191075	Co-op Salaries	106,500.00	-	8,875.00	(8,875.00)	-	53,250.00	(53,250.00)	-100.00%	-	106,500.00	
00109014193004	Professional Services General & Admin	40,000.00	8,260.00	3,333.33	4,926.67	60,443.85	20,000.00	40,443.85	202.22%	120,887.70	40,000.00	
00109014193201	Professional Services Accounting Auditing	45,000.00	-	3,750.00	(3,750.00)	-	22,500.00	(22,500.00)	-100.00%	45,000.00	45,000.00	
00109014193301	Professional Services Computer Consulting	20,000.00	-	1,666.67	(1,666.67)	-	10,000.00	(10,000.00)	-100.00%	-	20,000.00	
00106044163301	Professional Services Computer Consulting	100,000.00	10,854.00	8,333.33	2,520.67	27,758.50	50,000.00	(22,241.50)	-44.48%	55,517.00	100,000.00	
00106044163401	IT Network Operating Expenses	150,000.00	-	12,500.00	(12,500.00)	287.40	75,000.00	(74,712.60)	-99.62%	574.80	150,000.00	
00106044163402	IT Security	17,000.00	-	1,416.67	(1,416.67)	-	8,500.00	(8,500.00)	-100.00%	-	17,000.00	
00106044163403	IT GPS	100,000.00	-	8,333.33	(8,333.33)	-	50,000.00	(50,000.00)	-100.00%	-	100,000.00	
00106044163404	IT Telephones	15,000.00	-	1,250.00	(1,250.00)	-	7,500.00	(7,500.00)	-100.00%	-	15,000.00	
00106044167052	IT Enterprise Software Licensing & Support	5,000.00	1,913.77	416.67	663.77	9,991.77	2,500.00	2,491.77	33.22%	19,983.54	5,000.00	
00106044164004	R&M - Outside Contractors	5,000.00	-	416.67	(416.67)	332.00	2,500.00	(2,168.00)	-86.72%	664.00	5,000.00	
00106044164017	R&M - Office Equipment	5,000.00	-	416.67	(416.67)	-	2,500.00	(2,500.00)	-100.00%	-	5,000.00	
00106044166010	Stationary & Supplies	1,000.00	-	83.33	(83.33)	-	500.00	(500.00)	-100.00%	-	1,000.00	
00106044166501	Computer Equip - Desktops	20,000.00	-	1,666.67	(1,666.67)	-	10,000.00	(10,000.00)	-100.00%	-	20,000.00	
00106044166502	Computer Equip - Laptops	5,000.00	-	416.67	(416.67)	-	2,500.00	(2,500.00)	-100.00%	-	5,000.00	
00106044166503	Computer Equip - Other	65,000.00	-	5,416.67	(5,416.67)	-	32,500.00	(32,500.00)	-50.56%	32,136.48	65,000.00	
00106044166504	Computer Equip - Printers	10,000.00	-	833.33	(833.33)	1,737.84	5,000.00	(3,262.16)	-65.24%	3,475.68	10,000.00	
00106044166505	Computer Equip - Printer Supplies	10,000.00	-	833.33	(833.33)	755.93	5,000.00	(4,244.07)	-84.88%	1,511.86	10,000.00	
00109014194004	R & M / OUTSIDE CONTRACTORS	15,000.00	862.00	1,250.00	(388.00)	9,428.00	7,500.00	1,928.00	25.71%	18,856.00	15,000.00	
00109014196008	Supplies Postage	320,000.00	60,000.00	26,666.67	33,333.33	162,957.42	160,000.00	2,957.42	1.85%	325,914.84	320,000.00	
00109014196010	Stationary & Supplies	35,000.00	430.00	2,916.67	(2,486.67)	20,957.61	17,500.00	3,457.61	19.76%	41,915.22	35,000.00	
00109014197001	General Expense	75,000.00	2,689.64	6,250.00	(3,560.36)	12,585.37	37,500.00	(24,914.63)	-66.44%	25,170.74	75,000.00	
00130014247006	Montclair Water Purchases	20,000.00	2,468.00	1,666.67	801.33	6,166.00	10,000.00	(3,834.00)	-38.34%	12,332.00	20,000.00	
00130014247007	High Crest Water Purchases	80,000.00	60.49	6,666.67	(6,606.18)	17,596.60	40,000.00	(22,403.40)	-56.01%	35,193.20	80,000.00	
00109014197022	Services/Uniforms	75,000.00	1,497.28	6,250.00	(4,752.72)	26,537.82	37,500.00	(10,962.18)	-29.23%	53,075.64	75,000.00	
00109014197023	Telephone	400,000.00	34,838.56	33,333.33	1,505.23	185,814.40	200,000.00	(14,185.60)	-7.09%	371,628.80	400,000.00	
00109014197024	Wanaque South Lease Expense	100,000.00	-	8,333.33	(8,333.33)	-	50,000.00	(50,000.00)	-100.00%	-	100,000.00	
00109014197025	Newspaper Legal Ads	40,000.00	1,842.24	3,333.33	(1,491.09)	9,015.54	20,000.00	(10,984.46)	-54.92%	18,031.08	40,000.00	
00109014197026	Tuition Reimbursement	-	-	-	-	-	-	-	0.00%	-	-	
00109014197033	Membership Affiliations	57,000.00	215.00	4,750.00	(4,535.00)	820.00	28,500.00	(27,680.00)	-97.12%	1,640.00	57,000.00	
00109014197036	NIDWSC Budget Expense (Purchased Water)	10,500,000.00	804,808.00	875,000.00	(70,192.00)	4,828,848.00	5,250,000.00	(421,152.00)	-8.02%	9,657,696.00	10,500,000.00	
00109014197052	PURCHASES / MAINT & LICENSING AGMTS	24,000.00	-	2,000.00	(2,000.00)	9,087.79	12,000.00	(2,912.21)	-24.27%	18,175.58	24,000.00	
00109014197056	Emergency Protective Measures	100,000.00	-	8,333.33	(8,333.33)	1,475.00	50,000.00	(48,525.00)	-97.05%	2,950.00	100,000.00	
00109014197061	Purchases / Copier Expense	35,000.00	4,503.50	2,916.67	1,586.83	12,111.48	17,500.00	(5,388.52)	-30.79%	24,222.96	35,000.00	
00109014195502	Depreciation	11,000,000.00	916,667.00	916,666.67	0.33	5,500,002.00	5,500,000.00	2.00	0.00%	11,000,004.00	11,000,000.00	
00109014199502	Service contracts	-	-	-	-	41,584.16	-	41,584.16	0.00%	83,168.32	-	

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department		Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00109014198001	Bad Debt Expense	-	-	-	-	-	-	-	-	-	-
00109014198002	Bad Debt - Lodi Sewer	50,000.00	-	4,166.67	(4,166.67)	4,366.16	25,000.00	(20,633.84)	-82.54%	8,732.32	50,000.00
00109014198003	Bad Debt - Passaic Sewer	-	-	-	-	-	-	-	0.00%	-	-
00109014198004	Bad Debt - Elmwood Park	-	-	-	-	-	-	-	0.00%	-	-
00109014198005	Bad Debt - Garfield	-	-	-	-	-	-	-	0.00%	-	-
00109014198201	Interest/Meter Deposits	-	-	-	-	-	-	-	0.00%	-	-
00109014198210	Interest/Lodi	-	-	-	-	-	-	-	0.00%	-	-
00109014198213	Interest/Bond Insurance	-	-	-	-	1,500.00	-	1,500.00	0.00%	3,000.00	-
00109014198221	Bank Charges	80,000.00	16,480.14	6,666.67	9,813.47	70,662.88	40,000.00	30,662.88	76.66%	141,325.76	80,000.00
00109014199001	Short/Over Account/Inventory Depot	50,000.00	-	4,166.67	(4,166.67)	(1,983.78)	25,000.00	(26,983.78)	-107.94%	(3,967.56)	50,000.00
00109014199002	Short/Over Account/Inventory Chemicals	-	-	-	-	-	-	-	0.00%	-	-
00109014199003	Short/Over Account/Inventory Meters	20,000.00	-	1,666.67	(1,666.67)	-	10,000.00	(10,000.00)	-100.00%	-	20,000.00
00109014199004	Short/Over Account/Loss on Asset Retirement	-	-	-	-	-	-	-	0.00%	-	-
00109014199999	MISCELLANEOUS / UFO	-	-	-	-	-	-	-	0.00%	-	-
	Bond interest expense (total)	5,699,597.00	480,000.00	474,966.42	5,033.58	2,938,135.00	2,849,798.50	88,336.50	3.10%	5,876,270.00	5,699,597.00
	SUBTOTAL ADMINISTRATIVE & GENERAL	29,717,097.00	2,354,404.00	2,476,424.77	(122,020.77)	14,000,019.87	14,858,548.50	(858,528.63)	-5.78%	28,048,585.86	29,717,097.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget		Actual		Budget		Variance	6/30/2017		YTD Variance	YTD % Variance	Projected 2017		Budget 12/31/2017
		12/31/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017		6/30/2017	Actual					
00110014211020	Salaries	1,183,700.00	143,110.91	98,641.67	44,469.24	577,912.60	591,850.00	(13,937.40)	-2.35%	1,155,825.20	1,183,700.00				
00110014211090	Overtime	195,700.00	22,002.56	16,308.33	5,694.23	86,156.29	97,850.00	(11,693.71)	-11.95%	172,312.58	195,700.00				
00110014217110	Operator License Fees	600.00	-	50.00	(50.00)	-	300.00	(300.00)	-100.00%	-	600.00				
00110014215001	Conference & seminars	7,500.00	-	625.00	(625.00)	3,029.24	3,750.00	(720.76)	-19.22%	6,058.48	7,500.00				
00110014216010	SUPPLIES/ STATIONARY & SUPPLIES	10,000.00	309.30	833.33	(524.03)	1,056.70	5,000.00	(3,943.30)	-78.87%	2,113.40	10,000.00				
00110014217501	DEP PERMIT FEES/HS & E Compliance	12,500.00	-	1,041.67	(1,041.67)	-	6,250.00	(6,250.00)	-100.00%	-	12,500.00				
00110014217502	DEP PERMIT FEES/ALLOCATION	50,000.00	-	4,166.67	(4,166.67)	-	25,000.00	(25,000.00)	-100.00%	-	50,000.00				
00110024217226	Water Research Foundation Project Participation	-	-	-	-	-	-	-	0.00%	-	-				
00110024214019	R&M-Instrumentation & Control	250,000.00	9,324.40	20,833.33	(11,508.93)	69,287.74	125,000.00	(55,712.26)	-44.57%	138,575.48	250,000.00				
00110024217001	PURCHASES/GENERAL EXPENSES	15,000.00	2,164.61	1,250.00	914.61	9,900.29	7,500.00	2,400.29	32.00%	19,800.58	15,000.00				
00110024217011	PURCHASES/CHEMICALS	4,500,000.00	360,234.06	375,000.00	(14,765.94)	1,528,498.95	2,250,000.00	(721,501.05)	-32.07%	3,056,997.90	4,500,000.00				
00110024217401	Residual Mgt/Sewarage (Totowa)	40,000.00	-	3,333.33	(3,333.33)	24,073.26	20,000.00	4,073.26	20.37%	48,146.52	40,000.00				
00110024217402	Residual Mgt/Hauling	1,500,000.00	56,700.75	125,000.00	(68,299.25)	675,921.31	750,000.00	(74,078.69)	-9.88%	1,351,842.62	1,500,000.00				
00110024217403	Residual Mgt/Treatment (PVC)	1,000,000.00	-	83,333.33	(83,333.33)	300.00	500,000.00	(499,700.00)	-99.94%	600.00	1,000,000.00				
00110024217404	Residual Mgt/Removal (Spectaserv)	750,000.00	-	62,500.00	(62,500.00)	-	375,000.00	(375,000.00)	-100.00%	-	750,000.00				
00110024214033	R&M-Treatment Process	15,000.00	-	1,250.00	(1,250.00)	1,996.25	7,500.00	(5,503.75)	-73.38%	3,992.50	15,000.00				
00110024214101	R&M-Computer Maint and Repair	70,000.00	-	5,833.33	(5,833.33)	38,506.05	35,000.00	3,506.05	10.02%	77,012.10	70,000.00				
	SUBTOTAL PURIFICATION	9,600,000.00	593,846.59	799,999.99	(206,153.40)	3,016,638.68	4,800,000.00	(1,783,361.32)	-37.15%	6,033,277.36	9,600,000.00				

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Account Number	Description	Budget		Actual		Budget		Variance	6/30/2017		YTD Variance	YTD % Variance	Projected 2017	
		12/31/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017	6/30/2017		Actual	Budget				
00115014221020	Salaries	954,100.00	93,704.50	79,508.33	14,196.17	399,529.82	477,050.00	(77,520.18)	-16.25%	799,059.64	954,100.00			
00115014221090	Overtime	158,400.00	11,239.55	13,200.00	(1,960.45)	46,610.99	79,200.00	(32,589.01)	-41.15%	93,221.98	158,400.00			
00115014225001	Conference & seminars	5,300.00	-	441.67	(441.67)	-	2,650.00	(2,650.00)	-100.00%	-	5,300.00			
00115014227001	Purchases - General Exp	2,700.00	-	225.00	(225.00)	57.30	1,350.00	(1,292.70)	-95.76%	114.60	2,700.00			
00115014227305	PURCHASES-POWER & ELEC / PUMP SYSTEM	5,500,000.00	298,818.17	458,333.33	(159,515.16)	2,268,576.44	2,750,000.00	(481,423.56)	-17.51%	4,537,152.88	5,500,000.00			
00115024224004	Outside Contractors	303,000.00	-	25,250.00	(25,250.00)	100,772.00	151,500.00	(50,728.00)	-33.48%	201,544.00	303,000.00			
00115024226505	Printer Supplies	1,500.00	-	125.00	(125.00)	-	750.00	(750.00)	-100.00%	-	1,500.00			
00115024227001	Purchases - General Exp	5,000.00	-	416.67	(416.67)	-	2,500.00	(2,500.00)	-100.00%	-	5,000.00			
00115024227099	Purchases - Pumping System	40,000.00	-	3,333.33	(3,333.33)	-	20,000.00	(20,000.00)	-100.00%	-	40,000.00			
00115024227203	PURCHASES-SERVICES/Meter Calibration	9,000.00	-	750.00	(750.00)	-	4,500.00	(4,500.00)	-100.00%	-	9,000.00			
	SUBTOTAL PUMPING	6,979,000.00	403,762.22	581,583.33	(177,821.11)	2,815,546.55	3,489,500.00	(673,953.45)	-19.31%	5,631,093.10	6,979,000.00			

