



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #17-108

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 30, 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: KOLODZIEJ 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 matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: VANNOY

Time: 10:06 a.m.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND



 Secretary
DAVID BLUMENTHAL

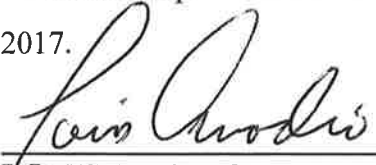
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 17-109
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING AN INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT WITH THE
CITY OF PATERSON RELATED TO POLICE DEPARTMENT
USE OF THE POINT VIEW RESERVOIR SITE

DATE OF ADOPTION: NOVEMBER 30, 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: VANNOY

Seconded by Commissioner: SANCHEZ

WHEREAS, the City of Paterson Police Department (the "City of Paterson") and the Passaic Valley Water Commission ("PVWC") are desirous of entering into an Indemnification and Hold Harmless Agreement for use of the Point View Reservoir site located at Berdan Avenue in Wayne, New Jersey for certain limited purposes as set forth in an agreement (the "Agreement"), a form of which is attached hereto and made a part hereof (and attached to the PVWC memorandum referenced below) in Exhibit A; and

WHEREAS, the form of Agreement has been reviewed and found to be acceptable by the Executive Director and the Director of Engineering and a memorandum dated November 29, 2017 to that effect is attached hereto and made a part hereof (see Exhibit A), and PVWC's General Counsel has approved the attached Agreement (as to form and legality) which has not since been materially revised; and

WHEREAS, PVWC and the City of Paterson have agreed to enter into the Agreement for the City of Paterson Police Department to use the Point View Reservoir site for the purpose, or purposes, as set forth in the Agreement; and

WHEREAS, it is in the best interests of PVWC, its users and constituent municipalities for PVWC to enter into the Agreement for the period(s) stated therein;

NOW, THEREFORE, BE IT RESOLVED, by 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 City of Paterson.
2. That appropriate 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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**EXECUTIVE DIRECTOR'S AND DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED NOVEMBER 30, 2017**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT WITH
THE CITY OF PATERSON RELATED TO POLICE DEPARTMENT
USE OF THE POINT VIEW RESERVOIR SITE**

EXHIBIT A

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

DATE: November 29, 2017

TO: Hon. Commissioners

FROM: J. Bella
J. Duprey

CC: L. Amodio
G. Hanley

SUBJECT: PVWC and the City of Paterson Police Department Indemnification and Hold Harmless Agreement (the "Agreement")

PVWC and the Paterson Police Department are desirous of entering into the Agreement for certain limited purposes as set forth in the attached copy of the Form of Agreement, and the same has been found to be acceptable from a technical and administrative perspective.

Therefore, based on the above, and subject to review and approval by the Law Department, it is recommended that the Commission approve the Agreement.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "AGREEMENT") between PASSAIC VALLEY WATER COMMISSION, "Indemnitee" (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011, (the "Premises") and THE CITY OF PATERSON POLICE DEPARTMENT having offices at 155 Market Street, Paterson, New Jersey 07509, hereinafter the "Indemnitor" ("City of Paterson Police Department").

WHEREAS, the Indemnitor including any certain agencies, agents, departments, entities and/or individuals acting at its direction, on its behalf and for its benefit (on whose behalf Indemnitor acts, including the City of Paterson desire), to conduct In-service Driving Training (EVOC), on the following days: January 2, 3, 4, 5, 8, & 9, 2018 during the hours of 9:00 a.m. to 4:00 p.m.; and

WHEREAS, the Indemnitor is desirous of utilizing certain facilities owned and operated by PVWC (Point View Reservoir) and located on Berdan Ave., Wayne, N.J. 07470 in connection with said activities; and

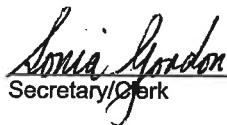
WHEREAS, PVWC is amenable to permitting, the Indemnitor to use its facility located on Berdan Ave, Wayne, N.J. 07470 for said purposes on such dates and under such circumstances and conditions as are set forth herein:

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

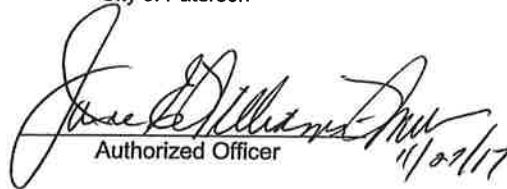
The Indemnitor, on behalf of its officers, agents, employees and affiliated agencies, hereby acknowledges, recognizes and agrees that PVWC shall not be responsible for the loss or damage to property or injury to or death of persons occurring in connection with or arising out of the proposed activities to be conducted in or about or in connection with the premises or otherwise, by reason of any existing or future condition, defect, matter or thing in said premises or for the acts, omission or negligence of any persons or entities including any equipment, fixture apparatus or facilities in connection with or related to said activities. The Indemnitor, agrees to hold PVWC harmless, indemnify and save PVWC from any and all claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with its use of the Premises or in connection with , or

arising out of said activities, including, but not limited to the obligation to defend PVWC in which case PVWC reserves the right to select its own Counsel for which expenses and fees "City of Paterson and its Police Department" should be liable along with any other costs, fees, or expenses or consequential damages which arise out of the activities and circumstances contemplated or arising out of or caused by this Agreement. All insurance policies or self-insured retentions required hereunder shall include PVWC as an additional insured as respects the acts of the Indemnitor, such coverage shall be primary and written evidence of same shall be provided to PVWC prior to commencement of any activities by providing an insurance endorsement at or about PVWC facility located at 1525 Main Ave., Clifton, N.J. 07011 as contemplated hereunder.

Attest:
(Seal)


Secretary/Clerk

City of Paterson


Authorized Officer 11/07/17

Attest:
(Seal)

PASSAIC VALLEY WATER COMMISSION

Louis Amodio, Admin. Secretary

By _____
Gerald Friend, President

APPROVED AS TO FORM AND LEGALITY:
DOMENICK STAMPONE
CORPORATION COUNSEL

BY:


BEN-DAVID SELIGMAN
2nd ASST. CORP. COUNSEL

DATE:

11/22/17



CERTIFICATE OF LIABILITY INSURANCE

PATER-1 OP ID: B2

DATE (MM/DD/YYYY)
11/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|--|
| PRODUCER Scirocco Financial Group, Inc. 777 Terrace Avenue, Suite 309 Hasbrouck Heights, NJ 07604 | CONTACT NAME: Gail White |
| | PHONE (AG, Ho, Ext): 201-727-0070 FAX (AG, No): 201-727-0080 |
| | E-MAIL ADDRESS: gwhite@sciroccogroup.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Brit Syndicate #2987-100% |
| | INSURER B: Arch Insurance Company |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

INSURED **City of Paterson**
165 Market St.
Paterson, NJ 07509

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self-Insured Ret <input checked="" type="checkbox"/> Loss Corridor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | PK1021717 \$600,000 SIR \$250,000/\$250,000 AGG | 01/01/2017 | 01/01/2018 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ LEL \$ 5,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | PK1021717 | 01/01/2017 | 01/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 600,000 |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | WCX005806902 SIR \$1,000,000 | 01/01/2017 | 01/01/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Pursuant to the authority provided in N.J.S.A 40A:10-1, et. Seq., the City of Paterson has established a self-insured program to provide liability protection for the City's operations.

| | |
|---|--|
| CERTIFICATE HOLDER PVWATER | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| PASSAIC VALLEY WATER COMMISSION 1525 MAIN AVENUE CLIFTON, NJ 07011 | AUTHORIZED REPRESENTATIVE <i>John Scirocco</i> |

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Resolution of the City of Paterson, N.J.

