



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: BLUMENTHAL offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and WHEREAS, the public body is of the opinion that such circumstances presently exist:

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

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

Second by COMMISSIONER: SANCHEZ AYES: 7 Time: 10:21 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include IDIDA RODRIGUEZ, ROBERT VANNOY, JEFFREY LEVINE, JOSEPH KOLODZIEJ, RIGO SANCHEZ, DAVID BLUMENTHAL, GERALD FRIEND. All 'AYE' boxes are marked with an 'X'.

Signature of Gerald Friend, PRESIDENT GERALD FRIEND

Signature of David Blumenthal, 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: 17-83
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: VANNOY

Seconded by Commissioner: RODRIGUEZ

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

THERE TO” 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 "Baa1" 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 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, Wielkotz, 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.

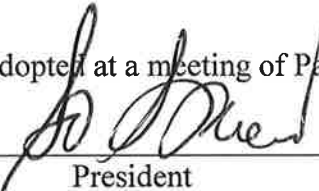
603. Effective Date. Articles I through IV of this Resolution shall be fully effective in accordance with the terms of the General Bond Resolution. Article IV shall be effective in accordance with the terms of the General Bond Resolution upon receipt of consent of the 2014

Bond Insurer.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President

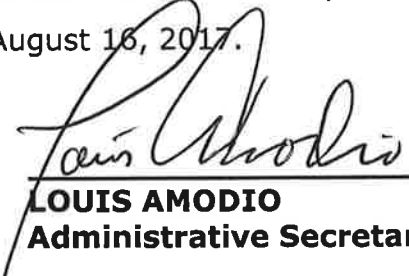


Secretary

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

CERTIFICATION

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



LOUIS AMODIO
Administrative Secretary

Exhibit A
Commitment Letter

Exhibit B

Copy of Purchase Contract

Exhibit C

Copy of Preliminary Official Statement

Exhibit D

Copy of Escrow Deposit Agreement

Exhibit E

Copy of Continuing Disclosure Agreement

RESOLUTION:17-84
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:AUGUST 16, 2017

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, 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.	<u>X</u>	—	—	—
VANNOY, R.	<u>X</u>	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
RODRIGUEZ, I.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

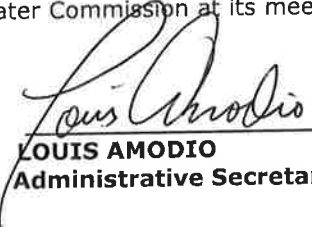


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

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

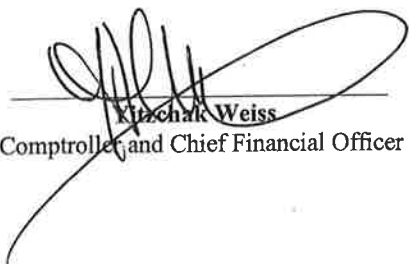
Amount of Project or Contract: \$ 605,263.00

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


Mitchell Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-85
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 16, 2017

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

Introduced by Commissioner: **KOŁODZIEJ**

Seconded by Commissioner: **VANNOY**

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;

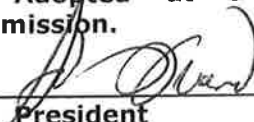
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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.	<u>X</u>	—	—	—
VANNOY, R.	X	—	—	—
BLUMENTHAL, D.	<u>X</u>	—	—	—
KOLODZIEJ, J.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—
RODRIGUEZ, I.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND

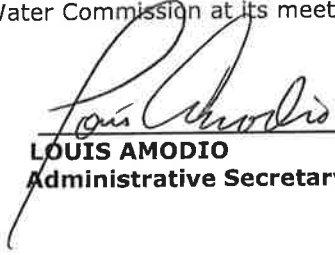


 Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of 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 CP,I,CR,J,CXJ,GMJ,LXJ,MRJ,PIJ,PRJ,WFI	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 - Contract 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	Selection Credit Card Payment /F - CIS	1	\$ 535.44	\$ 562.21	\$ 281.11
2181LG	Passaic Valley Water	00000814.0	CIS Voice Response Interface - Selector	1	\$ 1,354.98	\$ 1,422.73	\$ 711.36
Total					\$ 115,766.72	\$ 121,185.08	\$ 60,593.33

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

NOTE: A 6% 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**

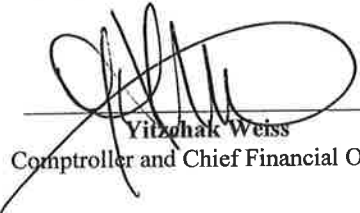
Amount of Project or Contract: \$ 60,592.53

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: 17-86
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: AUGUST 16, 2017

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: KOLODZIEJ

Seconded by Commissioner: VANNOY

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.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
BLUMENTHAL, D.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
RODRIGUEZ, I.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

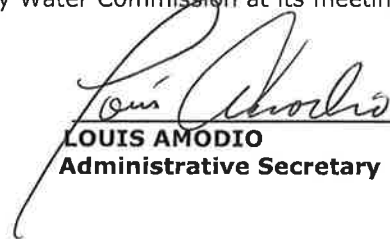


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of 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 _____ Insurance <input checked="" type="checkbox"/> BRC <input checked="" type="checkbox"/> EEO <input checked="" 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 _____ EEO _____	\$29,500.00	
	_____ _____ _____ _____		
	_____ _____ _____ _____		
	_____ _____ _____ _____		

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:

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

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: 17-87
**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: AUGUST 16, 2017

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

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: VANNOY

WHEREAS, 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.	<u>X</u>	---	---	---
VANNOY, R.	<u>X</u>	---	---	---
BLUMENTHAL, D.	<u>X</u>	---	---	---
KOLODZIEJ, J.	<u>X</u>	---	---	---
SANCHEZ, R.	<u>X</u>	---	---	---
RODRIGUEZ, I.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

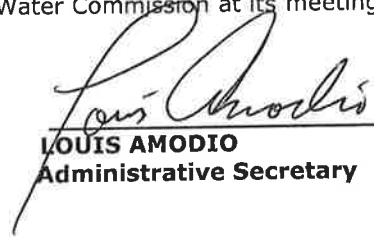


Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

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

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

RESOLUTION: 17-88
**PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A WATER SUPPLY
AGREEMENT FOR WATER SUPPLY TO THE
BOROUGH OF RIVERDALE
AUGUST 16, 2017**

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

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: VANNOY

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.	<u>X</u>	___	___	___
VANNOY, R.	<u>X</u>	___	___	___
BLUMENTHAL, D.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
RODRIGUEZ, I.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
DAVID BLUMENTHAL

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

CERTIFICATION

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

Paul Corallo
Secretary Borough Clerk

LINDA C. FORBES
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.

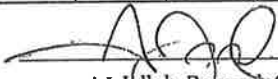
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Riverdale, in the County of Morris and State of New Jersey, that the Mayor and Borough Clerk are hereby authorized to execute a Water Supply Agreement between the Passaic Valley Water Commission and the Borough of Riverdale in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

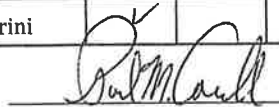
RECORD OF COUNCIL VOTE

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.