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department		Budget	Actual	Budget	Variance	YTD Actual	YTD Budget	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget
Account Number	Description	12/31/2017	6/30/2017	6/30/2017		6/30/2017	6/30/2017			12/31/2017	12/31/2017
00120014231020	Salaries	3,823,200.00	348,371.64	318,600.00	29,771.64	1,443,679.71	1,911,600.00	(467,920.29)	-24.48%	2,887,359.42	3,823,200.00
00120014231090	Overtime	322,000.00	35,862.85	26,833.33	9,029.52	106,590.58	161,000.00	(54,409.42)	-33.79%	213,181.16	322,000.00
00120014235001	Conference and seminars	35,000.00	-	2,916.67	(2,916.67)	4,265.74	17,500.00	(13,234.26)	-75.62%	8,531.48	35,000.00
00120014237033	Membership affiliations	385,000.00	103,130.16	37,083.33	71,046.83	168,780.80	192,500.00	(23,719.20)	-12.32%	337,561.60	385,000.00
00120024237201	PURCHASES-SERVICES/OUTSIDE SECURITY	10,000.00	252.00	833.33	(581.33)	4,098.64	5,000.00	(901.36)	-18.03%	8,197.28	10,000.00
00120014237213	Purchases - Services/Safety Equip & Seminars	30,000.00	3,049.39	2,500.00	549.39	16,486.17	15,000.00	1,486.17	9.91%	32,972.34	30,000.00
00120024234001	R&M - Materials	274,000.00	57,430.10	22,833.33	34,596.77	161,799.63	137,000.00	24,799.63	18.10%	323,599.26	274,000.00
00120024234004	R&M - Outside Contractors	-	-	-	-	-	-	-	0.00%	-	-
00120024234502	R&M - Outside Contractors Electrical	76,000.00	1,166.66	6,333.33	(5,166.67)	31,684.83	38,000.00	(6,315.17)	-16.62%	63,369.66	76,000.00
00120024234503	R&M - Outside Contractors HVAC	87,660.00	-	7,305.00	(7,305.00)	3,520.00	43,830.00	(40,310.00)	-91.97%	7,040.00	87,660.00
00120024234504	R&M - Outside Contractors Chem Stor Integ Test	70,000.00	-	5,833.33	(5,833.33)	7,499.00	35,000.00	(27,501.00)	-78.57%	14,998.00	70,000.00
00120024234505	R&M - Outside Contractors Chem Stor Cleaning	15,000.00	2,832.08	1,250.00	1,582.08	13,793.52	7,500.00	6,293.52	83.91%	27,587.04	15,000.00
00120024234005	R & M / BLDGS - CLIFTON	15,000.00	-	1,250.00	(1,250.00)	7,088.27	7,500.00	(411.73)	-5.49%	14,176.54	15,000.00
00120024234006	R&M - Buildings - Off Site	10,000.00	-	833.33	(833.33)	-	5,000.00	(5,000.00)	-100.00%	-	10,000.00
00120024234008	R&M - Reservoirs	20,000.00	975.00	1,666.67	(691.67)	975.00	10,000.00	(9,025.00)	-90.25%	1,950.00	20,000.00
00120024234010	R&M - Equipment/Tools/Groundskeeping Equipment	10,000.00	1,388.90	833.33	555.57	13,687.92	5,000.00	8,687.92	173.76%	27,375.84	10,000.00
00120024234201	R&M - Equipment/Tools/Rental	25,000.00	3,030.00	2,083.33	946.67	8,198.00	12,500.00	(4,302.00)	-34.42%	16,396.00	25,000.00
00120024234202	R&M - Equipment/Tools/Supplies	100,000.00	15,830.09	8,333.33	7,496.76	84,680.31	50,000.00	34,680.31	69.36%	169,360.62	100,000.00
00120034237057	Environmental Compliance	30,000.00	-	2,500.00	(2,500.00)	-	15,000.00	(15,000.00)	-100.00%	-	30,000.00
00120034234022	R&M - Chemical Feed System	30,000.00	20,410.09	2,500.00	17,910.09	20,531.42	15,000.00	5,531.42	36.88%	41,062.84	30,000.00
00120034234023	R&M - Finished Pumping System Equipment	150,000.00	14,542.35	12,500.00	2,042.35	68,436.14	75,000.00	(6,563.86)	-8.75%	136,872.28	150,000.00
00120034234024	R&M - Settling Tube Facility	10,000.00	5,444.24	833.33	4,610.91	12,424.24	5,000.00	7,424.24	148.48%	24,848.48	10,000.00
00120034234025	R&M - Actiflo Facility	29,000.00	-	2,416.67	(2,416.67)	12,574.56	14,500.00	(1,925.44)	-13.28%	25,149.12	29,000.00
00120034234026	R&M - Residual Treatment Facility	18,000.00	865.84	1,500.00	(684.16)	865.84	9,000.00	(8,134.16)	-90.38%	1,731.68	18,000.00
00120034234028	R&M - Trash Rack	4,000.00	-	333.33	(333.33)	-	2,000.00	(2,000.00)	-100.00%	-	4,000.00
00120034234029	R&M - Fences	40,000.00	-	3,333.33	(3,333.33)	-	20,000.00	(20,000.00)	-100.00%	-	40,000.00
00120034234030	R&M - Automatic Gate	29,000.00	-	2,416.67	(2,416.67)	-	14,500.00	(14,500.00)	-100.00%	-	29,000.00
00120034234032	R&M Painting	36,000.00	-	3,000.00	(3,000.00)	-	18,000.00	(18,000.00)	-100.00%	-	36,000.00
00120024234021	R&M - Right of Way, Groundskeeping	40,000.00	-	3,333.33	(3,333.33)	-	20,000.00	(20,000.00)	-100.00%	-	40,000.00
00120024236006	Supplies/Gasoline	40,000.00	1,245.57	3,333.33	(2,087.76)	14,569.11	20,000.00	(5,430.89)	-27.15%	29,138.22	40,000.00
00120024236005	Computer Equip / Printer Supplies	1,000.00	-	83.33	(83.33)	-	500.00	(500.00)	-100.00%	-	1,000.00
00120024237001	Purchases - General Exp	15,000.00	2,355.95	1,250.00	1,105.95	16,053.36	7,500.00	8,553.36	114.04%	32,106.72	15,000.00
00120024237010	Hazmat Disposal	50,000.00	1,028.00	4,166.67	(4,166.67)	11,785.16	25,000.00	(13,214.84)	-52.86%	23,570.32	50,000.00
00120024237014	Purchases - Garbage Disposal	35,000.00	5,308.22	2,916.67	(2,388.22)	5,423.61	17,500.00	(12,076.39)	-69.01%	10,847.22	35,000.00
00120024237044	Purchases - Bldg Material & Supplies	36,000.00	13,974.63	3,000.00	10,974.63	23,990.67	18,000.00	5,990.67	-68.01%	47,981.34	36,000.00
00120024237045	Purchases - Electrical Equipment & Supplies	150,000.00	12,740.70	12,500.00	6,074.03	37,767.31	40,000.00	(2,232.69)	-5.58%	75,534.62	150,000.00
00120024237046	Purchases - Store Room	80,000.00	-	6,666.67	-	-	-	-	-	-	80,000.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department		Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
		12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017
00120024237058	Service Agreement - Xylem								0.00%		
00120024237062	Security Equipment	20,000.00	3,002.00	1,666.67	1,335.33	19,990.92	10,000.00	9,990.92	99.91%	39,981.84	20,000.00
	SUBTOTAL MAINTENANCE CONSTRUCTION	6,150,860.00	654,236.46	512,571.64	141,664.82	2,331,561.38	3,075,430.00	(743,868.62)	-24.19%	4,663,122.76	6,150,860.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

Department:	Distribution	Account Number	Description	Budget	6/30/2017	6/30/2017	Variance	6/30/2017	6/30/2017	6/30/2017	6/30/2017	YTD	YTD	Projected 2017	Budget
				12/31/2017	Actual	Budget		YTD Actual	YTD Budget	Variance	% Variance	Actual	12/31/2017		
		00130014241020	Salaries	4,044,500.00	423,086.72	337,041.67	86,045.05	1,739,159.45	2,022,250.00	(283,090.55)	-14.00%	3,478,318.90	4,044,500.00		
		00130014241090	Overtime	612,700.00	82,401.21	51,058.33	31,342.88	351,997.62	306,350.00	45,647.62	14.90%	703,995.24	612,700.00		
		00130014245001	Conference & seminars	20,000.00	1,565.73	1,666.67	(100.94)	8,768.17	10,000.00	(1,231.83)	-12.32%	17,536.34	20,000.00		
		00130014246505	Computer Equip / Printer Supplies	2,000.00	-	166.67	(166.67)	-	1,000.00	(1,000.00)	-100.00%	-	2,000.00		
		00130014247001	Purchases General Exp	5,000.00	-	416.67	(416.67)	435.00	2,500.00	(2,065.00)	-82.60%	870.00	5,000.00		
		00130014247016	Purchases/Keys/Locksmith	1,000.00	-	83.33	(83.33)	-	500.00	(500.00)	-100.00%	-	1,000.00		
		00130014247033	Membership Affiliations	1,000.00	1,008.00	83.33	924.67	1,348.00	500.00	848.00	169.60%	2,696.00	1,000.00		
		00130014247302	Power & Electric/Clifton Admin	60,000.00	1,565.22	5,000.00	(3,434.78)	16,448.04	30,000.00	(13,551.96)	-45.17%	32,896.08	60,000.00		
		00130024244302	R&M Materials/Distribution Repairs	11,000.00	-	916.67	(916.67)	-	5,500.00	(5,500.00)	-100.00%	-	11,000.00		
		00130024244303	R&M Materials/Service Pipe Repairs	40,000.00	(101,088.72)	3,333.33	(104,422.05)	-	20,000.00	(20,000.00)	-100.00%	-	40,000.00		
		00130024244304	R&M Materials/Street Repairs	10,000.00	0.01	833.33	(833.32)	-	5,000.00	(5,000.00)	-100.00%	-	10,000.00		
		00130024244305	R&M Materials/Street Resurface	7,000.00	-	583.33	(583.33)	-	3,500.00	(3,500.00)	-100.00%	-	7,000.00		
		00130024246015	Supplies/General/Restock	120,000.00	19,559.74	10,000.00	9,559.74	52,036.72	60,000.00	(7,963.28)	-13.27%	104,073.44	120,000.00		
		00130024247048	Purchases-Equip & Tools	15,000.00	84.40	1,250.00	(1,165.60)	1,852.02	7,500.00	(5,647.98)	-75.31%	3,704.04	15,000.00		
		00130024247103	Road Department Fees	60,000.00	(90,489.75)	5,000.00	(95,489.75)	-	30,000.00	(30,000.00)	-100.00%	-	60,000.00		
		00130024247203	Purchases -Services/Meter Installation	-	-	-	-	-	-	-	0.00%	-	-		
		00130024247207	Purchases -Services/Hydrant Inspection	475,000.00	18,250.00	39,583.33	(21,333.33)	36,500.00	237,500.00	(201,000.00)	-84.63%	73,000.00	475,000.00		
		00130024247221	Purchases -Services/Outside Contractors	400,000.00	3,055.00	33,333.33	(30,278.33)	106,845.65	200,000.00	(93,154.35)	-46.58%	213,691.30	400,000.00		
		00130034244202	R&M Equip/Tools/Rental	20,000.00	(87.55)	1,666.67	(1,754.22)	6,384.56	10,000.00	(3,615.44)	-36.15%	12,769.12	20,000.00		
		00130034246004	Supplies/Motor Oil	15,000.00	-	1,250.00	(1,250.00)	3,130.00	7,500.00	(4,370.00)	-58.27%	6,260.00	15,000.00		
		00130034246005	Supplies/Batteries	4,000.00	905.50	333.33	572.17	2,248.85	2,000.00	248.85	12.44%	4,497.70	4,000.00		
		00130034246006	Supplies/Gasoline	150,000.00	4,390.76	12,500.00	(8,109.24)	44,959.50	75,000.00	(30,040.50)	-40.05%	89,919.00	150,000.00		
		00130034246007	Supplies/Tires	25,000.00	1,746.00	2,083.33	(337.33)	7,105.40	12,500.00	(5,394.60)	-43.16%	14,210.80	25,000.00		
		00130034246014	Supplies/Auto Maintenance	110,000.00	10,602.57	9,166.67	1,435.90	37,472.84	55,000.00	(17,527.16)	-31.87%	74,945.68	110,000.00		
		00130034246021	Supplies/Janitorial	-	-	-	-	145.76	-	145.76	0.00%	291.52	-		
		00130034247001	General Expenditures	-	-	-	-	1,246.58	-	1,246.58	0.00%	2,493.16	-		
		00130034247209	Purchases-Services/Towing	6,000.00	-	500.00	(500.00)	490.00	3,000.00	(2,510.00)	-83.67%	980.00	6,000.00		
		00130034247216	Purchases-Services/Outside Vehicle Repair	100,000.00	9,545.06	8,333.33	1,211.73	40,028.94	50,000.00	(9,971.06)	-19.94%	80,057.88	100,000.00		
		SUBTOTAL DISTRIBUTION		6,314,200.00	386,099.90	526,183.32	(140,083.42)	2,458,603.10	3,157,100.00	(698,496.90)	-22.12%	4,917,206.20	6,314,200.00		

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department											
Department:		Laboratory									
Account Number	Description	Budget 12/31/2017	Actual 6/30/2017	Budget 6/30/2017	Variance	YTD Actual 6/30/2017	YTD Budget 6/30/2017	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget 12/31/2017
00135014251020	Salaries	1,573,000.00	164,714.86	131,083.33	33,631.53	668,859.15	766,500.00	(117,640.85)	-14.96%	1,337,718.30	1,573,000.00
00135014251090	Overtime	68,500.00	4,681.34	5,708.33	(1,026.99)	19,666.44	34,250.00	(14,583.56)	-42.58%	39,332.88	68,500.00
00135014255001	Conference & seminars	15,000.00	532.72	1,250.00	(717.28)	3,496.75	7,500.00	(4,003.25)	-53.38%	6,993.50	15,000.00
00135014256009	SUPPLIES / BOOKS & PUBLICATIONS	-	-	-	-	-	-	-	0.00%	-	-
00135014256010	SUPPLIES / STATIONARY & SUPPLIES	10,000.00	59.49	833.33	(773.84)	2,511.24	5,000.00	(2,488.76)	-49.78%	5,022.48	10,000.00
00135014256505	Printer Supplies	1,000.00	-	83.33	(83.33)	841.56	500.00	341.56	68.31%	1,683.12	1,000.00
00135014257109	Certification Fees	4,000.00	-	333.33	(333.33)	1,255.94	2,000.00	(744.06)	-37.20%	2,511.88	4,000.00
00135014257221	Contractors/USGS	132,000.00	-	11,000.00	(11,000.00)	27,055.00	66,000.00	(38,945.00)	-59.01%	54,110.00	132,000.00
00135024256001	SUPPLIES / LAB SUPPLIES-GENERAL	40,000.00	4,801.97	3,333.33	1,468.64	13,890.16	20,000.00	(6,109.84)	-30.55%	27,780.32	40,000.00
00135024256012	SUPPLIES / LAB CHEMICALS	40,000.00	1,977.22	3,333.33	(1,356.11)	5,549.56	20,000.00	(14,450.44)	-72.25%	11,099.12	40,000.00
00135024256013	SUPPLIES / LAB INSTRMNT PART/SERVICE/CALIB	49,000.00	910.80	4,083.33	(3,172.53)	1,893.99	24,500.00	(22,606.01)	-92.27%	3,787.98	49,000.00
00135024257001	PURCHASES / SMALL NON-CAP	5,000.00	-	416.67	(416.67)	-	2,500.00	(2,500.00)	-100.00%	-	5,000.00
00135024257003	LAB WATER ANALYSIS	55,000.00	23,724.00	4,583.33	19,140.67	45,762.50	27,500.00	18,262.50	66.41%	91,525.00	55,000.00
00135024257050	PURCHASES / FIELD INSTRUMENTS	10,000.00	-	833.33	(833.33)	8,496.60	5,000.00	3,496.60	69.93%	16,993.20	10,000.00
00135024257227	Contractor-Lab Services	35,000.00	-	2,916.67	(2,916.67)	-	17,500.00	(17,500.00)	-100.00%	-	35,000.00
00135024259502	Service contracts	40,000.00	-	3,333.33	(3,333.33)	172.50	20,000.00	(19,827.50)	-99.14%	345.00	40,000.00
00135034256001	SUPPLIES / LAB SUPPLIES-GENERAL	6,000.00	-	500.00	(500.00)	942.17	3,000.00	(2,057.83)	-68.59%	1,884.34	6,000.00
00135034256012	SUPPLIES / LAB CHEMICALS	12,000.00	616.52	1,000.00	(383.48)	12,346.65	6,000.00	6,346.65	105.78%	24,693.30	12,000.00
00135034256013	SUPPLIES / LAB INSTR PARTS/SERVICE/CALIB	10,000.00	490.34	833.33	(342.99)	2,027.99	5,000.00	(2,972.01)	-59.44%	4,055.98	10,000.00
00135034257001	GENERAL EXPENDITURES	3,000.00	-	250.00	(250.00)	-	1,500.00	(1,500.00)	-100.00%	-	3,000.00
00135034257003	PURCHASES / LAB WATER ANALYSIS	30,000.00	2,500.00	2,500.00	-	28,160.00	15,000.00	13,160.00	87.73%	56,320.00	30,000.00
00135034257060	LAB WATER ANALYSIS - EMERGING CONTAMINANTS	5,000.00	220.00	416.67	(196.67)	1,221.50	2,500.00	(1,278.50)	-51.14%	2,443.00	5,000.00
00135034257063	LAB WATER ANALYSIS/UCMR3	-	-	-	-	-	-	-	0.00%	-	-
00135034257051	GAS PRODUCTS - TANKS / REFILL	25,000.00	115.40	2,083.33	(1,967.93)	6,729.40	12,500.00	(5,770.60)	-46.16%	13,458.80	25,000.00
00135034259502	Service contracts	70,000.00	5,348.00	5,833.33	(485.33)	19,531.00	35,000.00	(15,469.00)	-44.20%	39,062.00	70,000.00
00135044256001	SUPPLIES / LAB SUPPLIES-GENERAL	15,000.00	70.00	1,250.00	(1,180.00)	1,180.23	7,500.00	(6,319.77)	-84.26%	2,360.46	15,000.00
00135044256002	SUPPLIES / LAB EQUIP	5,000.00	7,575.00	416.67	7,158.33	8,306.07	2,500.00	5,806.07	232.24%	16,612.14	5,000.00
00135044256012	SUPPLIES / LAB CHEMICALS	50,000.00	-	4,166.67	(4,166.67)	12,423.00	25,000.00	(12,577.00)	-50.31%	24,846.00	50,000.00
00135044256022	SUPPLIES / Lab Water Anal-LTZ Comp	30,000.00	-	2,500.00	(2,500.00)	-	15,000.00	(15,000.00)	-100.00%	-	30,000.00
00135044259502	Service contracts	24,000.00	-	2,000.00	(2,000.00)	14,896.91	12,000.00	2,896.91	24.14%	29,793.82	24,000.00
00135074256013	SUPPLIES / LAB INSTRMNT PART/SUPPLY	140,000.00	1,941.18	11,666.67	(9,725.49)	44,674.52	70,000.00	(25,325.48)	-36.18%	89,349.04	140,000.00
00135074259502	Service contracts	13,000.00	-	1,083.33	(1,083.33)	-	6,500.00	(6,500.00)	-100.00%	-	13,000.00
00135084256013	SUPPLIES / LAB INSTRMNT PART/SUPPLY	10,000.00	-	833.33	(833.33)	-	5,000.00	(5,000.00)	-100.00%	-	10,000.00
00135084257048	PURCHASES / EQUIP & TOOLS	30,000.00	-	2,500.00	(2,500.00)	809.96	15,000.00	(14,190.04)	-94.60%	1,619.92	30,000.00
	SUBTOTAL LABORATORY	2,555,500.00	220,278.84	212,958.30	7,320.54	952,700.79	1,277,750.00	(325,049.21)	-25.44%	1,905,401.58	2,555,500.00

PASSAIC VALLEY WATER COMMISSION

Table 21: O&M Expense Detail by Department

	Budget 12/31/2017	6/30/2017 Actual	6/30/2017 Budget	Variance	6/30/2017 YTD Actual	6/30/2017 YTD Budget	YTD Variance	YTD % Variance	Projected 2017 Actual	Budget 12/31/2017
TOTAL ALL DEPARTMENTS O&M EXPENSES	80,934,316.00	5,962,201.78	6,744,526.25	(782,324.47)	33,648,177.55	40,467,158.00	(6,818,980.45)	-16.85%	67,344,901.22	80,934,316.00

PASSAIC VALLEY WATER COMMISSION

RESOLUTION

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local Authority to cause an annual audit of its accounts to be made, and

WHEREAS, the annual audit report for the fiscal year ended December 31, 2016 has been completed and filed with the Governing Body and the Director of the Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15, and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each Authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board, and

WHEREAS, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17,

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Passaic Valley Water Commission hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the annual audit report for the fiscal year ended December 31, 2016, and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

BE IT FURTHER RESOLVED that the Secretary of the Commission is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON _____, 2017.