No. ... 46 Res. # ... 17:709 Date of Adoption ... November 21, 2017

Division Factual Contents Certified By

**TITLE: RESOLUTION APPROVING
INDEMNIFICATION AGREEMENT
FOR POLICE DRIVING TRAINING
EXERCISES**

..... Title Date
Approved As to Form and Legality on Basis
of Facts Set Forth
Ben-David Seligman 11/21/17
2nd Asst. CORPORATION COUNSEL Date

COUNCILPERSON LUIS VELEZ Introducing the Following Resolution:

WHEREAS, the Paterson Police Department has requested the use of the parking lot at Point View Reservoir, Berdan Avenue, Wayne, NJ, owned by the Passaic Valley Water Commission, for driving training exercises for the Police Department for current police academy recruits; and

WHEREAS, the Passaic Valley Water Commission is allowing the use of the said property at no cost for the said training; and

WHEREAS, the Passaic Valley Water Commission has requested that the City of Paterson indemnify the Passaic Valley Water Commission for any injuries suffered by City of Paterson personnel while utilizing the property for training purposes; and

WHEREAS, the Municipal Council wishes to authorize the City's indemnification of the Passaic Valley Water Commission for the said potential exposure.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF PATERSON that the Municipal Council hereby authorizes the attached agreement between the City of Paterson and the Passaic Valley Water Commission allowing the City to utilize the the parking lot at Point View Reservoir, Berdan Avenue, Wayne, NJ, for police driving training purposes; and

BE IT FURTHER RESOLVED that the Council authorizes the execution of the indemnification agreement to hold the Passaic Valley Water Commission harmless for any injuries or damage arising out from the use of the said facilities by the Paterson Police Department for the said training purposes.

STATEMENT OF PURPOSE

The purpose of this Resolution is to authorize an indemnification agreement between the City of Paterson and the Passaic Valley Water Commission for the purpose of police officer training.

Z:\documents\Ben-David Seligman\Legal Matters Without Files\Police Matters\Waivers\PLD-Police-Hold Harmless Agreement-PVWC--Point View.BDS.11-09-17.doc

SECONDED BY COUNCILPERSON . . . ANDRE. SAYEGH

Do Not Use Space Below This Line

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE | AYE | NAY | ABSTAIN | ABSENT |
|---|-----|-----|---------|--------|
| 1. COTTON, RUBY N. | X | | | |
| 2. DAVILA, MARITZA | X | | | |
| 3. JACKSON, MICHAEL | X | | | |
| 4. KHALIQUE, SHAHIN | X | | | |
| 5. McKOY, WILLIAM C. | | | | X |
| 6. MENDEZ, DOMINGO A. | X | | | |
| 7. MORRIS, KENNETH | | | | X |
| 8. SAYEGH, ANDRÉ | X | | | |
| 9. VELEZ, LUIS | X | | | |

Adopted at a meeting of the Municipal Council of the City of Paterson, N.J., . . . November . 21 . . . 2017 . . .

Ruby N Cotton Council President *Sonia L. Gordon* City Clerk
RUBY N COTTON SONIA L. GORDON



Paterson Police Department

TO: Passaic Valley Water Commission
FROM: Lt. David Scialla #3555 – Senior Driving Instructor
DATE: November 3, 2017
SUBJECT: Use of Point View Reservoir Site

The Paterson Police Department is respectfully requesting permission for the use of the Point View Reservoir site to conduct driving training (EVOC). We will be conducting practical exams for our current police academy recruits, utilizing the parking lot at Point View Reservoir. The requested dates are January 2, 3, 4, 5, 8 and 9, 2018 and the hours of operation will be from 900am – 400pm. Also on November 22, 2017 I am requesting entrance to the site to conduct driving course maintenance at which time there will be no driving.

Thank you for your consideration and if there are any questions I can be reached at 973-464-4531 or dscialla@patersonpd.com.

Lt. David Scialla #3555

A handwritten signature in black ink, appearing to read "Lt. David Scialla #3555", written over a horizontal line.

RESOLUTION: 17-110
**RESOLUTION ADOPTING WATER RATES AND CHARGES
AND RELATED MATTERS OF THE PASSAIC VALLEY WATER
COMMISSION FOR THE YEARS 2018-2022 EFFECTIVE AS OF
THIRTY DAYS OF THE DATE OF ADOPTION OF THIS RESOLUTION**

DATE OF ADOPTION: NOVEMBER 30, 2017

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller.

Introduced by Commissioner VANNOY

Seconded by Commissioner SANCHEZ

WHEREAS, the provisions of N.J.S.A. 40:62-108, et. seq. (hereinafter the "Law") are applicable to Passaic Valley Water Commission (hereinafter "PVWC"); and

WHEREAS, N.J.S.A. 40:62-127 mandates that water rates may be changed from time to time by PVWC whenever necessary, so that PVWC shall be self-supporting, the earnings to be sufficient to provide for all capital expenses, expenses of operation and maintenance, and such charges as interest, sinking fund and amortization, so as to prevent any deficit from accruing; and

WHEREAS, expected revenues have been diminishing because of conservation and reduction in consumption; and

WHEREAS, various provisions of the Law are part of the covenants and pledges made to the holders of Bond obligations issued for the purpose of financing rehabilitation of infrastructure, extensions and enlargement of PVWC capital facilities pursuant to N.J.S.A. 40:62-127c; and

WHEREAS, in spite of various stringent budget limitations and cost controls instituted by PVWC in recent years, together with overall increases in the cost of goods purchased, increases in payroll, and other costs and expenses, it is considered to be in the best interests of PVWC and its customers, both wholesale and retail, to increase all rates and charges for water sold; and

WHEREAS, notwithstanding the rate increases referenced herein, PVWC's rates remain among the lowest of similar water suppliers in the State of New Jersey providing comparable services; and

WHEREAS, PVWC is obligated by covenant with its bondholders and pursuant to the direction of the Local Finance Board of New Jersey in connection therewith, to maintain a certain level of rates and revenues in conjunction therewith; and

WHEREAS, PVWC is embarking upon significant capital projects in its member cities and in systems owned by PVWC to renovate and reconstruct existing, but antiquated distribution systems; and

WHEREAS, the Commission has previously authorized certain capital projects and the financing thereof by the New Jersey Environmental Infrastructure Trust ("NJEIT"); and

WHEREAS, the Commission is required to adjust rates to meet its annual rate covenant to its bondholders; and

WHEREAS, PVWC has duly reviewed its rates, revenues, and expenses, both as presently established and as anticipated in the future, and on the basis thereof, PVWC has determined to proceed with overall annual rate increases as set forth in the PVWC Five Year Plan 2018-2022 updated November 6, 2017, so as to meet its statutory and contractual obligations, and a copy of Table 1 entitled "Rate Adjustments" from said Five Year Plan is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, a copy of Passaic Valley Water Commission Field Service Rates for 2018 is attached hereto and made a part hereof as Exhibit B; and a copy of the summary of the 5-Year Plan 2018-2022 is attached hereto and made a part hereof as Exhibit C; and

WHEREAS, the rates, as hereinafter authorized, are based on said studies and analyses as well as the statutory mandates to which PVWC is subject;

NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

1. That there shall be overall rate increases for all wholesale and retail customers of PVWC as set forth in Exhibit A; and

2. Said rates shall take effect annually on January 1, for years 2018 through 2022; and
3. That notice to all customers consistent herewith, as required pursuant to existing policy of PVWC, shall be given by forwarding to all wholesale customers of PVWC a copy of this Resolution, in full; and public notice thereof shall be given by publishing this Resolution, in full, in the official newspapers of PVWC in accordance therewith;

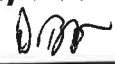
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|----------------|------------|------------|----------------|---------------|
| 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

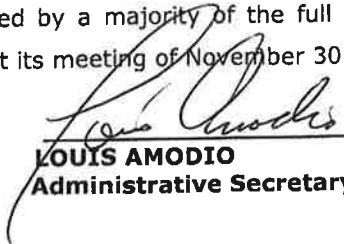


 Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

RATE ADJUSTMENTS FOR 2018-2022

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

TABLE 1: RATE ADJUSTMENTS

| Fixed Service Charges | | | |
|------------------------------|--------------|-------------|-------|
| Year | Owner Cities | Out of Town | Lodi |
| 2018 | 2.00% | 2.00% | 3.50% |
| 2019 | 3.00% | 3.00% | 3.50% |
| 2020 | 3.50% | 3.50% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% |
| 2022 | 2.00% | 2.00% | 3.50% |

| Volumetric Rates | | | | | |
|-------------------------|--------------|-------------|-------|-----------|--------------|
| Year | Owner Cities | Out of Town | Lodi | Wholesale | Pass-Through |
| 2018 | 2.00% | 2.00% | 3.50% | 2.00% | 2.00% |
| 2019 | 3.00% | 3.00% | 3.50% | 3.00% | 3.00% |
| 2020 | 3.50% | 3.50% | 3.50% | 3.50% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% | 3.00% | 3.00% |
| 2022 | 2.00% | 2.00% | 3.50% | 2.00% | 2.00% |

| Fireline Rates | | | |
|-----------------------|--------------|-------------|-------|
| Year | Owner Cities | Out of Town | Lodi |
| 2018 | 4.00% | 4.00% | 3.50% |
| 2019 | 3.00% | 3.00% | 3.50% |
| 2020 | 4.00% | 4.00% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% |
| 2022 | 2.00% | 2.00% | 3.50% |

| Lodi Basis of Rate Adjustments | | | | | |
|---------------------------------------|-----------------------------|---------------------|----------|-----------|-----------------------|
| Increase For Jan 1 | Base Change Per Contract | Anticipated Changes | | Wholesale | Projected Contract |
| | | CPI | CPI+0.5% | | |
| 2018 | 3.50% | 3.00% | 3.50% | 2.00% | 3.50% |
| 2019 | 3.50% | 3.00% | 3.50% | 3.00% | 3.50% |
| 2020 | 3.50% | 3.00% | 3.50% | 3.50% | 3.50% |
| 2021 | 3.50% | 3.00% | 3.50% | 3.00% | 3.50% |
| 2022 | 3.50% | 3.00% | 3.50% | 2.00% | 3.50% |

PASSAIC VALLEY WATER COMMISSION

FIELD SERVICE RATES FOR 2018

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
FIELD SERVICE RATES for 2018**

| | | | |
|---|---------------------|---|----------------|
| MAIN TO CURB | 3/4" | | NO CHARGE |
| DOMESTIC LATERAL INSTALLATION** | 1" | | NO CHARGE |
| ** MAXIMUM DISTANCE CANNOT EXCEED 60FT | 1 1/2" | | \$4,390.00 |
| | 2" | | \$4,670.00 |
| | 4" | | \$6,450.00 |
| | 6" | | \$6,935.00 |
| | 8" | | \$7,520.00 |
| | 12" | | \$9,190.00 |
| CURB TO BUILDING | 3/4" | | \$4,150.00 |
| DOMESTIC LATERAL INSTALLATION** | 1" | | \$4,215.00 |
| ** MAXIMUM DISTANCE CANNOT EXCEED 60FT | 1 1/2" | | \$4,390.00 |
| | 2" | | \$4,670.00 |
| | 4" | Must be installed by property owner. | |
| | 6" | | |
| | 8" | | |
| | 12" | | |
| FIRE PROTECTION LATERAL | 2" | | |
| | 4" | | \$6,450.00 |
| | 6" | | \$6,935.00 |
| | 8" | | \$7,520.00 |
| | 12" | | \$9,190.00 |
| LEAK DETECTION/VALVE INSPECTION | UP TO 4 HRS | | \$650.00 |
| | 4-8 HRS | | \$1,275.00 |
| | SUNDAYS UP TO 4 HRS | | \$975.00 |
| | SUNDAYS 4-8 HRS | | \$1,780.00 |
| METER VAULT/FORD BOX INSTALLATION | 3/4" & 1" | | \$1,185.00 |
| | 1 1/2" & 2" | | \$4,850.00 |
| | 4" - 12" | | \$11,275.00 |
| ADDITIONAL/NEW METER SETS | 5/8" | | \$170.00 |
| REDUCE/INCREASE METER SIZE | 3/4" | | \$170.00 |
| ** METERS ARE SUPPLIED BY PVWC & INSTALLED BY OWNER | 1" | | \$170.00 |
| | 1 1/2" | | \$170.00 |
| | 2" | | \$170.00 |
| | 3" | | \$775.00 |
| ELMWOOD PARK ONLY: | | | |
| 5/8" to 2" meters are \$145 | 3" COMPOUND | | \$1,425.00 |
| For meters larger than 2" contact PVWC Customer Service for pricing. | 4" | | \$1,265.00 |
| | 4" COMPOUND | | \$2,140.00 |
| | 6" | | \$2,015.00 |
| | 6" COMPOUND | | \$3,155.00 |
| | 8" | | \$2,890.00 |
| | 10" | | \$4,850.00 |
| | 12" | | \$5,560.00 |
| DAMAGED/MISSING METER | 5/8" - 1" | | \$300.00 |
| BROKEN FROSTPLATE | 1 1/2" - 2" | | \$595.00 |
| | 3" - 10" | FIELD SUPERVISOR TO | DETERMINE COST |
| HIT HYDRANT | | | \$6,015.00 |
| HIT HYDRANT (BREAKAWAY) | | | \$3,000.00 |
| HYDRANT RELOCATE | | | \$6,015.00 |
| NEW HYDRANT INSTALL | | | \$6,015.00 |
| STRIPPED VALVE | 3/4" - 1" | | \$135.00 |
| | 1 1/2" - 2" | | \$220.00 |
| | 3" - 16" | FIELD SUPERVISOR TO | DETERMINE COST |
| SPECIAL METER TEST | 5/8" - 2" | | \$155.00 |
| | 3" - 16" | | \$275.00 |
| AFTER HOURS FEE | | | \$150.00 |
| CC CHARGEBACK FEE | | | \$54.00 |
| DELINQUENCY TURN ON | | | \$115.00 |
| DELINQUENCY TURN ON (ELMWOOD PARK ONLY) | | | \$137.13 |
| FINAL LATE NOTICE FEE | | | \$40.00 |
| FINAL READ | | | \$40.00 |
| FLOW TEST | | | \$350.00 |
| LEAD STUDY | | | \$17.00 |
| NSF CHECK FEE | | | \$54.00 |
| SHUT OFF FOR REPAIRS | | | \$40.00 |
| TP REPAIR/REPLACE | | | \$76.00 |