Secretary

Date

**LOCAL AUTHORITIES
GROUP AFFIDAVIT FORM**

**PRESCRIBED BY
THE NEW JERSEY LOCAL FINANCE BOARD**

AUDIT REVIEW CERTIFICATE

We, the members of the governing body of the Passaic Valley Water Commission, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Passaic Valley Water Commission.
2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the annual audit report for the fiscal year ended December 31, 2016 and specifically the sections of the audit report entitled "General Comments" and "Recommendations".

(Print)

(Signature)

Sworn to and subscribed before me

this ____ day of _____, 2017

Notary Public of New Jersey



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-82

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: AUGUST 16, 2017

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

COMMISSIONER: offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER:

AYES: Time:

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

PRESIDENT
GERALD FRIEND

SECRETARY
DAVID BLUMENTHAL



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

RESOLUTION(S)

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, under Contract 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" (the "Contract"), Siemens Industry, Inc. of Florham Park, New Jersey ("Siemens") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing September 16, 2015; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about September 15, 2017, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning September 16, 2017 and ending on September 15, 2019; all as indicated in the Director of Engineering's memorandum dated July 26, 2017, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated July 26, 2017, along with the Contractor's correspondence dated July 20, 2017 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$605,263.00; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" to Siemens Industry, Inc. of Florham Park, New Jersey commencing September 16, 2017 and expiring on September 15, 2019; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$605,263.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension 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.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
GERALD FRIEND**

**Secretary
DAVID BLUMENTHAL**

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-30
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE,
TESTING AND PROTECTIVE DEVICE CALIBRATION"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED JULY 26, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: July 26, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration"

Under Contract 15-B-30 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration", Siemens Industry, Inc. (the "Contractor") of Florham Park, New Jersey has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on September 16, 2015. This 2-year contract, which is otherwise scheduled to end on or about September 15, 2017, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum dated July 26, 2017 along with the Contractor's correspondence dated July 20, 2017 agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that, subject to review and approval by the Law Department, Contract 15-B-30 be extended for a 2-year period of time beginning September 16, 2017 and ending on September 15, 2019. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$605,263.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-30
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE,
TESTING AND PROTECTIVE DEVICE CALIBRATION"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED JULY 26, 2017 AND
CONTRACTOR'S CORRESPONDENCE
DATED JULY 20, 2017**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 26, 2017

FROM: Purchasing Department

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

RE: **Contract # 15-B-30 – “ Electrical System Inspection, Maintenance,
Testing and Protective Device Calibration”**

The above referenced contract is due to expire 9/15/17. In accordance with the provisions of N.J.S.A. 40A:11 et seq., L1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **Siemens Industry, Inc.**, has agreed to a two (2) year extension at no increase in cost. The Finance Department has “Certified the Availability of Funds” (documentation attached).

Current Contract Amount (Two Years) = \$605,263.00

Extension Amount (Two Years) = \$605,263.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Duprey, Jim

From: Gaitane, Amy [mailto:amy.gaitane@siemens.com]
Sent: Thursday, July 20, 2017 3:25 PM
To: Duprey, Jim
Subject: Re:

Siemens Industry Inc. hereby agrees to a 2 year extension of Contract 15B30 “Electrical System Inspection, Maintenance, Testing and Protective Device Calibration” in accordance with Terms & Conditions of said contract at the negotiated index adjustment of 0%.

Please advise if you need additional information.

Thank you for the opportunity to provide our services.

Regards,

Amy Gaitane

Account Executive Electrical Services

Siemens Industry, Inc

Building Technologies

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 15-B-30
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE,
TESTING AND PROTECTIVE DEVICE CALIBRATION"**

PVWC'S FINANCIAL CERTIFICATION

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: **15-B-30 - (2 Year Extension)**
Siemens Industry, Inc.

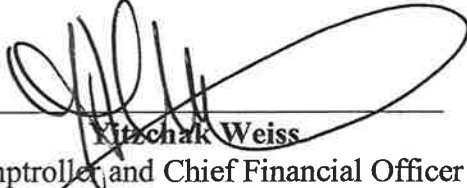
Amount of Project or Contract: \$ 605,263.00

1. Acct: # 001-1502-422-04-04 Repair & Maintenance / Outside Contractors

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

Other comments: Two (2) Year Contract - Contract Commencing: September 2017
Electrical System Inspection, Maintenance, Testing and
Protective Device Calibration

Date of Certification: 07/26/2017 Certified: \$ 605,263.00


Fitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC, and the said six-month maintenance contract which will end on or about September 30, 2017 is due for renewal; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated July 27, 2017 recommending renewal of the maintenance contract with Sungard Public Sector (hereinafter the "Contract") in accordance with N.J.S.A. 40A:11-5 (dd) relating to proprietary software and/or hardware, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a copy of the Contract, in the total amount of \$60,592.53 (and including a breakdown of applications and related fees), is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed the above-referenced correspondence and Contract and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed Contract as to form and legality); and

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

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of Sungard Public Sector (the "Awardee") with regard to the Contract at this time;

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

1. That PVWC hereby awards a six-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$60,592.53; 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.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
GERALD FRIEND

Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED JULY 27, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 27, 2017

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **System Software Semi-Annual Maintenance**

Our six (6) month maintenance contract with Sungard Public Sector is due for renewal on October 1, 2017 (breakdown of applications and fees for each is attached). The total amount for renewal is \$60,592.53 The Finance Department has certified the availability of funds (attached).

As proprietary software, this award without bidding is provided for under LCPL 40A:11-5 (dd).

Respectfully submitted,

Gregg B Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

PASSAIC VALLEY WATER COMMISSION

**RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM**

**SUNGARD PUBLIC SECTOR'S
MAINTENANCE CONTRACT**

EXHIBIT B

SUNGARD PUBLIC SECTOR
LOCAL GOVERNMENT

CONFIDENTIAL

Code	Customer	Contract #	Application	Qty	Annual		6 Month Fee
					10/1/16-9/30/17	10/1/17-9/30/18	10/1/17-9/30/18
2181LG	Passaic Valley Water	9900648	Retrofit Modification Option	21	\$ 2,100.00	\$ 2,100.00	\$ 1,050.00
2181LG	Passaic Valley Water	9900189	QRep Administrator	1	\$ 361.68	\$ 379.76	\$ 189.88
2181LG	Passaic Valley Water	9900189	QRep End User	3	\$ 1,085.04	\$ 1,139.29	\$ 569.65
2181LG	Passaic Valley Water	20011068	CIS Voice Response Selection	1	\$ 1,843.06	\$ 1,935.21	\$ 967.61
2181LG	Passaic Valley Water	20020713	Electronic Learning Pass (HELP) Card-LF	1	\$ 5,300.00	\$ 5,300.00	\$ 2,650.00
2181LG	Passaic Valley Water	20040233	NAVI - Continuing Property Records	1	\$ 13,318.78	\$ 13,984.72	\$ 6,992.36
2181LG	Passaic Valley Water	20040233	NAVI - WorkOrders/Fac Mgmt.	1	\$ -	\$ -	\$ -
2181LG	Passaic Valley Water	20040233	NAVI - Cash Receipts	1	\$ 3,419.54	\$ 3,590.52	\$ 1,795.26
2181LG	Passaic Valley Water	20040233	NAVI - Customer Information Systems	1	\$ 27,351.84	\$ 28,719.43	\$ 14,359.72
2181LG	Passaic Valley Water	20040233	NAVI-GMBA	1	\$ 13,469.50	\$ 14,142.98	\$ 7,071.49
2181LG	Passaic Valley Water	20040233	Naviline-Land/Parcel Management	1	\$ 3,570.22	\$ 3,748.73	\$ 1,874.37
2181LG	Passaic Valley Water	20040233	NAVI-Accounts Receivable	1	\$ 4,758.38	\$ 4,996.30	\$ 2,498.15
2181LG	Passaic Valley Water	20040233	NAVI-PURCHASING INVENTORY	1	\$ 7,395.46	\$ 7,765.23	\$ 3,882.62
2181LG	Passaic Valley Water	20040233	NAVI-Payroll/Personnel	1	\$ 4,683.02	\$ 4,917.17	\$ 2,458.59
2181LG	Passaic Valley Water	20040233	NAVI-DMS - Document Management Services	1	\$ 1,125.10	\$ 1,181.36	\$ 590.68
2181LG	Passaic Valley Water	20040233	Catalogs for CPJ,CRJ,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WFJ	9	\$ 3,119.58	\$ 3,275.56	\$ 1,637.78
2181LG	Passaic Valley Water	20040668	Click2Gov Core Module Embedded (2)	1	\$ 1,912.60	\$ 2,008.23	\$ 1,004.12
2181LG	Passaic Valley Water	20040668	Click2Gov Customer Information Module	1	\$ 5,952.32	\$ 6,249.94	\$ 3,124.97
2181LG	Passaic Valley Water	20040771	NAVI - Contact Management	1	\$ 8,954.56	\$ 9,402.29	\$ 4,701.14
2181LG	Passaic Valley Water	20040771	Q-Rep Web Intranet	20	\$ 1,302.40	\$ 1,367.52	\$ 683.76
2181LG	Passaic Valley Water	090324	QRep Catalogs for K1 & KL	2	\$ 691.04	\$ 725.59	\$ 362.80
2181LG	Passaic Valley Water	09776	OnePoint Point of Sale	1	\$ 1,878.06	\$ 1,971.96	\$ 985.98
2181LG	Passaic Valley Water	00001293	QRep End User	1	\$ 284.12	\$ 298.33	\$ 149.16
2181LG	Passaic Valley Water	00000814.0	Selectron Credit Card Payment I/F - CIS	1	\$ 535.44	\$ 562.21	\$ 281.11
2181LG	Passaic Valley Water	00000814.0	CIS Voice Response Interface - Selectron	1	\$ 1,354.98	\$ 1,422.73	\$ 711.36
Total					\$ 115,766.72	\$ 121,185.06	\$ 60,592.53

4/6/17 Prepared by JB
4/6/17 Sent to Greg Lucianan

NOTE:
A 5% increase will be applied to your maintenance in 2017.

Retrofit Mods are subject to change.
The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.

PASSAIC VALLEY WATER COMMISSION
RENEWAL OF SIX-MONTH CONTRACT FOR MAINTENANCE OF
PVWC'S PROPRIETARY SOFTWARE SYSTEM
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 : **Sungard Public Sector**

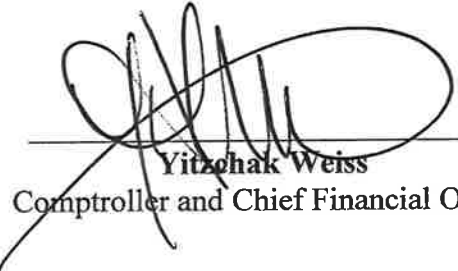
Amount of Project or Contract: \$ 60,592.53

1. Acct: # 001-0901-419-95-02 Capital / Pre-Paid Service Contracts

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

Other comments: Six (6) Contract Commencing: October 2017
System Software Semi-Annual Maintenance

Date of Certification: 07/27/2017 Certified: \$ 60,592.53


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-49 (Re-Solicitation) entitled "Professional Services for Background Checks" (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 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 received only one response for the Project, which response was subsequently rejected; and

WHEREAS, following rejection, without prejudice, of the one response received for the Project, PVWC re-solicited for professional services (or extraordinary unspecifiable services), through the Fair and

Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; 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, in the second solicitation for responses for the Project PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from two (2) professional services providers (or provider of extraordinary unspecifiable services); and

WHEREAS, the responses received for the re-solicited Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the responses received, the firm of Staff Investigations, Inc. of Hillsborough, 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 June 29, 2017 (hereinafter the "Response"); and

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

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

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 Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$29,500.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to 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.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
GERALD FRIEND

Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

17-P-49

Bids Received: 6/29/2017

BIDDERS	Ownership, Insurance, BRC & EEO	TOTAL AMOUNT OF CONTRACT	REMARKS
Staff Investigations, Inc. PO Box 170 Somerville, NJ 08876 908-707-8788 rbrown@staffinvestigations.com	Ownership <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC <input checked="" type="checkbox"/> EEO <input type="checkbox"/>	\$29,500.00	
Steven Olimpio Detective Agency 160 Miller Road Kinnelon, NJ 07405 973-934-1441 steveolimpio@gmail.com	Ownership <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC <input type="checkbox"/> EEO <input type="checkbox"/>	\$29,500.00	
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-49 (Re-Solicitation)
PROFESSIONAL SERVICES FOR BACKGROUND CHECKS**

FORM OF AGREEMENT

EXHIBIT A

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 _____ ("Consultant" and/or "Professional"), a public or private investigative agency legally authorized to conduct such searches and related investigative activities in the State of New Jersey, having a place of business at _____.

WHEREAS, PVWC desires professional services to assist PVWC in designing and implementing a background check procedure for certain PVWC employees and new hires, and certain visitors under Project 17-P-49 (Re-Solicitation) "Professional Services for Background Checks" (hereinafter the "Project") as described in the proposal of Consultant dated June 29, 2017 (hereinafter the "Proposal"): a copy of the Scope of Services is annexed hereto as Exhibit "A" and made a part hereof; and

WHEREAS, PVWC requires professional services to assist it in implementing the Project; and

WHEREAS, Consultant represents that it has the experience and the required professional knowledge, licensure and/or required statutory authority in the State of New Jersey, to provide the consulting services required by PVWC in this regard; and

WHEREAS, the Agreement shall be for a one year period of time commencing on the Effective Date of this Agreement as defined in Paragraph 18 herein, and for any extended periods authorized by PVWC; and

WHEREAS, PVWC and Consultant are desirous of entering into a consulting agreement to cover the scope of work outlined in the Proposal;

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

1. Consultant shall provide the services as outlined in the scope of services set forth in Exhibit A ("Scope of Services") and the proposal ("Proposal") as set forth in Attachment A, both of which are attached hereto and made a part hereof in their entirety. Consultant's obligations under this Agreement are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder. To the extent that the Proposal may be deemed to conflict with the Scope of Services, or any other term of this Agreement, the Scope of Services and/or the applicable term shall govern.

2. Consultant shall perform the professional services under this Agreement at a level customary for competent and prudent professionals performing such services at the time and place where the services are provided ("Standard of Care"). These services will be provided by investigators explicitly authorized by law and/or duly licensed and in good standing in the State of New Jersey; and, other professionals and individuals skilled in other technical disciplines, as appropriate. Consultant 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 Consultant shall conform to the generally accepted standards applicable to employee background investigations. Consultant agrees to indemnify and hold PVWC harmless from all losses and damages resulting from Consultant's failure to meet the Standard of Care. Further, Consultant shall correct and re-perform any services not conforming to the required standard without additional compensation and cost to PVWC; including, but not limited to, redrafting of reports and the conducting of additional searches, as deemed necessary by PVWC. In addition, Consultant 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 the services by the Consultant, hereunder.

3. The cost of services performed by Consultant pursuant to this Agreement shall be performed for the Not-to-Exceed amount of \$29,500.00 (computed by taking the \$295.00 per Individual Background Screening Service and multiplying it by the stipulated quantity of 100 Individual Background Screening Services), all as set forth in the Response; and all as ordered in writing by PVWC. Consultant shall invoice PVWC for the completion of Individual Background Screening Services, as ordered in writing by PVWC and properly performed by the Consultant, with invoicing to be on a monthly basis. The said stipulated quantity will be used by PVWC for purposes of comparing Responses. The actual quantity of Individual Background Screening Services ordered by PVWC may vary somewhat, but not

substantially, from the stipulated quantity set forth hereinabove; all at PVWC's sole discretion. When the billing amount for actual work performed and costs incurred during the period covered by the cycle covered by the invoice is less than \$1,000, the Consultant shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by Consultant 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 Consultant that the proposed scope of services to be performed on the different aspects of the project will exceed that which was anticipated in the Proposal, Consultant shall clearly indicate same in its continuing written reports.

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

5. PVWC will provide to Consultant all available information, including previous reports and any other data in its possession relevant to the subject project.