PASSAIC VALLEY WATER COMMISSION

5-YEAR PLAN 2018-2022

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

5-YEAR PLAN

2018-2022

SUMMARY

- This Plan forecasts revenues, expenses, capital improvements and debt service requirements for the Commission for the years 2018 through 2022.
- Annual rate adjustments have been lowered from previous plans and are maintained at adequate levels to meet coverage ratio targets. The rate adjustments for Owner Cities and Out-of-Town retail and wholesale sales range from 2.00% to 3.5% per year during the Plan period. Projected Lodi rate increases are forecast according to the lease agreement and are anticipated to be 3.5% per year. (See Table 1)
- Retail sales revenues will increase from \$63.6 million in 2018 to \$70.8 million in 2022. Wholesale sales will increase from \$31.2 million in 2018 to \$35.1 million in 2022. (See Table 2)
- The total cost of service is projected to be \$109.4 million in 2018. This will increase to \$113.4 million in 2019 and thereafter decline to \$105.8 million by 2022 as a result of lower capital needs and lower debt service payments as current debt issues are retired. The total cost of service includes operations and maintenance expenses, debt service, capital improvements funded from cash receipts, and reserve fund replenishment. (See Table 3)
- Annual capital construction expenses range from \$30.6 million to \$58.6 million for a total of \$248.5 million over the five-year planning period. Of this amount, \$108.2 million (44%) is associated with the Reservoir Project. On average, \$17.6 million per year will be funded from cash receipts. NJEIT financing will be used to fund the balance of the Reservoir Project and any improvements not funded with current cash. (See Table 4)
- Annual debt service ranges from \$16.1 million (2018) to \$18.4 million (2021) and begins to decline in 2022. (See Table 5)

TABLE 1: PROJECTED RATE ADJUSTMENTS

| Fixed Service Charges | | | |
|------------------------------|--------------|-------------|-------|
| Year | Owner Cities | Out of Town | Lodi |
| 2018 | 2.00% | 2.00% | 3.50% |
| 2019 | 3.00% | 3.00% | 3.50% |
| 2020 | 3.50% | 3.50% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% |
| 2022 | 2.00% | 2.00% | 3.50% |

| Volumetric Rates | | | | | |
|-------------------------|--------------|-------------|-------|-----------|--------------|
| Year | Owner Cities | Out of Town | Lodi | Wholesale | Pass-Through |
| 2018 | 2.00% | 2.00% | 3.50% | 2.00% | 2.00% |
| 2019 | 3.00% | 3.00% | 3.50% | 3.00% | 3.00% |
| 2020 | 3.50% | 3.50% | 3.50% | 3.50% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% | 3.00% | 3.00% |
| 2022 | 2.00% | 2.00% | 3.50% | 2.00% | 2.00% |

| Fireline Rates | | | |
|-----------------------|--------------|-------------|-------|
| Year | Owner Cities | Out of Town | Lodi |
| 2018 | 4.00% | 4.00% | 3.50% |
| 2019 | 3.00% | 3.00% | 3.50% |
| 2020 | 4.00% | 4.00% | 3.50% |
| 2021 | 3.00% | 3.00% | 3.50% |
| 2022 | 2.00% | 2.00% | 3.50% |

| Lodi Basis of Rate Adjustments | | | | | |
|---------------------------------------|--------------------------------|---------------------|----------|-----------|-----------|
| Increase For Jan 1 | Base Change Per Contract | Anticipated Changes | | | Projected |
| | | CPI | CPI+0.5% | Wholesale | Contract |
| 2018 | 3.50% | 3.00% | 3.50% | 2.00% | 3.50% |
| 2019 | 3.50% | 3.00% | 3.50% | 3.00% | 3.50% |
| 2020 | 3.50% | 3.00% | 3.50% | 3.50% | 3.50% |
| 2021 | 3.50% | 3.00% | 3.50% | 3.00% | 3.50% |
| 2022 | 3.50% | 3.00% | 3.50% | 2.00% | 3.50% |

TABLE 2: SUMMARY OF REVENUES

| | Plan Year | | | | |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| Owner Cities | | | | | |
| Fixed | \$20,188,767 | \$20,879,645 | \$21,699,413 | \$22,441,737 | \$22,985,386 |
| Owner Cities | | | | | |
| Volumetric | \$28,326,408 | \$28,913,409 | \$29,754,496 | \$30,450,090 | \$30,873,045 |
| Owner Cities | | | | | |
| Fireline | \$5,472,973 | \$5,662,327 | \$5,915,065 | \$6,119,479 | \$6,269,367 |
| Subtotal Owner Cities | \$53,988,147 | \$55,455,381 | \$57,368,974 | \$59,011,306 | \$60,127,798 |
| Out of Town | | | | | |
| Fixed | \$2,512,472 | \$2,596,184 | \$2,695,622 | \$2,785,509 | \$2,850,245 |
| Out of Town | | | | | |
| Volumetric | \$2,937,786 | \$3,000,267 | \$3,082,616 | \$3,153,154 | \$3,191,476 |
| Out of Town | | | | | |
| Fireline | \$253,911 | \$261,528 | \$271,989 | \$280,147 | \$285,752 |
| Subtotal Out of Town | \$5,704,169 | \$5,857,978 | \$6,050,227 | \$6,218,811 | \$6,327,473 |
| Lodi | | | | | |
| Fixed | \$1,244,754 | \$1,293,167 | \$1,343,546 | \$1,395,899 | \$1,450,125 |
| Lodi | | | | | |
| Volumetric | \$2,143,901 | \$2,298,286 | \$2,263,097 | \$2,326,534 | \$2,388,892 |
| Lodi | | | | | |
| Fireline | \$489,883 | \$507,032 | \$524,779 | \$543,140 | \$562,148 |
| Subtotal Lodi | \$3,878,538 | \$4,098,484 | \$4,131,421 | \$4,265,573 | \$4,401,165 |
| Subtotal Retail Sales | \$63,570,855 | \$65,411,843 | \$67,550,622 | \$69,495,690 | \$70,856,436 |
| Wholesale | | | | | |
| Volumetric | \$31,197,366 | \$31,937,456 | \$33,548,212 | \$34,464,170 | \$35,061,193 |
| Total Revenues From Sales | \$94,768,222 | \$97,349,299 | \$101,098,833 | \$103,959,860 | \$105,917,629 |
| Miscellaneous Revenues | | | | | |
| | \$5,350,321 | \$5,537,759 | \$5,749,665 | \$5,979,065 | \$6,223,547 |
| TOTAL REVENUES | \$100,118,543 | \$102,887,058 | \$106,848,498 | \$109,938,925 | \$112,141,176 |