6. Both PVWC and Consultant 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 shall be deemed to be completed when background checks of individuals ordered by PVWC have been completed.

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

9. Consultant shall hold secret and confidential all information obtained by it in the course of its investigation of PVWC employees and prospective employees. Consultant shall not reveal any designated confidential information to a third party at any time unless compelled to do so by subpoena or court order. In the event that Consultant is compelled to provide confidential information to a third party, it shall immediately inform PVWC of that fact, and cooperate in all of PVWC's efforts to contest the subpoena or other directive to disclose confidential information. Consultant may only communicate information obtained during the course of background checks to PVWC Special Labor Counsel through James Gallagher, PVWC's Personnel Director, and must do so in the strictest confidence while maintaining all court-recognized and any other privileges recognized in applicable law.

10. Consultant shall maintain insurance against the following risks during the term of this Agreement, terms and amounts satisfactory to PVWC's Risk Manager:

a. Worker's Compensation in statutory amounts and Employer's Liability for Consultant's employees' project 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 consultant's performance under this Agreement; and

c. Professional Liability in the amount of not less than \$3,000,000 for legal obligations arising out of Consultant's failure to meet the Standard of Care or other items covered under such Professional Liability policy.

d. Consultant shall provide to PVWC certificates of insurance or other sufficient written evidence as to each of the above which conclusively demonstrate 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, parties agree and consent to the action being initiated in the Superior Court of New Jersey, Passaic County, or such other venue as is mutually agreeable.

12. Consultant represents that it is an independent contractor and not an employee of PVWC.

13. All notices required or intended under this Agreement may be delivered in person, by facsimile, e-mail or express mail. All notices shall be effective upon the date of receipt by the parties. An address may only be changed by written notice to the other party:

To: Passaic Valley Water Commission
1525 Main Avenue
P.O. Box 230
Clifton, NJ 07011
Attn: James Gallagher, Personnel Director

To: Consultant

Attn: _____

Notices shall be delivered or sent to the other party at the address appearing in this Agreement.

14. 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.

15. 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 fifteen (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.

16. This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between PVWC and Consultant. 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 Consultant.

17. 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.

18. 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.

19. Consultant's Schedule of Rates for each individual search and any special services, such as follow-up, on-site investigations and other extraordinary expenses are attached hereto and made a part hereof as Exhibit C.

20. Consultant 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 Consultant and without providing any additional compensation to Consultant; 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 Consultant shall become the property of PVWC, provided, however, that Consultant shall have the right to their use, consistent with the terms and intent of this Agreement, as well as applicable law, regulation and ethical standards.

21. PVWC designates Mr. James Gallagher, Personnel Director as its designated representatives 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 this designee from time to time and will notify Consultant of any change(s) in writing.

22. 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.

ATTEST:

CONSULTANT

ATTEST:

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

GERALD FRIEND
President

EXHIBIT A

SCOPE OF SERVICES

Individual Background Screening Services shall be defined and performed as set forth below under Article I "Vendors" and under Article II "PVWC Employees and Prospective PVWC Employees Selected by PVWC", as applicable, and as ordered in writing by PVWC. The price per Individual Background Screening Service submitted by the Consultant in their Response shall be the same for the required services set forth in Article I "Vendors" as for the required services set forth in Article II "PVWC Employees and Prospective PVWC Employees Selected by PVWC", regardless of any differences in the said required services (or related costs) for Article I or II. PVWC anticipates that the number of Individual Background Screening Services under Article I will likely be significantly more than the number of Individual Background Screening Services under Article II.

I. VENDORS

1. With respect to goods and/or service providers and visitors to PVWC's premises ("Premises") - as set forth in Exhibit C, as may be modified by PVWC from time-to-time) (e.g., providers of goods and/or services delivering items, commodities or other deliverables by way of vehicles) to the Little Falls Water Treatment Plant ("LFWTP"), the Consultant shall perform a background check on each individual accompanying the delivery onto the Premises in accordance with internal security and Office of Homeland Security expectations and practices, This includes, but is not be limited to, completing the research as soon as possible, and responding to PVWC promptly enough to make the results of said research useful within a reasonable time period. Consultant shall provide adequate, competent, qualified, and experienced staff to accomplish all of the required tasks set forth herein. The preferable process would always be to have the names of visitors submitted at least 72 hours prior to entrance, but this will not always be practical.

2. Any names and aliases associated with the subject, married names, all "associated" persons, all relatives, business affiliations, any additional social security numbers, etc.; and, whether any of those topics are a "hit" on potential goods and/or service providers or visitors shall be included as a part of the search performed by, and analyzed by, the Consultant's qualified personnel. In that instance, the said individuals listed above shall be vetted along with the subject themselves, especially if these are non-employees who are to be granted access to the Premises, whether restricted access or unrestricted. Same would apply with respect to guests for events. The Consultant shall do background checks on the businesses, the associated persons, the associated names, the associated social security numbers, etc., as well as the subject, and the subject's company.

3. Consultant shall perform research to compare subject's name, any aliases, uses, and the names of known associates, to names that appear on the U.S. Department of Treasury Office of Foreign Assets Control, Executive Order 13224's, designated "Watch List". Due to the commonality of many names on this list, the appearance of similar names connected to the subject in relational databases is not 100% proof of association with the designated entity/individual named on the watch list; however, it is cause to inquire further, should PVWC or the Consultant deem it prudent to do so.

II. PVWC EMPLOYEES AND PROSPECTIVE PVWC EMPLOYEES SELECTED BY PVWC

The following is also required with respect to those specific PVWC employees and prospective PVWC employees selected by PVWC's designated representative, and discretionary as to goods and/or service providers and visitors:

1. A questionnaire shall be designed by the Consultant and subject to approval by PVWC, eliciting the specific information sought, sufficient to verify through a thorough research process, as well as provide authorization to both the Consultant and PVWC to cooperate in performing the necessary credit history research, as well. Credit research may be waived by the Consultant in the case of goods and/or service providers, and others if credit research is deemed unnecessary by the Consultant's representative in charge of the program, but is not waiveable as to those PVWC employees or prospective PVWC employees selected by PVWC's designated representative. The completion of a form by the employee is particularly important because anything developed that deviates from the data supplied by the employee or prospective employee is an immediate cause for concern. It also allows PVWC and the Consultant to gain certain material information without asking specific questions. This form shall receive prior written approval from PVWC's designated representative before being utilized by the Consultant.

2. Consultant shall perform research to compare applicant's name, any aliases, uses, and the names of known associates, to names that appear on the U.S. Department of Treasury Office of Foreign Assets Control, Executive Order 13224, designated "Watch List". Due to the commonality of many names on this list, the appearance of similar names connected to the employee in relational databases is not 100% proof of association with the designated entity/individual named on the watch list; however, it is cause to inquire further, should PVWC's designated representative or the Consultant deem it prudent to do so.

3. Consultant shall research the applicant's State-level criminal history in all states of residency for the previous 10 years, and shall research Federal, State and Local-level criminal history covering the same time period.

4. Consultant shall research the applicant's driving history in all states of residency for the previous 10 years. This is primarily intended to identify any controlled

dangerous substance or alcohol related, or other violations, which might be indications of a greater security problem.

5. Consultant shall research the applicant's detailed credit history.

6. Consultant shall research the applicant's civil history in all jurisdictions in which the applicant has resided for the last ten (10) years, to the extent it is available in the databases.

7. The Consultant shall provide an in-person interview (by the Consultant's designated investigator with demonstrable, prior; extensive, relevant experience) if deemed necessary by the Consultant to cover any discrepancies between the applications and the investigative results as well as providing the opportunity to evaluate the employee/prospective employee. Experience has shown that, just the knowledge that this interview will take place, will advance the goal of eliciting truthful questionnaire responses from the employee or prospective employee.

Once all of the above is completed, the Consultant shall evaluate the intelligence gained and provide PVWC's designated representatives with a confidential report identifying any and all issues that may require further attention.

In the event the above-described research unearths issues that, in the opinion of the Consultant, are of significant concern, those instances shall be conveyed to PVWC's designated representatives as soon as reasonably practical.

END OF EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT A

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-49 (Re-Solicitation)
PROFESSIONAL SERVICES FOR BACKGROUND CHECKS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 17-P-49 – Professional Services for Background Checks. (**Staff Investigations, Inc.**).

Amount of Project or Contract not to exceed: **\$29,500**

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 17-P-60 (Re-Solicitation) entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement 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 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 received only one response for the Project, which response was subsequently rejected; and

WHEREAS, following rejection, without prejudice, of the one response received for the Project, PVWC re-solicited for professional services (or extraordinary unspecifiable services), through the Fair and

Open Process in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7; 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, in the second solicitation for responses for the Project PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the re-solicited Project from two (2) professional services providers (or provider of extraordinary unspecifiable services); and

WHEREAS, the responses received for the re-solicited Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the responses received, the firm of JGSC Group, LLC of Merchantville, 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 June 29, 2017 (hereinafter the "Response"); and

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

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

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 Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$140,000.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract(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 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.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
GERALD FRIEND

Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

17-P-60

Bids Received: 6/29/2017

BIDDERS	Ownership, Insurance, BRC & EEO	TOTAL AMOUNT OF CONTRACT	REMARKS
JGSC Group, LLC PO Box 1148 Merchantville, NJ 08109 856-662-8800 ext 702 856-662-8800 fax	Ownership <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/>	Joe Getz \$165 per hr Lendel Jones \$130 per hr Carol Jones \$110 per hr	jgetz@jgscgroup.com
Rowbear Consulting PC 527 Bangs Avenue Asabury Park, NJ 07712 609-571-8381 mrobert@rowbearconsulting.com	Ownership <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/>	Rate A = B Totals + 10% fee= Rose Reichman \$176.33 per hr Nancy Coopersmith \$131.01 per hr Mark Lo Bello \$226.71 per hr Edward Marcus \$100.76 per hr.	
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-60 (Re-Solicitation)
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

FORM OF AGREEMENT

EXHIBIT A

FORM OF AGREEMENT

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and JGSC Group, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at P.O. Box 1148 Merchantville, New Jersey 08109.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-60 (Re-Solicitation) entitled "Professional Services for Public Outreach and Participation for the Water Storage Improvement Projects" (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 June 29, 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 \$140,000.00. 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 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.

JGSC GROUP, LLC

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

(On File in the Office of the Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-60 (Re-Solicitation)
PROFESSIONAL SERVICES FOR PUBLIC OUTREACH
AND PARTICIPATION FOR THE WATER
STORAGE IMPROVEMENT PROJECTS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 17-P-60 – Professional Services for Public Outreach & Participation for the Levine Water Storage Improvements. (**JGSC Group, LLC**).

Amount of Project or Contract not to exceed: **\$140,000**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-47 ENTITLED "PROFESSIONAL SERVICES
FOR GIS TO CIS INTEGRATION"**

**CONTRACT AMENDMENT FOR ADDITIONAL
PROFESSIONAL SERVICES**

DATE OF ADOPTION:

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Project 16-P-47 entitled "Professional Services for GIS to CIS Integration" (the "Project") was awarded to Hatch Mott MacDonald, LLC ("Mott MacDonald") of Iselin, New Jersey at PVWC's Commission Meeting dated February 17, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$380,750.00; and

WHEREAS, PVWC desires additional professional services to further enhance use of the GIS/CIS integration products as well as the overall functionality of the GIS/CIS system; and

WHEREAS, at PVWC's request, Mott MacDonald has submitted a proposal dated June 15, 2017 (the "Proposal") to modify the Project to include additional professional services related to the above, and which were not included under the Project; and

WHEREAS, a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and hereby made a part hereof (as Attachment A to Exhibit B referenced below); and

WHEREAS, the Director of Engineering has reviewed Mott MacDonald's Proposal for the additional professional services as set forth hereinabove and find it to be reasonable, considering the nature and scope of additional professional services involved, and has

recommended that the said additional professional services, and additional costs related thereto, be approved; and

WHEREAS, a copy of the Director of Engineering's memorandum dated July 20, 2017 recommending approval of the said additional professional services is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the previously approved not-to-exceed total price of \$380,750.00 is hereby increased by the additional amount of \$63,000.00 (a 16.5% increase) as set forth herein, for a revised not-to-exceed total price of \$443,750.00 for the Project; and

WHEREAS, the said modifications will be incorporated into the Contract Amendment to the Agreement for the Project (the "Contract Amendment"), the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards the Contract Amendment for additional professional services (as set forth in Mott MacDonald's Proposal dated June 15, 2017) which additional professional services result in an increase of

\$63,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-47 from \$380,750.00 to \$443,750.00; all as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the Contract Amendment and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Contract Amendment shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

**President
GERALD FRIEND**

**Secretary
DAVID BLUMENTHAL**

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-47 ENTITLED "PROFESSIONAL SERVICES
FOR GIS TO CIS INTEGRATION"**

**CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES**

**DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED JULY 20, 2017**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 20, 2017

To: Hon. Commissioners

From: J. Duprey

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

Re: Project 16-P-47 "Professional Services for
GIS to CIS Integration"-Contract Amendment
for Additional Professional Services

Summary

It is recommended that, under Project 16-P-47, Mott MacDonald, LLC of Iselin, New Jersey be awarded an increase of \$63,000.00 (increasing the total previously approved not-to-exceed amount for Project 16-P-47 from \$380,750.00 to \$443,750.00) to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Mott MacDonald's proposal dated June 15, 2017. These recommended additional professional services under this proposed Contract Amendment to Agreement for the Project are set forth in more detail below.

Background

Project 16-P-47 "Professional Services for GIS to CIS Integration" (the "Project") was awarded to Hatch Mott MacDonald, LLC ("Mott MacDonald") of Iselin, New Jersey at PVWC's Commission Meeting dated February 17, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$380,750.00.

PVWC desires additional professional services to further enhance use of the GIS/CIS integration products as well as the overall functionality of the GIS/CIS system, thus expanding the scope of services of the existing contract beyond that which was originally anticipated. These additional services were not included in the original RFP because they could not be quantified until PVWC's designated personnel had gained sufficient experience utilizing the new system.

At PVWC's request, Mott MacDonald has submitted a proposal dated June 15, 2017 (the "Proposal") to modify the Project to include the additional professional services related to the above, and which were not included under the Project.

A copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto (as an attachment to Exhibit B referenced below).

Mott MacDonald's Proposal for the additional professional services as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional professional services involved.

It is recommended that, under Project 16-P-47, Mott MacDonald be awarded an increase of \$63,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 16-P-47 from \$380,750.00 to \$443,750.00 (a 16.5% increase) to provide PVWC with additional professional services related to the Project under the Contract Amendment as set forth in the attached copy of the Proposal.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is included in Exhibit B.

PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-47 ENTITLED "PROFESSIONAL SERVICES
FOR GIS TO CIS INTEGRATION"

CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES

FORM OF AMENDMENT TO AGREEMENT
AND MOTT MACDONALD'S PROPOSAL
DATED JUNE 15, 2017

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
(PROJECT 16-P-47)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Mott MacDonald, LLC (formally Hatch Mott MacDonald), (a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (collectively the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 16-P-47 entitled "Professional Services for GIS to CIS Integration" (hereinafter the "PROJECT"); and

WHEREAS, at PVWC's request, PROFESSIONAL has submitted a proposal dated June 15, 2017 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of \$380,750.00 for the PROJECT is hereby increased by \$63,000.00 for a revised not-to-exceed total amount of \$443,750.00; and

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

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

MOTT MACDONALD, LLC

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-47 ENTITLED "PROFESSIONAL SERVICES
FOR GIS TO CIS INTEGRATION"

CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES

MOTT MACDONALD'S PROPOSAL
DATED JUNE 15, 2017

ATTACHMENT A

June 15, 2017

Patrick Porcaro, P.E.
Principal Engineer
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

RE: Proposal for Project Enhancements to Project #16-P-47
Professional Services for GIS to CIS Integration

We are proposing the following project enhancements as described in the tasks summarized below, subject to reimbursement for time and material costs not to exceed \$63,000 for the on-going Project #16-P-47.

Task A: Make enhancements to the electronic field worksheets to collect more detailed information from inspectors and program reports to automatically update GIS attributes to continuously maintain the master geodatabase as worksheets are approved by Supervisors. Link reports for long duration projects where multiple inspectors could be used.

Task B: Modify workflow for electronic field worksheets to distribute work between the field inspectors and supervisors. Automatically notify appropriate personnel to schedule repair work that is required or notify personnel when hydrants are placed out-of-service or put back into service.

Task C: Develop a new "General Service Line Inspection" worksheet to allow employees to inspect and certify the type of material of the general service line inside the customer's building.

Task D: Make PVWC's inventory and photograph links accessible to field worksheets for keeping track of materials used for each job.

Task E: Develop advanced queries to generate reports from all electronic worksheets to be used for summarizing various types of data that has been inputted by the PVWC inspectors or supervisors over a specified time period by jurisdiction(s).

Examples are 1) Materials Used; 2) Information on police hired to perform traffic control; 3) Permits taken out; 4) Number of hydrants replaced / installed / inspected, main breaks repaired, valves replaced, service lines replaced / installed / inspected; 5) Grade performance of inspectors based on percentage of form filled out.

Task F: Develop advanced queries to generate reports from the CIS - GIS interface tables and show map symbology to summarize various types of data over a specified time period by jurisdiction(s).