TABLE 3: COST OF SERVICE SUMMARY

| Item | Plan Year | | | | |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| Executive | \$590,700 | \$598,600 | \$615,500 | \$632,900 | \$650,800 |
| Legal | \$692,800 | \$713,500 | \$734,800 | \$757,000 | \$779,800 |
| Engineering | \$1,879,100 | \$1,691,700 | \$1,729,700 | \$1,781,200 | \$1,835,000 |
| Purchasing | \$288,700 | \$293,700 | \$302,400 | \$311,400 | \$320,700 |
| Accounting | \$1,167,700 | \$1,197,200 | \$1,229,000 | \$1,262,800 | \$1,297,700 |
| Commercial | \$2,058,250 | \$2,093,750 | \$2,127,450 | \$2,191,500 | \$2,258,200 |
| Personnel | \$610,800 | \$564,800 | \$644,300 | \$663,100 | \$682,500 |
| Purification Excluding Chemicals | \$4,677,800 | \$4,486,458 | \$4,662,535 | \$4,805,600 | \$4,948,700 |
| Pumping Excluding Purchased Power | \$1,568,300 | \$1,602,000 | \$1,635,500 | \$1,670,500 | \$1,706,500 |
| Maintenance & Construction | \$5,562,500 | \$5,930,300 | \$6,040,500 | \$6,221,700 | \$6,408,400 |
| Distribution | \$6,213,500 | \$6,235,900 | \$6,381,300 | \$6,576,200 | \$6,774,200 |
| Water Quality Control | \$2,585,000 | \$2,459,300 | \$2,507,200 | \$2,582,500 | \$2,660,800 |
| Water Purchases Other Than NJDWSC | \$100,000 | \$100,000 | \$100,000 | \$103,000 | \$106,100 |
| Chemicals | \$5,000,000 | \$5,250,000 | \$5,512,500 | \$5,677,900 | \$5,848,200 |
| Power - Gas & Electric | \$6,060,000 | \$6,420,000 | \$6,735,000 | \$6,937,100 | \$7,145,200 |
| NJDWSC | \$10,500,000 | \$11,025,000 | \$11,576,250 | \$11,923,500 | \$12,281,200 |
| Insurance & Taxes | \$12,860,040 | \$14,180,125 | \$15,687,110 | \$16,161,500 | \$16,650,100 |
| Administrative & General | \$2,582,500 | \$2,638,500 | \$2,638,500 | \$2,853,826 | \$2,796,200 |
| Total O&M Expenses | \$64,997,690 | \$67,480,833 | \$70,859,545 | \$73,113,226 | \$75,150,300 |
| Interest Payments in Debt Service | \$5,101,866 | \$4,668,661 | \$4,205,892 | \$3,703,782 | \$3,155,663 |
| Depreciation | \$11,660,000 | \$12,359,600 | \$13,101,176 | \$13,494,200 | \$13,899,000 |
| Debt Service | \$16,142,503 | \$16,615,403 | \$16,923,285 | \$18,457,120 | \$16,338,895 |
| Pay-Go Funded Capital Improvements | \$27,228,000 | \$27,964,900 | \$15,000,000 | \$15,000,000 | \$13,970,184 |
| Replenishment of Reserves | \$990,520 | \$1,316,602 | \$563,119 | \$375,614 | \$339,512 |
| Total Capital & Capital-Related | \$44,361,023 | \$45,896,905 | \$32,486,404 | \$33,832,734 | \$30,648,591 |
| Total Cost of Service | \$109,358,713 | \$113,377,737 | \$103,345,949 | \$106,945,960 | \$105,798,891 |

Table 4: CAPITAL IMPROVEMENT PLAN (2018 to 2022)

| PROJECT | 2018 | 2019 | 2020 | 2021 | 2022 | 2018-2022 Total |
|--|-----------|------------|------------|------------|-----------|--------------------|
| Recurring Construction, Vehicles, & Equipment | | | | | | |
| Cleaning and Lining | | | | | | |
| Main Replacement | 4,800,000 | | | | | 4,800,000 |
| Valve & Hydrant Replacement | | 4,000,000 | 4,120,000 | 4,243,600 | 4,370,908 | 16,734,508 |
| Meter Replacement | 515,000 | 530,450 | 546,364 | 562,755 | 579,638 | 2,734,207 |
| Plant/Distribution | 2,000,000 | 7,000,000 | 7,000,000 | 7,000,000 | 1,000,000 | 24,000,000 |
| Vehicles/Equipment | 515,000 | 530,450 | 546,364 | 562,755 | 579,638 | 2,734,207 |
| Subtotal Recurring Construction, Vehicles, & Equipment | 8,810,000 | 12,510,900 | 12,662,728 | 12,819,110 | 6,980,184 | 53,782,922 |
| Discrete Projects | | | | | | |
| Source of Supply | | | | | | |
| New Street Dam Improvements | | | | | 1,500,000 | 1,500,000 |
| Secondary Wanaque Line | | | | 850,000 | | 850,000 |
| Wanaque Suction Line | | | | | 800,000 | 800,000 |
| Intake Improvements | | | 500,000 | | | 500,000 |
| Intake Bar Rack | 750,000 | | | | | 750,000 |
| Point View Interconnect | | | 15,000,000 | | | 15,000,000 |
| Subtotal Source of Supply Improvements | 750,000 | | 15,500,000 | 850,000 | 2,300,000 | 19,400,000 |

Table 4: CAPITAL IMPROVEMENT PLAN (2018 to 2022)- Continued

| PROJECT | DESCRIPTION | 2018 | 2019 | 2020 | 2021 | 2022 | Total |
|---|---|------------------|------------------|------------------|------------------|------------|-------------------|
| Production & Pumping | | | | | | | |
| Main Pump Station Discharge Valves | Replace Disch Valves-Main Pumps | | 2,500,000 | 500,000 | | | 3,000,000 |
| Rehabilitate Chemical Systems | Replace & relocate PACI tanks (2) add to RTU | 400,000 | | | | | 400,000 |
| MCC Pump Drives | New VFDs for 4 pumps | 1,000,000 | 1,000,000 | | | | 2,000,000 |
| Hydro-Turbine Generators | Replace Pennstock Valves and Stop Logs | | 4,000,000 | | | | 4,000,000 |
| | Refurbish & Re-Align 4 Turbine Generators | | | 7,000,000 | 6,600,000 | | 13,600,000 |
| | New Thickener and Pumping Station | | 1,200,000 | | | | 1,200,000 |
| Residuals Treatment | Rehab Two Existing Thickeners + New Dist. Box | | | 800,000 | | | 800,000 |
| | Modify Tank No. 3 | | 320,000 | | 1,000,000 | | 1,000,000 |
| Filter Valve Actuators | Repair/Replace Valve Actuators | 320,000 | | | | | 640,000 |
| Replace Ferric Pumps | | 37,000 | | | | | |
| Subtotal Production & Pumping Improvements | | 1,720,000 | 9,020,000 | 8,300,000 | 7,600,000 | - | 26,640,000 |
| Distribution | | | | | | | |
| Lodi New Northern End | Install ~ 16,000 lf of new 8" and 12" main | 5,000,000 | | | | | 5,000,000 |
| Lodi Hydrants and Valves | Replace old hydrants and valves | | 600,000 | 600,000 | | | 1,200,000 |
| Large Valve Program | Replace/install valves at 8 key locations | 500,000 | 1,000,000 | 500,000 | | | 2,000,000 |
| Open Finished Water Reservoirs | Consulting-Phase 1-Design, Mgmt, Legal | 400,000 | 400,000 | 400,000 | | | 1,200,000 |
| | Consulting-Phase 2-Design, Mgmt, Legal | 1,000,000 | 600,000 | 600,000 | 600,000 | | 2,800,000 |
| | Phase 1-Const Levine & Stby Pwr @Plant | 22,000,000 | 12,000,000 | 12,000,000 | | | 46,000,000 |
| | Phase 2-Const-New St | | | 4,000,000 | 26,000,000 | 16,000,000 | 46,000,000 |
| | Phase 3-Const-GI Notch | | 10,000,000 | | | | 10,000,000 |
| Back-up Power at Remote Pump Stations | | 500,000 | 500,000 | | | | 1,000,000 |
| Corrosion Inhibitor | | | 600,000 | | | 600,000 | 1,200,000 |

Table 4: CAPITAL IMPROVEMENT PLAN (2018 to 2022)- Continued

| <u>PROJECT</u> | <u>DESCRIPTION</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>Total</u> |
|--|---|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Distribution (Continued) | | | | | | | |
| Owner Cities Storz Connections | Quick connect hydrant connections | | | | | | |
| Lodi Tank | Replace Tank | | | | | | - |
| Paterson Eastside | 2,200 feet of 16-inch main | | | | 675,000 | | 675,000 |
| PVWC/United Interconnection | Upgrade interconnection in Lodi | | | | | 2,000,000 | 2,000,000 |
| Great Falls Arch Bridge | Repair & Re-Paint Bridge | | 600,000 | | | | 600,000 |
| Lead Service Replacements | Main to Building ~ 800 | 2,200,000 | | | | | 2,200,000 |
| Subtotal Distribution Improvements | | 31,100,000 | 25,700,000 | 19,200,000 | 27,275,000 | 18,600,000 | 121,875,000 |
| Plant & General Structures | | | | | | | |
| Main Pumping Station | Renovation of Operator's Office | 500,000 | | | | | 500,000 |
| | Replace Roof & Skylights & Windows | 4,000,000 | | | | | 4,000,000 |
| Main Pumping Station | Rehab. P. S. floor | | | 1,200,000 | | | 1,200,000 |
| Main Pumping Station | Rehab. P. S. basement piping | | 1,400,000 | | | | 1,400,000 |
| Transfer Pumping Station | New Transfer Pumps at Plant | | | | 7,500,000 | | 7,500,000 |
| Botany P.S. | Electrical and Air Conditioning | | 1,000,000 | | | | 1,000,000 |
| Electrical Upgrades | Plant and Outlying Stations | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,250,000 |
| Great Falls Buildings | Historic treatment of roof rehab | 500,000 | | | | | 500,000 |
| Point View | Roof replacement and windows | 750,000 | | | | | 750,000 |
| New Street & Levine | Fencing | 70,000 | 72,000 | 76,000 | | | 218,000 |
| Main Pump Station | Fencing | 28,000 | 29,000 | 31,000 | | | 88,000 |
| Hydraulic Switchboard | Hydraulic Switchboard Rehabilitation | | | | | 2,000,000 | 2,000,000 |
| Clearwell Baffles | Furnish & Install Baffles in the Clearwells | | | | 800,000 | | 800,000 |
| Subtotal Plant & General Structures | | 6,098,000 | 2,751,000 | 1,557,000 | 8,550,000 | 2,250,000 | 21,206,000 |

Table 4: CAPITAL IMPROVEMENT PLAN (2018 to 2022)- Continued

| PROJECT | DESCRIPTION | 2018 | 2019 | 2020 | 2021 | 2022 | Total |
|--|--|------------|------------|------------|------------|------------|-------------|
| Instrumentation, Controls and Information Technologies | | | | | | | |
| Distribution SCADA | Hardware & Software | 500,000 | 500,000 | 500,000 | | | 1,500,000 |
| WTP SCADA | System Instrumentation | | | | | | |
| SCADA | Upgrade PLC's for Plant RTU's | 40,000 | | | | | 40,000 |
| SCADA | Licenses for Systems (one time cost) | 40,000 | | | | | 40,000 |
| Commercial Systems Upgrade | CIS upgrade | 300,000 | | | | | 300,000 |
| Security system upgrade | Lone employee security system & RFID | 200,000 | 125,000 | | | | 325,000 |
| | CMMS, Inventory & Financial Management | 750,000 | 750,000 | 750,000 | | | 2,250,000 |
| Engineering Systems | | | | | | | |
| | Digital Mapping & GIS Ass'mt | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 250,000 |
| Laboratory/Water Quality Systems | Security Consultant/Vulnerability Imp | 20,000 | 58,000 | 60,000 | 62,000 | 62,000 | 262,000 |
| | Automatic Inorganic Chemistry Syst | 20,000 | | | | | 20,000 |
| | IC | 100,000 | | | | | 100,000 |
| | Chem Analyzer | 70,000 | | | | | 70,000 |
| | Two GC's | 20,000 | | | | | 20,000 |
| | GCMS | 20,000 | | | | | 20,000 |
| | ICP/MS or ICP | 20,000 | | | | 328,000 | 348,000 |
| Subtotal Instrumentation, Controls and Information Technologies | | | | | | | |
| | | 2,150,000 | 1,483,000 | 1,360,000 | 112,000 | 440,000 | 5,545,000 |
| TOTAL | | | | | | | |
| | | 50,628,000 | 51,464,900 | 58,579,728 | 57,206,110 | 30,570,184 | 248,448,922 |

TABLE 5: DEBT SERVICE SUMMARY

| Year | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|--------------|--------------|--------------|--------------|--------------|
| NJEIT, Series 2001B | \$3,773,460 | \$3,779,742 | \$3,777,136 | \$3,766,320 | \$- |
| NJEIT, Series 2001A | \$480,536 | \$485,014 | \$480,083 | \$483,451 | \$- |
| NJEIT, Series 2002 (P1) | \$299,605 | \$147,950 | \$149,668 | \$150,310 | \$150,326 |
| NJEIT, Series 2002 (P2) | \$21,095 | \$18,678 | \$17,049 | \$20,136 | \$18,260 |
| Revenue Refunding Bonds, Series 2003 | \$4,383,750 | \$4,382,000 | \$4,381,750 | \$4,382,500 | \$4,383,750 |
| NJEIT, Series 2007 | \$227,475 | \$220,103 | \$225,547 | \$230,537 | \$222,031 |
| Revenue Bonds, Series 2009 A, B & C | \$3,635,543 | \$3,639,643 | \$3,638,930 | \$3,633,780 | \$3,631,980 |
| NJEIT Bonds, Series 2010 | \$280,223 | \$279,223 | \$277,973 | \$276,473 | \$279,723 |
| Revenue Bonds, Series 2014 | \$1,576,038 | \$1,576,438 | \$1,572,638 | \$1,572,638 | \$1,572,138 |
| Revenue Refunding Bonds, Series 2015 | \$1,390,400 | \$1,391,200 | \$1,395,400 | \$1,387,150 | \$1,396,650 |
| Lodi Lease Payments | \$74,378 | \$76,609 | \$78,907 | \$81,274 | \$83,712 |
| Total Existing | \$16,142,503 | \$15,996,600 | \$15,995,081 | \$15,984,569 | \$11,738,570 |
| Reservoir 20 Yr Financing (through NJEIT) | | | | | |
| Water Supply System Revenue Bonds (Series 2017A) (Reservoir Ph 1) | \$- | \$46,262 | \$69,393 | \$69,393 | \$69,393 |
| Water Supply System Revenue Bonds (Series 2017B) (Reservoir Ph 1) | \$- | \$572,541 | \$858,811 | \$858,811 | \$858,811 |
| \$21.075m Revenue Bonds, Series 2018A (Reservoir Ph 2) Principal | \$- | \$- | \$1,050,000 | \$1,050,000 | \$1,055,000 |
| \$7.025m Revenue Bonds, Series 2018B (Reservoir Ph 2) Interest | \$- | \$- | \$234,346 | \$234,346 | \$228,964 |
| \$7.025m Revenue Bonds, Series 2018B (Reservoir Ph 2) Principal | \$- | \$- | \$260,000 | \$260,000 | \$270,000 |
| Total Reservoir | \$- | \$618,803 | \$928,204 | \$2,472,551 | \$2,482,169 |
| Other Projected Debt | | | | | |
| \$38.340m NJEIT Revenue Bonds, Series 2020C Base Construction - Principal | | | | | \$1,790,000 |
| \$38.340m NJEIT Revenue Bonds, Series 2020C Base Construction - Interest | | | | | \$328,156 |
| Total Other New DS | \$- | \$- | \$- | \$- | \$2,118,156 |
| Total Increase in DS | \$16,142,502 | \$16,615,402 | \$16,923,285 | \$18,457,119 | \$4,600,325 |
| New Total DS | \$16,142,502 | \$16,615,402 | \$16,923,285 | \$18,457,119 | \$16,338,895 |