Examples are 1) Total customer consumption; 2) Delinquent customers who owe more than a specified amount; 3) Meters not reading over a specified number of consecutive readings; 4) Meter sizes and installation dates; 5) Customer exemptions for sensitive population groups; 6) Customer account validation with exceptions.

Task G: Import service measurement card database into geodatabase with historical service cards and field notes. Create map symbology based on material of service line for PVWC and private portion of service or based on historical information.

This additional Work shall be conducted in accordance with the terms and conditions of the current active agreement.

Sincerely,



James Forster
Vice President

PASSAIC VALLEY WATER COMMISSION
CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR
PROJECT 16-P-47 ENTITLED "PROFESSIONAL SERVICES
FOR GIS TO CIS INTEGRATION"

CONTRACT AMENDMENT FOR
ADDITIONAL PROFESSIONAL SERVICES

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 Engineering Services for Project # 16-P-47 – Professional Services for Professional Services for GIS to CIS Integration - Change Order # 1. (**Hatch, Mott, MacDonald, LLC**).

Amount of Project or Contract not to exceed: **\$443,750**

Original contract amount was \$380,750. This change order increases the total amount by \$63,000

1. Acct #: 001-0901-419.95-07 **BUDGET 2017**

Other Comments: **Capital project**

Date of Certification: June 30, 2017



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

**PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A WATER SUPPLY
AGREEMENT FOR WATER SUPPLY TO THE
BOROUGH OF RIVERDALE**

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

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, Passaic Valley Water Commission ("PVWC") currently supplies water to the Borough of Riverdale (also referred to herein as the "Borough"); and

WHEREAS, PVWC and the Borough 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, as amended, for the continued sale of water to the Borough; and

WHEREAS, a copy of the agreement between PVWC and the Borough (the "Agreement"), along with a copy of PVWC's memorandum dated July 20, 2017, is 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 Borough 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, 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 Agreement between PVWC and the Borough of Riverdale.
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.	_____	_____	_____	_____
VANNOY, R.	_____	_____	_____	_____
BLUMENTHAL, D.	_____	_____	_____	_____
KOLODZIEJ, J.	_____	_____	_____	_____
SANCHEZ, R.	_____	_____	_____	_____
RODRIGUEZ, I.	_____	_____	_____	_____
FRIEND, G.	_____	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.

President
GERALD FRIEND

Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of August 16, 2017.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PVWC'S MEMORANDUM
DATED JULY 20, 2017
AND THE
WATER SUPPLY AGREEMENT FOR WATER SUPPLY TO THE
BOROUGH OF RIVERDALE**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTER-OFFICE MEMORANDUM**

Date: July 20, 2017

To: Hon. Commissioners

From: J. Bella
J. Duprey

cc: L. Amodio
G. Hanley

Re: Borough of Riverdale-Water Supply Agreement

Enclosed for your consideration is a copy of the resolution and water supply agreement with the Borough of Riverdale (the "Borough").

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, and a copy of the agreement between PVWC and the Borough (the "Agreement") is attached hereto as Exhibit A.

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 year 2017 wholesale rate of \$2,634.01 per million gallons, and the Annual Minimum Purchase Requirement of 100 MGY over the 25-year duration of the Agreement, the total equates to approximately \$6,585,000 (\$263,400 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).

BOROUGH OF RIVERDALE

MORRIS COUNTY, NEW JERSEY

Paul M. Carelli
Mayor

Abubakar T. Jalloh
*Registered Municipal
Clerk*



July 12, 2017

Mr. Rigo Sanchez, President
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

Re: Shared Services Agreement

Dear Mr. Sanchez:

Enclosed please find an executed copy of the Shared Services Agreement between the Passaic Valley Water Commission and the Borough of Riverdale. A copy of the authorizing resolution is also enclosed. When the document has been fully executed, please forward a copy to the Borough of Riverdale for our records.

Please contact our office if you need anything further.

Very truly yours,

A handwritten signature in cursive script that reads "Linda Forbes".

Linda Forbes
Deputy Municipal Clerk

Enclosure

91 Newark Pompton Turnpike, Riverdale, New Jersey 07457
973-835-4060 fax: 973-835-0783
www.RiverdaleNJ.gov

**PASSAIC VALLEY WATER COMMISSION
AND
BOROUGH OF RIVERDALE**

SHARED SERVICES AGREEMENT

SHARED SERVICES AGREEMENT, made this _____ day of _____, 20____, between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 (the "Act"), and having its principal office at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Borough of Riverdale, a Municipal Corporation of the State of New Jersey, with its principal office at 91 Newark Pompton Turnpike, Riverdale, New Jersey 07457, hereinafter referred to as "Borough", (Commission and Borough 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 Borough with water pursuant to a written agreement, and continues to supply Borough 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 Borough 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 Borough, by and between the Borough 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 Borough from the Commission during the "Service Year".

"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 Borough 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 Borough 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 Borough 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 Borough 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.

"Borough's Water Consumption" shall mean the volume of water used by the Borough as identified by the Commission.

"Borough's Water Customers" shall mean owners of property that, are connected to the Borough's water distribution system and have the right to connect into the Borough's water distribution system.

"Borough's Water System" shall mean the Borough'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 Borough in connection with the supply, transmission and/or distribution of water to users of the Borough's water distribution system located in the geographical boundaries of the Borough.

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 Borough, and Borough 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. Borough 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 Borough 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 Borough 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	100 MGY (0.27 MGD Average)
Maximum Annual Purchase Volume	182.5 MGY (0.50 MGD Average)
Maximum Monthly Volume	26 MGM (0.84 MGD Average)
Maximum Daily Volume	1.00 MGD
Maximum Instantaneous Rate	1,000 GPM

4. In conformance with State of New Jersey established guidelines for the supply of potable water, the Borough 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 Borough 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 prevents the Borough from taking water from the Commission, provided that the Borough notifies the Commission immediately of any such Emergency Situation and terminates such supplemental supply upon the abatement of such Emergency Situation or when the Borough's other water supply facilities are out of service for maintenance purposes. The Borough shall notify the Commission in advance of any planned outage of water supply facilities. The Borough 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 Borough and consent thereafter by Commission.
5. If requested by the Borough, 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 Borough 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.

Borough 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. Borough 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 Borough within sixty (60) days from the date the bill is rendered. In the event the Borough 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 Borough 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 Borough 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 Pump Station and Pipelines.

1. Commission shall not be obligated to furnish water pressure at its point of delivery to Borough 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 Borough, 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 Borough to provide any additional pressure which may be required. The Commission shall maintain levels of service consistent with those provided to the Borough in the year immediately prior to the Effective Date.
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 Borough or its agents shall at all times be and remain the property of Borough.

SECTION 207. Meter Testing.

Borough shall, if requested by the Commission, provide Commission with copies of certified reports of test(s) on the accuracy of meter(s) commencing on the Effective Date of the Agreement, and once each Service Year thereafter until termination of this Agreement, or any renewal terms hereof. Commission reserves the right to perform its own readings and tests on the accuracy of meter(s) at any time.

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 Borough 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 Borough 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.

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 Borough'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 Borough with respect to the Borough'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 Borough'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.

**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;

By: 
ABUBAKAR JALLOH
Borough Clerk

BOROUGH OF RIVERDALE

By: 
PAUL CARELLI
Mayor

WITNESS;

By: _____
LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

By: _____
RIGO SANCHEZ
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 RIGO SANCHEZ 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 MORRIS :

BE IT REMEMBERED, that on this 28th day of JUNE, 2017, in the year Two Thousand and 17, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Abubakar Jallon who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the Borough Clerk of the Borough of Riverdale, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that Faul Corelli is the MAYOR 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 Borough Council 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 MAYOR, 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 RIVERDALE, New Jersey
the date aforesaid

Linda C. Forbes
Notary Public

Faul Corelli
Secretary Borough Clerk

LINDA C. FOREBES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 27, 2018



BOROUGH OF RIVERDALE NEW JERSEY



Resolution No: 92-2017

Date of Adoption: June 28, 2017

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A WATER SUPPLY AGREEMENT WITH THE PASSAIC VALLEY WATER COMMISSION

WHEREAS, the Borough of Riverdale desires to purchase water from the Passaic Valley Water Commission; and

WHEREAS, the Passaic Valley Water Commission is willing to supply water to the Borough of Riverdale pursuant to a Water Supply Agreement in the form attached hereto.

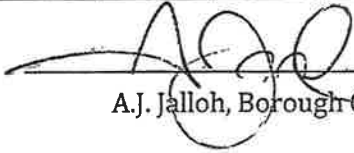
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Riverdale, in the County of Morris and State of New Jersey, that the Mayor and Borough Clerk are hereby authorized to execute a Water Supply Agreement between the Passaic Valley Water Commission and the Borough of Riverdale in the form attached hereto.

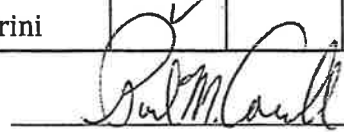
RECORD OF COUNCIL VOTE

Motion – by Councilman: Desai Second - by Councilman: Revis

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Clinton			✓		Revis	✓			
Desai	✓				Purcell			✓	
Oswald	✓				Pellegrini	✓			


 A.J. Jalloh, Borough Clerk


 Paul M. Carelli, Mayor

This resolution, when adopted, must remain in the possession of the Borough Clerk. Certified copies are available.

NEW BUSINESS

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Summary of Disbursements
 For the Meeting of August 16, 2017

Account Name	Bank #	Total
Operating Fund	00	4,966,306.34
Payroll Tax Acct	02	134,946.88
Cashier Acct	03	140,845.58
Self Insurance Acct	04	66,858.77
Zero Balance Acct	55	-
Cigna Acct	09	-
Cigna Acct	13	-
Net Payroll		1,096,349.64
		700,325.89
Total Disbursements:		<u>11,755,701.24</u>

* SEE ATTACHMENTS

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

The above disbursements are hereby recommended for payment.

It is hereby certified that the above disbursements are approved by the Board of Commissioners at the meeting held August 16, 2017


 Comptroller/CFO

 Treasurer

 Adm. Secretary

Passaic Valley Water Commission
 Office of the Comptroller/CFO
 Detail of Disbursements
 For the Meeting of August 16, 2017

<u>Check/Wire #</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
209650	AWWA	6/12/2017	215.00	00
209651	BORO OF TOTOWA TAX COLLECTOR	6/12/2017	300.97	00
209652	ELECTRONIC OFFICE SYSTEMS	6/12/2017	955.00	00
209653	GAETA RECYCLING COMPANY	6/12/2017	340.64	00
209654	KEER ELECTRICAL SUPPLY COMPANY	6/12/2017	3,721.95	00
209655	RICOH BUSINESS SYSTEMS, INC.	6/12/2017	607.78	00
209656	STATE NJ DEPT ENV PROT & ENER	6/12/2017	8,793.99	00
209657	T&M SERVICE AND SUPPLY, LLC	6/12/2017	7,300.00	00
209658	U.S. SECURITY ASSOCIATES, INC.	6/12/2017	47,389.20	00
209659	UNITED EQUIPMENT & FABRICATOR	6/12/2017	8,810.16	00
209660	VERIZON	6/12/2017	2,416.34	00
209661	VERIZON CABS	6/12/2017	1,663.89	00
209662	VERIZON WIRELESS	6/12/2017	14,443.53	00
209663	WATER ENVIRONMENT FEDERATION	6/12/2017	107.00	00
209664	LOUIS AMODIO	6/16/2017	562.65	00
209665	ANDREW BISESI	6/16/2017	313.00	00
209666	JENSON COLONIA	6/16/2017	900.00	00
209667	YITZCHAK WEISS	6/16/2017	655.38	00
209668	AIRGAS USA, LLC	6/19/2017	12,170.58	00
209669	ALICE SCHMALFELDT	6/19/2017	286.39	00
209670	ALICE SCHMALFELDT	6/19/2017	286.39	00
209671	JOSEPH A. BELLA	6/19/2017	1,289.18	00
209672	BORO OF ELMWOOD PARK	6/19/2017	2,640.00	00
209673	BOROUGH OF NORTH ARLINGTON	6/19/2017	18,250.00	00
209674	CONSTELLATION NEW ENERGY, INC.	6/19/2017	-	00
209675	CONSTELLATION NEW ENERGY, INC.	6/19/2017	235,949.87	00
209676	GEORGE T. HANLEY ESQ.	6/19/2017	313.89	00
209677	HOWARD J. WOODS, JR. & ASSOCIA	6/19/2017	2,000.20	00

209678 JCP&L	6/19/2017	351.67	00
209679 JOHNSON & JOHNSON, ESQS	6/19/2017	2,185.00	00
209680 KEMIRA WATER SOLUTIONS, INC.	6/19/2017	47,529.75	00
209681 MATRIX IMAGING, INC.	6/19/2017	8,271.04	00
209682 MONTCLAIR WATER BUREAU	6/19/2017	1,138.00	00
209683 OPTIMUM	6/19/2017	-	00
209684 POSTMASTER NIAGARA FALLS	6/19/2017	30,000.00	00
209685 MARISSAH L. POTKALESKY	6/19/2017	1,011.80	00
209686 PSE&G	6/19/2017	-	00
209687 PSE&G	6/19/2017	-	00
209688 PSE&G	6/19/2017	-	00
209689 PSE&G	6/19/2017	-	00
209690 R. SPARK, INC.	6/19/2017	14,769.46	00
209691 SAMM SOUND DISTRIBUTORS	6/19/2017	115,185.68	00
209692 SEVERN TRENT SERVICES	6/19/2017	9,815.00	00
209693 STATE OF NJ TREASURER	6/19/2017	85,216.20	00
209694 UNIVAR USA INC	6/19/2017	50.00	00
209695 UNIVAR USA INC	6/19/2017	-	00
209696 UNIVAR USA INC	6/19/2017	-	00
209697 USALCO, LLC	6/19/2017	97,024.43	00
209698 VERIZON	6/19/2017	4,482.30	00
209699 VERIZON	6/19/2017	9,249.39	00
209700 VERIZON BUSINESS	6/19/2017	-	00
209701 STEPHANIE VOGEL	6/19/2017	3,681.86	00
209702 IMMEDICENTER	6/19/2017	52.72	00
209703 LINCOLN FINANCIAL GROUP	6/22/2017	1,190.00	00
209704 JAMES MONTGOMERY	6/22/2017	409.76	00
209705 QUEST SOFTWARE INC	6/22/2017	1,252.73	00
209706 REIVAX CONTRACTING CORPORATION	6/22/2017	1,913.77	00
209707 W.W. GRAINGER INC	6/22/2017	40,177.00	00
209708 WATER WORKS SUPPLY COMPANY	6/22/2017	3,706.25	00
209709 WATER WORKS SUPPLY COMPANY	6/22/2017	-	00
209710 WATER WORKS SUPPLY COMPANY	6/22/2017	-	00
209711 WATERISAC	6/22/2017	270,652.15	00
209712 RENTALS UNLIMITED	6/23/2017	1,999.00	00
209713 JCP&L	6/23/2017	1,620.00	00
	6/23/2017	4,174.66	00

209714	OPTIMUM	6/23/2017	225.25	00
209715	RICCIARDI BROTHERS OF PATERSON	6/23/2017	958.22	00
209716	SOUTH JERSEY ENERGY	6/23/2017	616.63	00
209717	VERIZON	6/23/2017	116.31	00
209718	MICHAEL MAROTTA	6/27/2017	409.41	00
209719	ACCURATE WASTE REMOVAL SVCS, I	6/29/2017	56,700.75	00
209720	ARCADIS U.S., INC.	6/29/2017	14,332.20	00
209721	ASSOCIATED TECHNOLOGIES, INC.	6/29/2017	27,783.25	00
209722	BRAEN STONE INDUSTRIES	6/29/2017	53,782.72	00
209723	CH2M HILL	6/29/2017	26,446.55	00
209724	DLB ASSOCIATES	6/29/2017	1,335.00	00
209725	ENVIRONMENTAL ENGINEERING & TE	6/29/2017	13,908.96	00
209726	EUROFINS EATON ANALYTICAL, INC	6/29/2017	2,500.00	00
209727	GAETA RECYCLING COMPANY	6/29/2017	1,021.92	00
209728	IMMEDICENTER	6/29/2017	163.00	00
209729	INTEGRATED MICRO SYSTEMS, INC.	6/29/2017	10,854.00	00
209730	LOUIS R SLABY ENGINEERING	6/29/2017	440.00	00
209731	MARIA MALFA - PETTY CASH CUSTO	6/29/2017	846.84	00
209732	MOTT MAC DONALD	6/29/2017	23,513.17	00
209733	NATIONAL VISION ADMINISTRATORS	6/29/2017	2,721.43	00
209734	POSTMASTER NIAGARA FALLS	6/29/2017	30,000.00	00
209735	PROCESS APPLICATIONS, INC.	6/29/2017	1,327.67	00
209736	REMINGTON, VERNICK & ARANGO EN	6/29/2017	6,293.30	00
209737	THOMAS SCIENTIFIC	6/29/2017	5,439.87	00
209738	WESTIN ENGINEERING, INC.	6/29/2017	2,280.00	00
209739	M & T INVESTMENT GROUP	6/29/2017	5,000.00	00
209740	JEFF BAIG	7/6/2017	129.55	00
209741	BROADVIEW NETWORKS	7/6/2017	4,098.68	00
209742	FIN-TEK CORPORATION	7/6/2017	1,958.00	00
209743	ESTHER GLUCK	7/6/2017	1,124.05	00
209744	STATE OF NJ PWT	7/6/2017	23,229.35	00
209745	DEBORAH L WILSON	7/6/2017	240.00	00
209746	ACCREDITED LOCK SUPPLY COMPANY	7/7/2017	958.43	00
209747	NEOFUNDS BY NEOPOST	7/10/2017	3,118.76	00
209748	MONTANA CONSTRUCTION CORPORATI	7/13/2017	547,529.22	00
209749	OPTIMUM	7/13/2017	225.25	00