Wholesale Treated Water Rate Comparison

| System | Rate \$/MG |
|---------------------------------------|--------------------|
| North Jersey District - Wanaque North | \$ 745.65 |
| North Jersey District - Wanaque South | \$ 1,134.19 |
| New Brunswick | \$ 2,067.00 |
| East Windsor MUA | \$ 2,190.00 |
| Jersey City MUA | \$ 2,248.00 |
| Morris County MUA | \$ 2,426.00 |
| PVWC | \$ 2,699.86 |
| City of Wildwood | \$ 2,700.00 |
| NJAW Sales to Other Systems | \$ 2,769.80 |
| Newark | \$ 2,809.43 |
| City of Trenton | \$ 2,828.88 |
| Middlesex Water Co | \$ 2,927.84 |
| SUEZ Water NJ | \$ 3,117.91 |
| NJAW - Optional Industrial Wholesale | \$ 3,514.40 |
| Marlboro Water Department | \$ 4,048.01 |
| Atlantic City MUA | \$ 4,310.16 |
| Borough of Seaside Heights | \$ 5,000.00 |
| Montclair Water Bureau | \$ 5,414.44 |
| Aqua NJ | \$ 5,794.70 |
| NJAW GMS Sale for Resale | \$ 6,149.80 |
| Township of Maple Shade | \$ 6,800.00 |

RESOLUTION: 17-111
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, under Contract No. 14-B-10 "Water Meter Reading and Related Services" (the "Contract"), Severn Trent Environmental Services of Glencove, New York (the "Contractor") provided, and continues to provide, goods and services under this 3-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 February 18, 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 three (3) years or less, (for a total contract duration not to exceed five (5) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the Contract, otherwise scheduled to end on or about February 17, 2018, 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 applicable 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 February 18, 2018 and ending on February 17, 2020; all as indicated in the Director of Engineering's memorandum dated October 30, 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 October 30, 2017 along with the Contractor's correspondence dated October 24, 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 3-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 \$1,075,266.66; 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 No. 14-B-10 "Water Meter Reading and Related Services" to Severn Trent Environmental Services of Glencove, New York

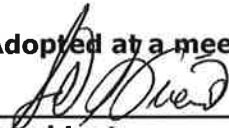
commencing February 18, 2018 and expiring on February 17, 2020; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$1,075,266.66.

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND

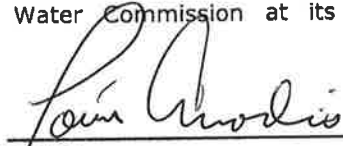


 Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 14-B-10
"WATER METER READING AND RELATED SERVICES"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 30, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: October 30, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 14-B-10 "Water Meter Reading and Related Services"

Under Contract 14-B-10 "Water Meter Reading and Related Services" the "Contract"), Severn Trent Environmental Services of Glencove, New York (the "Contractor") 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 February 18, 2015. This 3-year contract, which is otherwise scheduled to end on or about February 17, 2018, 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 five (5) years, including extensions. A 2-year extension would result in an overall contract duration of five (5) 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 October 30, 2017, along with the Contractor's correspondence dated October 24, 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 14-B-10 be extended for a 2-year period of time beginning February 18, 2018 and ending on February 17, 2020. 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 \$1,075,266.66.

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 14-B-10
"WATER METER READING AND RELATED SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED OCTOBER 30, 2017 AND CONTRACTOR'S
CORRESPONDENCE DATED OCTOBER 24, 2017**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2017

FROM: Purchasing Department

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

RE: **Contract # 14-B-10 "Water Meter Reading and related Services**

The above referenced contract is due to expire 02/17/18. 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, **Severn Trent Environmental Services, 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 (Three Years) = \$1,612,900.00

Extension Amount (Two Years) = \$1,075,266.66

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 14-B-10
"WATER METER READING AND RELATED SERVICES"**

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 Two Year Extension: **14-B-10 - Severn Trent Environmental Services**

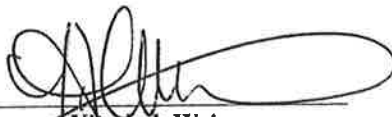
Amount of Project or Contract: \$ 1,075,266.66

1. Acct: # 001-0601-416-72-10 Purchases-Services / Outside Meter Reading

Specific Appropriation to which expenditures will be charged: Budget 2018/2019/2020

Other comments: Two (2) Year Contract Extension Commencing: February 2018
Water Meter Reading and Related Services

Date of Certification: 10/02/2017 Certified: \$ 1,075,266.66


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-112
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: November 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, under Contract No. 16-B-1 "Sulfuric Acid" (the "Contract"), Univar USA, Inc. of Middletown, Pennsylvania (the "Contractor") 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 January 20, 2016; 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 Contract, otherwise scheduled to end on or about January 19, 2018, 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 applicable 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 January 20, 2018 and ending on January 19, 2020; all as indicated in the Director of Engineering's memorandum dated October 30, 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 October 30, 2017 along with the Contractor's correspondence dated October 17, 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 \$997,500.00; 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 No. 16-B-1 "Sulfuric Acid" to Univar USA, Inc. of Middletown, Pennsylvania commencing January 20, 2018 and

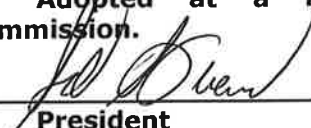
expiring on January 19, 2020; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$997,500.00.

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND

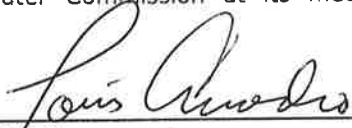


 Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-1
"SULFURIC ACID"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 30, 2017**

EXHIBIT A

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

Date: October 30, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 16-B-1 "Sulfuric Acid"

Under Contract 16-B-1 "Sulfuric Acid" (the "Contract"), Univar USA, Inc. of Middletown, Pennsylvania (the "Contractor") 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 January 20, 2016. This 2-year contract, which is otherwise scheduled to end on or about January 19, 2018, 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 October 30, 2017, along with the Contractor's correspondence dated October 17, 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 16-B-1 be extended for a 2-year period of time beginning January 20, 2018 and ending on January 19, 2020. 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 \$997,500.00.