209750 PSE&G	7/13/2017	44.40	00
209751 USALCO, LLC	7/13/2017	26,910.99	00
209752 VERIZON	7/13/2017	115.48	00
209753 JAMES F. FINE, ESQ.	7/13/2017	2,951.86	00
209754 JEWEL ELECTRIC SUPPLY COMPANY	7/13/2017	849.40	00
209755 A W CHESTERTON CO	7/13/2017	440.00	00
209756 A. H. HARRIS & SONS INC.	7/13/2017	2,279.73	00
209757 A.P. CERTIFIED TESTING, LLC	7/13/2017	2,972.00	00
209758 ABLE TEX SEWER ROOTER	7/13/2017	650.00	00
209759 ACCREDITED LOCK SUPPLY COMPANY	7/13/2017	595.20	00
209760 ACCU STANDARD	7/13/2017	561.36	00
209761 HONEYWELL INTERNATIONAL- ADI	7/13/2017	3,062.47	00
209762 AGILENT TECHNOLOGIES	7/13/2017	22,056.00	00
209763 AGL WELDING SUPPLY CO INC	7/13/2017	858.26	00
209764 AIRGAS USA, LLC	7/13/2017	7,510.20	00
209765 AJM NINO CORP	7/13/2017	818.55	00
209766 ALL BERGEN LOCKSMITHS INC	7/13/2017	215.50	00
209767 ALL JERSEY GARAGE DOOR, INC	7/13/2017	975.00	00
209768 ALL SERVICE INC	7/13/2017	212.16	00
209769 NORGE BUILDING SUPPLY	7/13/2017	106.15	00
209770 ALLIED CONSTRUCTION GROUP, INC	7/13/2017	519,400.00	00
209771 AMERICAN HOSE & HYDRAULIC CO.	7/13/2017	1,605.55	00
209772 ANALYTICAL SERVICES, INC.	7/13/2017	2,670.00	00
209773 ANCHOR SALES ASSOCIATES, INC.	7/13/2017	6,652.04	00
209774 APPLIED ANALYTICS INC	7/13/2017	570.38	00
209775 ATHENIA MASON SUPPLY COMPANY	7/13/2017	75.00	00
209776 ATLANTIC WATER WORKS	7/13/2017	735.00	00
209777 B & B ORGANIC WASTE RECYCLING	7/13/2017	7,550.00	00
209778 BACON & GRAHAM INC	7/13/2017	231.00	00
209779 BARILLO LANDSCAPING	7/13/2017	935.00	00
209780 BATTINELLI ENTERPRISES, INC	7/13/2017	6,730.00	00
209781 BEYER BROTHERS	7/13/2017	845.78	00
209782 BOROUGH OF ELMWOOD PARK	7/13/2017	1,140.00	00
209783 BOROUGH OF LODI	7/13/2017	7,480.00	00
209784 BOROUGH OF PROSPECT PARK	7/13/2017	400.00	00
209785 BRENT MATERIAL COMPANY	7/13/2017	1,772.40	00

209786	BRICK TOWNSHIP MUNICIPAL AUTH	7/13/2017	21,955.00	00
209787	BUGLIONE, HUTTON & DE YOE, LLC	7/13/2017	866.87	00
209788	CAPITOL SUPPLY CONSTRUCTION PR	7/13/2017	10,031.06	00
209789	CAR CARE SOLUTIONS	7/13/2017	47.85	00
209790	CARTRIDGE WORLD	7/13/2017	1,175.56	00
209791	CARUS CHEMICAL COMPANY	7/13/2017	14,560.00	00
209792	CENTER FOR COMPETITIVE MANAGEM	7/13/2017	247.00	00
209793	CHAS F CONNOLLY DIST CO	7/13/2017	153.99	00
209794	SCHUMACHER CHEVROLET	7/13/2017	825.56	00
209795	CH2M HILL	7/13/2017	29,801.92	00
209796	CINTAS FIRST AID & SAFETY	7/13/2017	2,681.76	00
209797	CITY OF CLIFTON	7/13/2017	27,161.75	00
209798	CITY OF PASSAIC	7/13/2017	10,105.00	00
209799	CITY OF PATERSON	7/13/2017	27,720.00	00
209800	CLASSIC AUTO BODY	7/13/2017	70.00	00
209801	CLIFFSIDE BODY CORP	7/13/2017	195.65	00
209802	COMPESI DISTRIBUTORS LLC	7/13/2017	1,749.94	00
209803	COMPRELLI EQUIPMENT & SERVICE,	7/13/2017	975.00	00
209804	CONTROL ASSOCIATES, INC.	7/13/2017	537.78	00
209805	DAVE HEINER ASSOCIATES INC	7/13/2017	4,897.04	00
209806	DE COTIIS, FITZPATRICK & COLE,	7/13/2017	874.10	00
209807	DE LUXE SALES & SERVICE INC	7/13/2017	46.90	00
209808	DIRECT DEPOT KITCHEN WHOLESALE	7/13/2017	3,308.16	00
209809	DOCUMENT SOLUTIONS LLC	7/13/2017	270.86	00
209810	DUJETS-TREE EXPERTS	7/13/2017	1,850.00	00
209811	DWYER CONNELL & LISBONA	7/13/2017	5,762.78	00
209812	ECONOMY PAPER & REST. SUPPLY	7/13/2017	499.26	00
209813	ED GRAVENHORST & CO., INC.	7/13/2017	4,500.00	00
209814	EDDIE'S AUTO & TRUCK REPAIR, I	7/13/2017	375.00	00
209815	ELLIOTT GLASS COMPANY INC	7/13/2017	375.00	00
209816	EMSL ANALYTICAL, INC.	7/13/2017	453.75	00
209817	ENVIRO WASTE OIL RECOVERY	7/13/2017	681.92	00
209818	ENVIRONMENTAL EXPRESS	7/13/2017	709.17	00
209819	EUROFINS EATON ANALYTICAL, INC	7/13/2017	1,220.00	00
209820	FETTE FORD INC	7/13/2017	275.62	00
209821	FIN-TEK CORPORATION	7/13/2017	1,100.00	00

209822	FIN-TEK CORPORATION	7/13/2017	3,780.00	00
209823	FUSECO, INC.	7/13/2017	3,198.00	00
209824	GAMS AUTO SERVICE, INC	7/13/2017	2,000.90	00
209825	GLI INTERNATIONAL - HACH COMPA	7/13/2017	1,108.38	00
209826	GROFF TRACTOR NEW JERSEY, LLC	7/13/2017	4,111.00	00
209827	GUARANTEED REBUILDERS INC	7/13/2017	110.00	00
209828	HALEDON AUTO PARTS INC	7/13/2017	575.21	00
209829	HARVEST LANDSCAPING & LAWN MAI	7/13/2017	273.00	00
209830	HAWTHORNE INDUSTRIAL RADIATOR	7/13/2017	138.00	00
209831	HIGHTECH SOLUTIONS	7/13/2017	222.35	00
209832	HILTI INC	7/13/2017	1,384.44	00
209833	HOFFMAN SERVICES, INC.	7/13/2017	315.00	00
209834	HUDSON TIRE EXCHANGE, INC.	7/13/2017	691.17	00
209835	I. KRUGER, INC.	7/13/2017	9,550.00	00
209836	IKEN MEDIA, LLC	7/13/2017	300.00	00
209837	INORGANIC VENTURES	7/13/2017	616.52	00
209838	INTERSTATE BATTERIES	7/13/2017	1,408.45	00
209839	J FLETCHER CREAMER & SONS INC	7/13/2017	45,192.40	00
209840	JCP&L	7/13/2017	3,005.28	00
209841	JESCO INC	7/13/2017	133.46	00
209842	JEWEL ELECTRIC SUPPLY COMPANY	7/13/2017	1,796.16	00
209843	KEER ELECTRICAL SUPPLY COMPANY	7/13/2017	4,585.39	00
209844	KEMIRA WATER SOLUTIONS, INC.	7/13/2017	-	00
209845	KEMIRA WATER SOLUTIONS, INC.	7/13/2017	69,430.86	00
209846	KUJEN BROTHERS COMPANY, INC.	7/13/2017	320.63	00
209847	LAWSON PRODUCTS INC	7/13/2017	450.05	00
209848	MANATEE ENVIRONMENTAL ASSOC	7/13/2017	255.00	00
209849	MICHAEL'S SALUMERIA	7/13/2017	221.92	00
209850	MILLENNIUM COMMUNICATIONS GROU	7/13/2017	37,312.55	00
209851	MILLER ENERGY INC.	7/13/2017	3,783.02	00
209852	MODERN GROUP LTD	7/13/2017	1,054.00	00
209853	MOLENARO DESIGNS	7/13/2017	3,055.00	00
209854	MONTCLAIR WATER BUREAU	7/13/2017	1,330.00	00
209855	MR JOHN INC	7/13/2017	600.72	00
209856	NATIONAL METERING SERVICES, IN	7/13/2017	45.50	00
209857	NATIONAL SAFETY COUNCIL	7/13/2017	686.00	00

209858 NEAL SYSTEMS INC	7/13/2017	6,129.33	00
209859 NEW JERSEY LEGISLATIVE MANUAL	7/13/2017	259.50	00
209860 NJAWWA	7/13/2017	225.00	00
209861 NJICLE	7/13/2017	160.00	00
209862 NORGE BLDG SUPPLY	7/13/2017	573.90	00
209863 NORTH ARLINGTON	7/13/2017	15,927.50	00
209864 NORTH JERSEY MEDIA GROUP	7/13/2017	215.45	00
209865 O I ANALYTICAL	7/13/2017	5,838.34	00
209866 P & A AUTO PARTS	7/13/2017	521.23	00
209867 PAPAROZZI ASSOCIATES, INC.	7/13/2017	1,040.00	00
209868 PASHMAN STEIN	7/13/2017	489.29	00
209869 PASSAIC CTY OFF-DUTY SHERIFFS	7/13/2017	10,837.50	00
209870 PASSAIC COUNTY WELDERS, INC	7/13/2017	9,484.00	00
209871 PATERSON STAMP DIVISION	7/13/2017	17.25	00
209872 PCS PUMP AND PROCESS, INC.	7/13/2017	684.60	00
209873 PIRO ZINNA CIFELLI PARIS GENIT	7/13/2017	934.80	00
209874 RE-TRON TECHNOLOGIES, INC.	7/13/2017	86.05	00
209875 POWERS SERVICE COMPANY, INC.	7/13/2017	1,166.66	00
209876 PRECAST MANUFACTURING COMPANY	7/13/2017	5,677.00	00
209877 PROCESS EQUIPMENT SALES & SERV	7/13/2017	1,990.08	00
209878 PSE&G	7/13/2017	-	00
209879 PSE&G	7/13/2017	-	00
209880 PSE&G	7/13/2017	-	00
209881 PSE&G	7/13/2017	92,140.10	00
209882 PUMPING SERVICES INC	7/13/2017	16,470.00	00
209883 QUALITY CONTROLS INC	7/13/2017	5,058.32	00
209884 R & M EQUIPMENT CO	7/13/2017	984.74	00
209885 R & M INDUSTRIAL & SAFETY DIST	7/13/2017	2,014.62	00
209886 RACHLES MICHELES MOTOR OIL CO	7/13/2017	6,929.97	00
209887 RARITAN SUPPLY COMPANY	7/13/2017	853.86	00
209888 RIBBONS EXPRESS, INC	7/13/2017	280.00	00
209889 RICCIARDI BROTHERS OF PATERSON	7/13/2017	356.45	00
209890 RICHFIELD FARMS	7/13/2017	240.00	00
209891 ROCKLAND ELECTRIC CO	7/13/2017	613.94	00
209892 ROUTE 46 CHRYSLER JEEP DODGE	7/13/2017	248.28	00
209893 RUTGERS UNIVERSITY	7/13/2017	390.00	00

209894	SAMM SOUND DISTRIBUTORS	7/13/2017	2,850.00	00
209895	SGS ACCUTEST	7/13/2017	355.00	00
209896	SOUTH JERSEY ENERGY	7/13/2017	4,167.36	00
209897	STANDARD SPRINGS, INC.	7/13/2017	559.00	00
209898	STAR STAINLESS SCREW COMPANY	7/13/2017	268.60	00
209899	STATE OF NEW JERSEY	7/13/2017	80.00	00
209900	STEELFAB	7/13/2017	5,603.26	00
209901	STEVE OLIMPIO DETECTIVE AGENCY	7/13/2017	990.00	00
209902	SUBURBAN AUTO INC	7/13/2017	1,907.90	00
209903	SUEZ WATER NORTH JERSEY	7/13/2017	123.00	00
209904	SURVEY SUPPLY INC	7/13/2017	1,646.40	00
209905	T & R AUTOMOTIVE DIST	7/13/2017	4,695.60	00
209906	TANIS CONCRETE, INC.	7/13/2017	4,480.00	00
209907	TELOG	7/13/2017	900.00	00
209908	THOMAS SCIENTIFIC	7/13/2017	145.70	00
209909	THOMSON REUTERS - WEST	7/13/2017	5,910.06	00
209910	TREPTOW FLOOR COVERING SERVICE	7/13/2017	12,995.00	00
209911	U.S. SECURITY ASSOCIATES, INC.	7/13/2017	7,882.56	00
209912	UNITED FEDERATED SYSTEMS	7/13/2017	870.83	00
209913	UNIVAR USA INC	7/13/2017	-	00
209914	UNIVAR USA INC	7/13/2017	80,407.28	00
209915	VAC SHACK	7/13/2017	1,230.80	00
209916	VALLEY TECH, INC.	7/13/2017	16,453.59	00
209917	VERIZON	7/13/2017	-	00
209918	VERIZON CABS	7/13/2017	1,663.89	00
209919	VERIZON WIRELESS	7/13/2017	13,826.93	00
209920	VERONA INDUSTRIAL & BUILDING C	7/13/2017	1,546.86	00
209921	VWR INTERNATIONAL, LLC	7/13/2017	1,205.68	00
209922	W W GRAINGER INC	7/13/2017	1,877.36	00
209923	W.B. MASON COMPANY, INC.	7/13/2017	414.69	00
209924	WALLINGTON PLUMBING SUPPLY, IN	7/13/2017	1,164.66	00
209925	WATER WORKS SUPPLY COMPANY	7/13/2017	1,039.12	00
209926	WATERS, MC PHERSON, MC NEILL	7/13/2017	3,669.70	00
209927	WEBER DOWD LAW	7/13/2017	4,883.00	00
209928	WESTIN ENGINEERING, INC.	7/13/2017	2,760.00	00
209929	WILFRED MAC DONALD, INC.	7/13/2017	529.84	00

209930	WORLD AUTOMOTIVE TRANSMISSIONS	7/13/2017	438.21	00
209931	YRC	7/13/2017	679.82	00
209932	ASSOCIATED TECHNOLOGIES, INC.	7/14/2017	13,742.50	00
209933	CITY OF PATERSON	7/14/2017	15,450.00	00
209934	PASSAIC VALLEY SEWERAGE COMM	7/14/2017	51,211.65	00
209935	ANNA LUCIANIN PETTY CASH CTD	7/14/2017	829.34	00
209936	YITZCHAK WEISS	7/14/2017	381.31	00
209937	PSE&G	7/14/2017	670.25	00
209938	VERIZON	7/14/2017	3,242.71	00
209939	A. PUNTA SECCA CONTRACTORS, INC	7/17/2017	2,400.00	00
209940	A.P. CERTIFIED TESTING, LLC	7/17/2017	890.00	00
209941	AAKER ELECTRICAL SUPPLY CO., I	7/17/2017	150.00	00
209942	AGL WELDING SUPPLY CO INC	7/17/2017	818.40	00
209943	AIRGAS USA, LLC	7/17/2017	28.70	00
209944	AMERICAN VAN EQUIPMENT CO	7/17/2017	1,432.30	00
209945	BORO OF BUTLER WATER DEPT.	7/17/2017	25,457.50	00
209946	BOROUGH OF WOODLAND PARK	7/17/2017	1,100.00	00
209947	GLI INTERNATIONAL - HACH COMPA	7/17/2017	2,193.39	00
209948	HD SUPPLY WATERWORKS, LTD	7/17/2017	134,079.80	00
209949	ROCK TOPS LLC	7/17/2017	5,900.00	00
209950	SAMM SOUND DISTRIBUTORS	7/17/2017	1,425.00	00
209951	SGS ACCUTEST	7/17/2017	525.00	00
209952	TREASURER, STATE OF NEW JERSEY	7/17/2017	14,400.00	00
209953	UNITED FEDERATED SYSTEMS	7/17/2017	951.00	00
209954	W.W. GRAINGER INC	7/17/2017	3,953.66	00
209955	WALLINGTON PLUMBING SUPPLY, IN	7/17/2017	361.45	00
209956	YITZCHAK WEISS	7/17/2017	273.87	00
209957	WESTIN ENGINEERING, INC.	7/17/2017	8,077.68	00
209958	AICPA	7/18/2017	1,170.00	00
209959	AJM NINO CORP	7/18/2017	709.20	00
209960	AMERICAN HOSE & HYDRAULIC CO.	7/18/2017	74.37	00
209961	AWWA	7/18/2017	215.00	00
209962	BELL STATE BANK & TRUST	7/18/2017	108.00	00
209963	BELLA CLEANING & CATRING, LLC	7/18/2017	1,641.78	00
209964	BRICK TOWNSHIP MUNICIPAL AUTH	7/18/2017	7,200.00	00
209965	CAPITOL SUPPLY CONSTRUCTION PR	7/18/2017	155.00	00

209966	EMSL ANALYTICAL, INC.	7/18/2017	1,090.00	00
209967	FAIRVIEW INSURANCE AGENCY ASSO	7/18/2017	10,000.00	00
209968	GLUCK WALRATH, LLP	7/18/2017	45,188.35	00
209969	GOVT FINANCE OFFICERS ASSOC OF	7/18/2017	350.00	00
209970	GUARANTEED REBUILDERS INC	7/18/2017	110.00	00
209971	HACH COMPANY	7/18/2017	360.64	00
209972	HALEDON AUTO PARTS INC	7/18/2017	701.07	00
209973	IMMEDICENTER	7/18/2017	108.00	00
209974	INTERSTATE BATTERIES	7/18/2017	112.05	00
209975	KONICA MINOLTA BUSINESS SOLUTI	7/18/2017	211.75	00
209976	KREHEL AUTOMOTIVE REPAIR, INC.	7/18/2017	386.07	00
209977	MATRIX IMAGING, INC.	7/18/2017	7,758.45	00
209978	NJ STATE BAR ASSOCIATION	7/18/2017	150.00	00
209979	NUSCPA	7/18/2017	330.00	00
209980	NW FINANCIAL GROUP, LLC	7/18/2017	2,306.25	00
209981	PASSAIC VALLEY SEWERAGE COMM	7/18/2017	95,664.55	00
209982	POSTMASTER CLIFTON	7/18/2017	1,912.00	00
209983	R S KNAPP COMPANY	7/18/2017	806.25	00
209984	REXA, KOSA AMERICA, INC.	7/18/2017	14,320.00	00
209985	RICOH BUSINESS SYSTEMS, INC.	7/18/2017	449.03	00
209986	UNITED FEDERATED SYSTEMS	7/18/2017	1,408.06	00
209987	WALLINGTON PLUMBING SUPPLY, IN	7/18/2017	337.38	00
209988	YITZCHAK WEISS	7/18/2017	392.96	00
209989	XEROX CORPORATION	7/18/2017	902.66	00
209990	AIRGAS USA, LLC	7/21/2017	9,337.93	00
209991	ATLANTIC WATER WORKS	7/21/2017	899.00	00
209992	AWWA	7/21/2017	86.00	00
209993	BARILLO LANDSCAPING	7/21/2017	3,500.00	00
209994	BELLA CLEANING & CATRING, LLC	7/21/2017	1,691.07	00
209995	BORO OF ELMWOOD PARK	7/21/2017	1,440.00	00
209996	BOROUGH OF PROSPECT PARK	7/21/2017	250.00	00
209997	CENTRAL JERSEY OFFICE EQUIP.	7/21/2017	311.75	00
209998	CONSTELLATION NEW ENERGY, INC.	7/21/2017	-	00
209999	CONSTELLATION NEW ENERGY, INC.	7/21/2017	-	00
210000	CONSTELLATION NEW ENERGY, INC.	7/21/2017	300,571.77	00
210001	DELTA DENTAL PLAN OF NJ, INC	7/21/2017	21,493.90	00

210002 DLB ASSOCIATES	7/21/2017	2,697.50	00
210003 ENVIRONMENTAL ENGINEERING & TE	7/21/2017	9,267.25	00
210004 FETTE FORD INC	7/21/2017	45.08	00
210005 FISHER SCIENTIFIC INC	7/21/2017	279.64	00
210006 GE ANALYTICAL INSTRUMENTS, INC	7/21/2017	1,478.73	00
210007 HOWARD J. WOODS, JR. & ASSOCIA	7/21/2017	5,175.00	00
210008 INTEGRATED MICRO SYSTEMS, INC.	7/21/2017	5,538.50	00
210009 JCP&L	7/21/2017	5,166.84	00
210010 KEMIRA WATER SOLUTIONS, INC.	7/21/2017	-	00
210011 KEMIRA WATER SOLUTIONS, INC.	7/21/2017	73,143.42	00
210012 LINCOLN FINANCIAL GROUP	7/21/2017	407.68	00
210013 METRA INDUSTRIES	7/21/2017	1,210.00	00
210014 MONTCLAIR WATER BUREAU	7/21/2017	1,631.00	00
210015 NJ DEPT OF LABOR	7/21/2017	2,002.70	00
210016 NJ STATE SAFETY COUNCIL	7/21/2017	75.00	00
210017 NJICLE	7/21/2017	135.00	00
210018 NORTH ARLINGTON	7/21/2017	747.50	00
210019 NORTH JERSEY MEDIA GROUP	7/21/2017	1,299.61	00
210020 P & A AUTO PARTS	7/21/2017	303.94	00
210021 PASSAIC CTY OFF-DUTY SHERIFFS	7/21/2017	3,247.50	00
210022 PROCESS APPLICATIONS, INC.	7/21/2017	549.14	00
210023 PSE&G	7/21/2017	2,815.38	00
210024 RACHLES MICHELES MOTOR OIL CO	7/21/2017	14,119.50	00
210025 SEVERN TRENT SERVICES	7/21/2017	78,009.62	00
210026 SOUTH JERSEY ENERGY	7/21/2017	960.89	00
210027 SURVEY SUPPLY INC	7/21/2017	1,646.40	00
210028 TEAM INDUSTRIAL SERVICES INC.	7/21/2017	1,125.00	00
210029 TTI ENVIRONMENTAL, INC.	7/21/2017	11,019.00	00
210030 U.S. SECURITY ASSOCIATES, INC.	7/21/2017	-	00
210031 UNIPOWER LLC	7/21/2017	1,079.00	00
210032 UNIVAR USA INC	7/21/2017	-	00
210033 UNIVAR USA INC	7/21/2017	-	00
210034 UNIVAR USA INC	7/21/2017	102,479.66	00
210035 VERIZON	7/21/2017	9,253.95	00
210036 VERIZON BUSINESS	7/21/2017	3,677.83	00
210037 VERONA INDUSTRIAL & BUILDING C	7/21/2017	399.00	00

210038	WATER WORKS SUPPLY COMPANY	7/21/2017	686.40	00
210039	U.S. SECURITY ASSOCIATES, INC.	7/26/2017	39,975.84	00
210040	AJM CONTRACTORS, INC.	7/28/2017	24,500.00	00
210041	ASSURED AUTOMATION/FLOW SOLUTI	7/28/2017	1,422.25	00
210042	ANDREW BISESI	7/28/2017	216.00	00
210043	CYBRA CORPORATION	7/28/2017	27,709.50	00
210044	FERRAIOLI, WIELKOTZ, CERULLO &	7/28/2017	40,500.00	00
210045	CMRS-FP	7/28/2017	1,000.00	00
210046	CLEMENZA GOGLUCCI	7/28/2017	1,779.10	00
210047	HUTTON CONST	7/28/2017	8,367.00	00
210048	JERSEY MAIL SYSTEMS	7/28/2017	4,695.00	00
210049	REIVAX CONTRACTING CORPORATION	7/28/2017	-	00
210050	REIVAX CONTRACTING CORPORATION	7/28/2017	-	00
210051	REIVAX CONTRACTING CORPORATION	7/28/2017	116,933.00	00
210052	BOROUGH OF PROSPECT PARK	7/31/2017	100.00	00
210053	A & D IND & MARINE REPAIR CO.	7/31/2017	3,526.00	00
210054	A & M INDUSTRIAL, INC.	7/31/2017	977.24	00
210055	A.P. CERTIFIED TESTING, LLC	7/31/2017	3,186.50	00
210056	HONEYWELL INTERNATIONAL- ADI	7/31/2017	439.99	00
210057	ALL JERSEY GARAGE DOOR, INC	7/31/2017	565.00	00
210058	ALL SERVICE INC	7/31/2017	112.32	00
210059	AMERICAN DOCUMENT SOLUTIONS	7/31/2017	312.44	00
210060	AMERICAN HOSE & HYDRAULIC CO.	7/31/2017	1,427.80	00
210061	ANALYTICAL SERVICES, INC.	7/31/2017	615.00	00
210062	APEX DEVELOPMENT INCORPORATED	7/31/2017	4,000.00	00
210063	AVO TRAINING INSTITUTE	7/31/2017	1,935.00	00
210064	BACON & GRAHAM INC	7/31/2017	942.90	00
210065	BELLA CLEANING & CATRING, LLC	7/31/2017	428.00	00
210066	BEYER BROTHERS	7/31/2017	608.56	00
210067	CAMP AUTO & TRUCK TOWING & REC	7/31/2017	225.00	00
210068	CARTRIDGE WORLD	7/31/2017	524.26	00
210069	CINTAS FIRST AID & SAFETY	7/31/2017	992.37	00
210070	COMAX, INC.	7/31/2017	5,250.00	00
210071	COMPESI DISTRIBUTORS LLC	7/31/2017	250.00	00
210072	CONSTELLATION NEW ENERGY, INC.	7/31/2017	10,446.83	00
210073	DAVE STERN INC	7/31/2017	368.50	00

210074	DWYER CONNELL & LISBONA	7/31/2017	1,429.80	00
210075	ELECTRONIC OFFICE SYSTEMS	7/31/2017	1,468.52	00
210076	ENVIRONMENTAL RESOURCE ASSOC	7/31/2017	625.45	00
210077	EUROFINS EATON ANALYTICAL, INC	7/31/2017	828.00	00
210078	GAMS AUTO SERVICE, INC	7/31/2017	984.95	00
210079	GLI INTERNATIONAL - HACH COMPA	7/31/2017	1,222.00	00
210080	GUARANTEED REBUILDERS INC	7/31/2017	305.00	00
210081	HALEDON AUTO PARTS INC	7/31/2017	695.07	00
210082	HARVEST LANDSCAPING & LAWN MAI	7/31/2017	175.00	00
210083	HAWTHORNE INDUSTRIAL RADIATOR	7/31/2017	265.00	00
210084	HUDSON TIRE EXCHANGE, INC.	7/31/2017	572.46	00
210085	INTEGRATED MICRO SYSTEMS, INC.	7/31/2017	4,937.00	00
210086	JC PRINTING & ADVERTISING, INC	7/31/2017	790.00	00
210087	JESCO INC	7/31/2017	70.04	00
210088	JOSEPH G POLLARD COMPANY	7/31/2017	11,298.65	00
210089	KEY CONTROL HOLDING, INC	7/31/2017	882.00	00
210090	KUIKEN BROTHERS COMPANY, INC.	7/31/2017	129.81	00
210091	MARESCA LUMBER & BUILDING MATE	7/31/2017	71.25	00
210092	METRO INDUSTRIAL SUPPLY INC.	7/31/2017	1,030.32	00
210093	MICRO ELECTRONICS,LLC	7/31/2017	319.96	00
210094	NATIONAL VISION ADMINISTRATORS	7/31/2017	2,878.18	00
210095	NEOPOST USA INC	7/31/2017	1,141.78	00
210096	NJSCPA	7/31/2017	330.00	00
210097	NORTHEAST EQUIPMENT	7/31/2017	127.26	00
210098	OLYMPIC WIRE & CABLE CORP	7/31/2017	268.60	00
210099	P & A AUTO PARTS	7/31/2017	247.17	00
210100	PASHMAN STEIN	7/31/2017	2,888.00	00
210101	PASSAIC COUNTY WELDERS, INC	7/31/2017	210.00	00
210102	POWER PLACE, INC.	7/31/2017	1,438.23	00
210103	PROCESS APPLICATIONS, INC.	7/31/2017	4,333.60	00
210104	PSE&G	7/31/2017	986.41	00
210105	R & M INDUSTRIAL & SAFETY DIST	7/31/2017	845.44	00
210106	R. SPARK, INC.	7/31/2017	4,997.15	00
210107	RICOH BUSINESS SYSTEMS, INC.	7/31/2017	154.81	00
210108	RUTGERS UNIVERSITY	7/31/2017	712.50	00
210109	SGS ACCUTEST	7/31/2017	735.00	00

210110	T & R AUTOMOTIVE DIST	7/31/2017	1,688.15	00
210111	TANIS CONCRETE, INC.	7/31/2017	5,050.00	00
210112	TEC SOLUTIONS	7/31/2017	638.28	00
210113	U.S. TANK PAINTING, INC.	7/31/2017	25,000.00	00
210114	ULINE INC	7/31/2017	991.03	00
210115	VAC SHACK	7/31/2017	2,443.10	00
210116	VERIZON	7/31/2017	526.33	00
210117	W W GRAINGER INC	7/31/2017	2,171.23	00
210118	WALLINGTON PLUMBING SUPPLY, IN	7/31/2017	1,370.88	00
210119	WATERS, MC PHERSON, MC NEILL	7/31/2017	8,526.50	00
210120	YRC	7/31/2017	788.30	00

4,966,306.34

56694	PERS OF NEW JERSEY-CI	7/6/2017	115,280.28	02
204205	AFLAC	6/14/2017	5,484.64	02
204206	COLONIAL SUPPLEMENTAL INSURANC	6/16/2017	46.36	02
204207	CWA LOCAL 1032	6/16/2017	8,091.28	02
204208	CWA LOCAL 1032	6/16/2017	1,312.55	02
204209	RELIASTAR BANKERS SEC. LIFE INS	6/16/2017	142.86	02
204210	AFLAC	6/29/2017	5,413.26	02
204211	PRUDENTIAL RETIREMENT	6/29/2017	5,074.35	02

140,845.58

800761	HWA KIM	6/12/2017	1,900.85	03
800762	KENNETH GUIDONE	6/12/2017	1,599.88	03
800763	LAUNDRY WAVE INC	6/12/2017	4,598.85	03
800764	MIROSLAW SAPINSKI	6/12/2017	1,222.07	03
800765	RAYMOND ADAMS	6/28/2017	314.70	03
800766	HAZEL AKERS	6/28/2017	314.70	03
800767	CHARLOTTE ALVINO	6/28/2017	314.70	03
800768	DULIO ALVINO	6/28/2017	314.70	03
800769	JOSEPH AMBROGIO	6/28/2017	314.70	03
800770	FAYE ANNIS	6/28/2017	314.70	03

800771 RAYMOND ANNIS	6/28/2017	314.70	03
800772 DONALD ARGOT	6/28/2017	365.40	03
800773 SAMUEL BALDINO	6/28/2017	351.30	03
800774 LINDA BECKERING	6/28/2017	402.00	03
800775 BERGER, MRS. EDITH	6/28/2017	314.70	03
800776 MARY BODNARCZUK	6/28/2017	314.70	03
800777 RALPH BODNARCZUK	6/28/2017	314.70	03
800778 KENNETH BOGERT	6/28/2017	314.70	03
800779 CINDY CAIRNS	6/28/2017	314.70	03
800780 GEORGE S CAIRNS	6/28/2017	314.70	03
800781 JOSEPH CARATENU TO	6/28/2017	314.70	03
800782 LORENZO CASTALDO	6/28/2017	365.40	03
800783 JOSEPH P. CHIAPPETTA	6/28/2017	314.70	03
800784 DOMENICO CIGERO	6/28/2017	314.70	03
800785 NICHOLAS CIRILLO	6/28/2017	314.70	03
800786 BERNARD M. COOKE JR.	6/28/2017	314.70	03
800787 STELLA COOKE	6/28/2017	314.70	03
800788 SUSAN COOKE	6/28/2017	314.70	03
800789 ALFRED CRAWFORD	6/28/2017	314.70	03
800790 JAMES P. CUPO	6/28/2017	314.70	03
800791 OLIVE DAGES	6/28/2017	314.70	03
800792 SADIE DAIDONE	6/28/2017	314.70	03
800793 MARIE DE YONKER	6/28/2017	314.70	03
800794 SUSAN E DEGRAZIO	6/28/2017	314.70	03
800795 KAREN DEMETER	6/28/2017	314.70	03
800796 STEVE DEMETER	6/28/2017	314.70	03
800797 GARY J. DENOVCHIK	6/28/2017	314.70	03
800798 DONNA A DEVITA	6/28/2017	365.40	03
800799 THOMAS P DEVITA	6/28/2017	365.40	03
800800 MICHAEL DOLECKI	6/28/2017	314.70	03
800801 KATHLEEN EGAN	6/28/2017	314.70	03
800802 JANE A. FARISSIER	6/28/2017	314.70	03
800803 JOHN FILIPPONE	6/28/2017	314.70	03
800804 ROSEMARIE FILIPPONE	6/28/2017	314.70	03
800805 THOMAS FIRINCILI	6/28/2017	314.70	03
800806 JOHN S. FRY	6/28/2017	314.70	03

800807	KATHRYN A. FRY	6/28/2017	314.70	03
800808	PEDRO N. FUENTES	6/28/2017	314.70	03
800809	FRED FUSCO	6/28/2017	314.70	03
800810	FRANCES M. GALLETTA	6/28/2017	314.70	03
800811	JOHN V. GALLETTA	6/28/2017	314.70	03
800812	MARK GALLO	6/28/2017	314.70	03
800813	HAROLD GOLDMAN	6/28/2017	314.70	03
800814	LOUIS J. GRECO	6/28/2017	314.70	03
800815	ROBIN GRECO	6/28/2017	314.70	03
800816	DENNIS GRIECO	6/28/2017	314.70	03
800817	JOANN GRIECO	6/28/2017	314.70	03
800818	RUTHANNE GROOTENBOER	6/28/2017	327.00	03
800819	CARLOS ALFARO GUILLEN	6/28/2017	402.00	03
800820	THEODORE HARSAGHY	6/28/2017	314.70	03
800821	DIANNE HAYDEN	6/28/2017	314.70	03
800822	HELEN M. HEALEY	6/28/2017	314.70	03
800823	MARJORIE INHOFFER	6/28/2017	314.70	03
800824	BARBARA JOHNSON	6/28/2017	314.70	03
800825	RICHARD JOHNSON SR.	6/28/2017	104.90	03
800826	MARIA JOHNSTONE	6/28/2017	314.70	03
800827	EDWARD KATS	6/28/2017	314.70	03
800828	GLORIA J. KIRWIN	6/28/2017	314.70	03
800829	MARIE LACQUANTI	6/28/2017	314.70	03
800830	MICHAEL LAPAGLIA	6/28/2017	314.70	03
800831	YURATE LAPAGLIA	6/28/2017	314.70	03
800832	RACHEL LAROTONDA	6/28/2017	314.70	03
800833	DAVID L LAZAR	6/28/2017	314.70	03
800834	CLAIRE LIPTAK	6/28/2017	314.70	03
800835	SANTINA LOMBARDI	6/28/2017	314.70	03
800836	LUCIA LONGO	6/28/2017	314.70	03
800837	THERESA MANCINELLI	6/28/2017	314.70	03
800838	WILLIAM A. MAROTTA	6/28/2017	314.70	03
800839	NERUM MAYLAR	6/28/2017	314.70	03
800840	LEONARD J. MELISSANT	6/28/2017	314.70	03
800841	SOPHIE J MELISSANT	6/28/2017	314.70	03
800842	MARY MERCADANTE	6/28/2017	314.70	03

800843	FRANK MESSINEO	6/28/2017	314.70	03
800844	JULIE MESSINEO	6/28/2017	314.70	03
800845	FRANCO MIGLIORE	6/28/2017	314.70	03
800846	ANDY MISITO	6/28/2017	314.70	03
800847	PASQUALE MORELLI	6/28/2017	314.70	03
800848	RONALD E NEAL	6/28/2017	314.70	03
800849	MARLENE NEAL	6/28/2017	314.70	03
800850	DORIS M. NETZER	6/28/2017	314.70	03
800851	WILLIAM M. O'BRIEN	6/28/2017	314.70	03
800852	JANICE O'BRIEN	6/28/2017	314.70	03
800853	CATHERINE PAESE	6/28/2017	402.00	03
800854	JOSEPH PAESE	6/28/2017	402.00	03
800855	CHARLES PAPALIA	6/28/2017	314.70	03
800856	GLORY READ	6/28/2017	314.70	03
800857	PATRICIA ROSE	6/28/2017	365.40	03
800858	WILLIAM J. ROSENBERG	6/28/2017	314.70	03
800859	JOHN A. RUBISKI	6/28/2017	314.70	03
800860	MARGARET RUBISKI	6/28/2017	314.70	03
800861	BONITA SAVAGE	6/28/2017	314.70	03
800862	LUCILLE SAWCHYN	6/28/2017	314.70	03
800863	IRENE SCHAFER	6/28/2017	314.70	03
800864	ROBERT SCHWEIDEREICK	6/28/2017	314.70	03
800865	KATHLEEN SIMON	6/28/2017	314.70	03
800866	ANA M SIRVENT	6/28/2017	314.70	03
800867	WALTER SKRABITS	6/28/2017	314.70	03
800868	FRANK SPAGNOLA	6/28/2017	365.40	03
800869	MARY ANN TIerno	6/28/2017	314.70	03
800870	PAULA TOMPKINS	6/28/2017	314.70	03
800871	TERESA WOS	6/28/2017	314.70	03
800872	THOMAS YUPPA	6/28/2017	314.70	03
800873	ARTHUR ZANOTTI	6/28/2017	314.70	03
800874	PAT A. ZWERIN	6/28/2017	314.70	03
800875	STANLEY ZWERIN	6/28/2017	314.70	03
800876	D. SCOTT-MC MILLAN	6/29/2017	1,048.09	03
800877	KENNETH CRONK	6/29/2017	899.01	03
800878	MARIA PARRINELLO	6/29/2017	738.73	03

808879 ACURA TITLE, INC	7/5/2017	227.71	03
808880 ALAN MARICONDA ESQ	7/5/2017	219.11	03
808881 ALL JERSEY TITLE LLC	7/5/2017	159.00	03
808882 ALTAIR	7/5/2017	499.62	03
808883 ATS TITLE AGENCY INC	7/5/2017	110.69	03
808884 BRAULIO LAGUA	7/5/2017	155.00	03
808885 CENTURY 21 GEMINI, LLC	7/5/2017	65.34	03
808886 DIAMOND & FLOORING, INC	7/5/2017	94.14	03
808887 ESTATE OF RAYMOND H COHEN	7/5/2017	94.50	03
808888 JCM INVESTORS	7/5/2017	391.00	03
808889 JOHN PASTORICK	7/5/2017	88.22	03
808890 JOSEPH PACE	7/5/2017	120.10	03
808891 JUSTIN MISKAR	7/5/2017	144.88	03
808892 LINA FISH MARKET	7/5/2017	300.00	03
808893 MORTGAGE CONTRACTING SERVICES	7/5/2017	1,469.90	03
808894 NUCO TITLE INSURANCE AGENCY IN	7/5/2017	713.14	03
808895 PAUL CHUNG	7/5/2017	202.86	03
808896 PETER DE FRANK	7/5/2017	97.07	03
808897 PROVIDENCE ABSTRACT LLC	7/5/2017	102.91	03
808898 REMAX VILLA REALTORS	7/5/2017	103.72	03
808899 REVERSE MORTGAGE SOLUTIONS INC	7/5/2017	3,380.52	03
808900 RICHARD J. BRADY ESQ.	7/5/2017	213.04	03
808901 ROBERT SUDOL	7/5/2017	-	03
808902 ROSEMARY LATTA	7/5/2017	10.75	03
808903 S AND L DEVELOPMENT	7/5/2017	56.03	03
808904 THOMAS EGAN	7/5/2017	40.00	03
808905 V.JAMES CASTIGLIA P.C.	7/5/2017	182.60	03
808906 1ST RATE TITLE & SETTLEMENT SE	7/5/2017	200.00	03
808907 12TH AVE REALTY, LLC.	7/5/2017	976.53	03
808908 1328 GATES AVE CORP.	7/5/2017	80.09	03
808909 217 TRIMBLE AVE LLC	7/5/2017	15.87	03
808910 ALLSAVE DEVELOPMENT, LLC	7/7/2017	1,656.01	03
808911 RUTH G. GREELEY	7/7/2017	109.11	03
808912 MICHELLE ALEMAN	7/12/2017	300.00	03
808913 ADJESF ASSOCIATES	7/31/2017	57.33	03
808914 ANDRES ALVAREZ	7/31/2017	17.01	03

808915 ANGELA BILLINI	7/31/2017	98.86	03
808916 ATS TITLE AGENCY INC.	7/31/2017	1,156.03	03
808917 AVANTI COATINGS	7/31/2017	149.84	03
808918 CARLOS TOME	7/31/2017	67.32	03
808919 CAROLINA PUCCIO	7/31/2017	101.83	03
808920 DEMARCO & DEMARCO C/O	7/31/2017	88.18	03
808921 ELITE TITLE GROUP,LLC	7/31/2017	100.44	03
808922 EZ SLEEP CORPORATION	7/31/2017	208.25	03
808923 FORTUNE TITLE AGENCY, INC	7/31/2017	74.36	03
808924 FRANK GATTO	7/31/2017	152.28	03
808925 INTERSTATE 1ST TITLE AGENCY,LL	7/31/2017	208.62	03
808926 JOAN FARKAS	7/31/2017	67.10	03
808927 JOHN TENNEY	7/31/2017	127.11	03
808928 JOSEPH SCHWARTZ	7/31/2017	85.57	03
808929 KATHERINE HUDAK	7/31/2017	73.21	03
808930 NESTOR GUZMAN ESQ	7/31/2017	155.99	03
808931 OLIVE MICKENS	7/31/2017	115.50	03
808932 PASSAIC VALLEY TITLE SERV.,INC	7/31/2017	88.10	03
808933 RAMAPO WAYNE REALTY	7/31/2017	151.49	03
808934 RUPEN PARIKH	7/31/2017	91.75	03
808935 S CATANIA	7/31/2017	89.98	03
808936 SIMON MUKKATT	7/31/2017	138.69	03
808937 THE MORRIS GROUP RE. LLC	7/31/2017	138.85	03
808938 TITLE AGENCY OF NEW JERSEY	7/31/2017	193.40	03
808939 TOWN TITLE CO.	7/31/2017	2,217.27	03
808940 VESTA LAND TRANSFER CORP.	7/31/2017	157.45	03
808941 VESTA LAND TRANSFER CORP.	7/31/2017	175.82	03
808942 103 ROWLAND AVE LLC,	7/31/2017	300.00	03

66,858.77

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56681	DIVISION OF PENSIONS & BENEFIT-Void	5/4/2017	(321,510.14)	55
56682	NJDWSC	6/15/2017	804,807.83	55
56683	CITY OF PASSAIC - SEWER DIVISI	6/8/2017	762,841.54	55
56684	LODI WATER DEPT	6/8/2017	236,336.48	55
56685	CITY OF GARFIELD	6/8/2017	356,352.52	55
56686	BOROUGH OF ELMWOOD PARK	6/8/2017	341,858.03	55
56687	DIVISION OF PENSIONS & BENEFIT	6/9/2017	160,711.97	55
56688	DIVISION OF PENSIONS & BENEFIT	6/8/2017	321,510.14	55
56689	MASS MUTUAL FINANCIAL GROUP	6/15/2017	1,456.80	55
56690	VALIC C/O CHASE BANK	6/15/2017	7,399.33	55
56691	VALIC C/O CHASE BANK	6/29/2017	7,349.33	55
56692	MASS MUTUAL FINANCIAL GROUP	6/29/2017	1,456.80	55
56693	CITY OF PASSAIC - SEWER DIVISI	6/27/2017	223,502.72	55
56694	LODI WATER DEPT	7/6/2017	153,670.62	55
56695	BOROUGH OF ELMWOOD PARK	7/6/2017	110,929.96	55
56696	CITY OF GARFIELD	7/6/2017	291,376.50	55
56697	CITY OF PASSAIC - SEWER DIVISI	7/6/2017	52,683.06	55
56698	DIVISION OF PENSIONS & BENEFIT	7/11/2017	153,104.88	55
56699	DIVISION OF PENSIONS & BENEFIT	7/11/2017	166,624.80	55
56700	NJDWSC	7/11/2017	804,807.84	55
56701	VALIC C/O CHASE BANK	7/13/2017	8,474.33	55
56702	MASS MUTUAL FINANCIAL GROUP	7/13/2017	1,456.80	55
56703	CITY OF PASSAIC - SEWER DIVISI	7/13/2017	2,866.00	55

4,650,068.14

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
144374	1904	00	A & D IND & MARINE REPAIR CO.	08/16/2017	10,500.00		.00
144375	2025	00	ADVANTECH CORPORATION	08/16/2017	6,487.50		.00
144376	4	00	AGL WELDING SUPPLY CO INC	08/16/2017	760.70		.00
144377	25	00	ALL SERVICE INC	08/16/2017	1,620.92		.00
144378	3612	00	ALLWOOD FLORIST	08/16/2017	132.00		.00
144379	1362	00	AMERICAN MOBILE GLASS OF NJ	08/16/2017	110.00		.00
144380	3720	00	ANALYTICAL SERVICES, INC.	08/16/2017	1,300.00		.00
144381	4715	00	SCHUMACHER CHEVROLET	08/16/2017	1,195.58		.00
144382	4790	00	CINTAS FIRST AID & SAFETY	08/16/2017	1,050.58		.00
144383	4325	00	COMPPELLI EQUIPMENT & SERVICE, INC	08/16/2017	5,247.50		.00
144384	4542	00	DAVE STERN INC	08/16/2017	1,562.03		.00
144385	4542	00	DE COTTIS, FITZPATRICK & COLE, LLP	08/16/2017	1,482.00		.00
144386	1652	00	DWYER CONNELL & LISBONA	08/16/2017	7,751.37		.00
144387	835	00	ECONOMY PAPER & REST. SUPPLY	08/16/2017	543.75		.00
144388	1929	00	EUROFINS EATON ANALYTICAL, INC.	08/16/2017	1,000.00		.00
144389	4883	00	FAIRVIEW INSURANCE AGENCY ASSOCIATE	08/16/2017	5,000.00		.00
144390	3430	00	FALLPROOF NETWORKS, LLC	08/16/2017	2,761.92		.00
144391	168	00	FELDMAN BROTHERS SUPPLY CO	08/16/2017	1,144.90		.00
144392	169	00	FETTE FORD INC	08/16/2017	500.48		.00
144393	3407	00	FIRST BYTE CORPORATION	08/16/2017	2,450.00		.00
144394	4134	00	GAMS AUTO SERVICE, INC	08/16/2017	75.00		.00
144395	209	00	GLI INTERNATIONAL - HACH COMPANY	08/16/2017	5,277.60		.00
144396	4739	00	GROFF TRACTOR NEW JERSEY, LLC	08/16/2017	2,532.04		.00
144397	211	00	HALEDON AUTO PARTS INC	08/16/2017	207.71		.00
144398	4672	00	HARVEST LANDSCAPING & LAWN MAINT.	08/16/2017	262.50		.00
144399	4845	00	HUDSON TIRE EXCHANGE, INC.	08/16/2017	279.60		.00
144400	245	00	JESCO INC	08/16/2017	6,816.23		.00
144401	1566	00	JEWEL ELECTRIC SUPPLY COMPANY	08/16/2017	816.58		.00
144402	370	00	JOSEPH G POLLARD COMPANY	08/16/2017	1,036.10		.00
144403	2262	00	KONICA MINOLTA BUSINESS SOLUTIONS	08/16/2017	1,199.09		.00
144404	3044	00	MARESCA LUMBER & BUILDING MATERIALS	08/16/2017	105.96		.00
144405	1685	00	METRO INDUSTRIAL SUPPLY INC.	08/16/2017	23.08		.00
144406	4721	00	METROFAB PIPE, INC.	08/16/2017	7,859.03		.00
144407	2190	00	MILLER ENERGY INC.	08/16/2017	114.64		.00
144408	4767	00	NATIONAL VISION ADMINISTRATORS, LLC	08/16/2017	2,747.58		.00
144409	1866	00	NORGE BLDG SUPPLY	08/16/2017	108.25		.00
144410	3054	00	NORTH JERSEY MEDIA GROUP	08/16/2017	174.20		.00
144411	339	00	NORTHEAST EQUIPMENT	08/16/2017	536.25		.00
144412	2084	00	P & A AUTO PARTS	08/16/2017	152.46		.00
144413	4192	00	PIRO ZINNA CIBELLI PARIS GENITEMPO	08/16/2017	1,789.80		.00
144414	4344	00	RE-TRON TECHNOLOGIES, INC.	08/16/2017	84.20		.00
144415	3389	00	POWERS SERVICE COMPANY, INC.	08/16/2017	26,185.64		.01
144416	4893	00	R & M ROCKIN' RESCUES, INC	08/16/2017	1,333.33		.00
144417	3683	00	RICCI BROS. SAND CO	08/16/2017	46.70		.00
144418	423	00	SCALES INDUSTRIAL TECHNOLOGIES INC	08/16/2017	780.00		.00
144419	4863	00	STEVE OLIMPIO DETECTIVE AGENCY	08/16/2017	990.00		.00
144420	4565	00	T & R AUTOMOTIVE DIST	08/16/2017	1,959.24		.00
144421	4836	00	T&M SERVICE AND SUPPLY, LLC	08/16/2017	900.00		.00
144422	201	00	W W GRAINGER INC	08/16/2017	2,292.30		.00
144423	1206	00	WALLINGTON PLUMBING SUPPLY INC.	08/16/2017	5,183.54		.00
144424	4599	00	WORLD AUTOMOTIVE TRANSMISSIONS II	08/16/2017	2,600.00		.00

PREPARED 8/08/2017, 14:59:33

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

PROGRAM: GM348U
PASSAIC VALLEY WATER COMMISSION
BANK 00 North Fork A/P CURRENT FUND

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
144425	3436	00	YORK MOTORS, INC.	08/16/2017	10,577.00	.00
NUMBER OF CHECKS				52	GRAND TOTAL	134,946.88
						.01

GOOD AND WELFARE

ADJOURNMENT