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 16-B-1
"SULFURIC ACID"**

**DIRECTOR OF PURCHASING'S MEMORANDUM DATED
OCTOBER 30, 2017 AND CONTRACTOR'S CORRESPONDENCE
DATED OCTOBER 17, 2017**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2017

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 16-B-1 "Sulfuric Acid"**

The above referenced contract is due to expire 01/20/2018. 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, **Univar USA, 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) = \$997,500.00

Extension Amount (Two Years) = \$997,500.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Lucianin, Gregg

From: Kirsten Bimler <kirsten.bimler@univar.com>
Sent: Tuesday, October 17, 2017 8:10 AM
To: Lucianin, Gregg
Cc: Kirsten Bimler
Subject: RE: 2 Year Extension Contract 16-B-1 Sulfuric Acid

Good morning Gregg,

Univar will be able to extend your current Sulfuric Acid pricing for an additional 2 years (01/21/18-01/20/20) at the current selling price of \$1.33/gallon.

Kirsten Bimler
Municipal Specialist
Univar
T +1-717-948-5370

From: Lucianin, Gregg [mailto:GLUCIANin@PVWC.com]
Sent: Monday, October 16, 2017 2:17 PM
To: Kirsten Bimler
Subject: RE: 2 Year Extension Contract 16-B-1 Sulfuric Acid

Kirsten,

Ok thank you very

Gregg B Lucianin
Purchasing Agent
Passaic Valley Water Commission
1525 Main Ave, Clifton NJ 07011
973-340-4316-P
973-340-5584-F
glucianin@pvwc.com

From: Kirsten Bimler [mailto:kirsten.bimler@univar.com]
Sent: Monday, October 16, 2017 1:43 PM
To: Lucianin, Gregg <GLUCIANin@PVWC.com>
Cc: Kirsten Bimler <kirsten.bimler@univar.com>
Subject: RE: 2 Year Extension Contract 16-B-1 Sulfuric Acid

Hi Gregg,

I just wanted to let you know that I am still working on this one. It is Univar's desire to extend the pricing but we are still waiting on the approvals.

I hope to have them tomorrow afternoon.

Kirsten Bimler
Municipal Specialist
Univar
T +1-717-948-5370

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-1
"SULFURIC ACID"**

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 Extension: **16-B-1 - Univar, USA, Inc.**

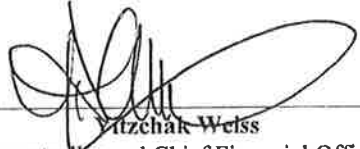
Amount of Project or Contract: \$ 997,500.00

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

Specific Appropriation to which expenditures will be charged: Budget 2018/2020

Other comments: Two (2) Year Contract Extension Commencing: January 2018
Sulfuric Acid

Date of Certification: 10/30/2017 Certified: \$ 997,500.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbf

RESOLUTION: 17-113
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, under Contract No. 16-B-3 "Liquid Oxygen" (the "Contract"), Airgas USA, LLC of Allentown, Pennsylvania (the "Contractor") 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 February 17, 2016; 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 Contract, otherwise scheduled to end on or about February 16, 2018, 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 applicable 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 February 17, 2018 and ending on February 16, 2020; all as indicated in the Director of Engineering's memorandum dated October 30, 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 October 30, 2017 along with the Contractor's correspondence dated October 26, 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 \$361,520.00; 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 No. 16-B-3 "Liquid Oxygen" to Airgas USA, LLC of Allentown, Pennsylvania commencing February 17, 2018 and expiring on February 16, 2020; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$361,520.00.
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 |
|-----------------------|--------------|------------|----------------|---------------|
| RODRIGUEZ, I. | <u> X </u> | ___ | ___ | ___ |
| VANNOY, R. | <u> X </u> | ___ | ___ | ___ |
| LEVINE, J. | <u> X </u> | ___ | ___ | ___ |
| KOLODZIEJ, J. | <u> X </u> | ___ | ___ | ___ |
| SANCHEZ, R. | <u> X </u> | ___ | ___ | ___ |
| BLUMENTHAL, D. | ___ | ___ | ___ | <u> X </u> |
| FRIEND, G. | ___ | ___ | ___ | <u> X </u> |

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

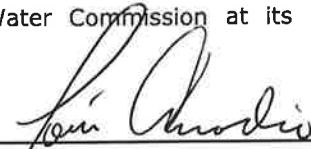


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
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 November 30, 2017.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-3
"LIQUID OXYGEN"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 30, 2017**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: October 30, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 16-B-3 "Liquid Oxygen"

Under Contract 16-B-3 "Liquid Oxygen" (the "Contract"), Airgas USA, LLC of Allentown, Pennsylvania (the "Contractor") 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 February 17, 2016. This 2-year contract, which is otherwise scheduled to end on or about February 16, 2018, 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 October 30, 2017, along with the Contractor's correspondence dated October 26, 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 16-B-3 be extended for a 2-year period of time beginning February 17, 2018 and ending on February 16, 2020. 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 \$361,520.00.

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 16-B-3
"LIQUID OXYGEN"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED OCTOBER 30, 2017 AND CONTRACTOR'S
CORRESPONDENCE DATED OCTOBER 26, 2017**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2017

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: **Contract # 16-B-3 "Liquid Oxygen"**

The above referenced contract is due to expire 02/16/2018. 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, **Airgas USA, LLC.** 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) = \$361,520.00

Extension Amount (Two Years) = \$361,520.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Duprey, Jim

From: John Imgrund <john.imgrund@airgas.com>
Sent: Thursday, October 26, 2017 10:35 AM
To: Duprey, Jim
Cc: Tom Scott; @EAS Govt Bid Desk; Steve Scheuring
Subject: FW: PASSAIC VALLEY WATER COMMISSION FW: [EXTERNAL] Contract 16-B-3 "Liquid Oxygen"-2-Year Contract Extension

Jim,

Airgas USA, LLC hereby agrees to a 2-year extension of Contract 16-B-3 "Liquid Oxygen" in accordance with the terms and conditions of the Contract and at an allowable and negotiated 0% increase in the unit price and the lump sum price with the said extension commencing 2/17/18 and expiring 2/16/20.

Please copy the above email group on any documents for execution moving forward in this process. Don't hesitate to contact me on my cell phone 862-250-3412 at any time for discussion.

Thank you

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 16-B-3
"LIQUID OXYGEN"**

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 Extension: **16-B-3 Airgas USA, LLC**

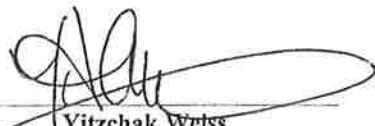
Amount of Project or Contract: \$ 361,520.00

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

Specific Appropriation to which expenditures will be charged: Budget 2018/2019/2020

Other comments: Two (2) Year Contract Extension Commencing: February 2018
Liquid Oxygen

Date of Certification: 10/30/2017 Certified: \$ 361,520.00


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-114
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, under Contract No. 16-B-4 "Information Technology (IT) Support Services" (the "Contract"), Integrated Microsystems, Inc. of Haledon, New Jersey (the "Contractor") 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 February 17, 2016; 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 Contract, otherwise scheduled to end on or about February 16, 2018, 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 applicable 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 February 17, 2018 and ending on February 16, 2020; all as indicated in the Director of Engineering's memorandum dated October 30, 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 October 30, 2017 along with the Contractor's correspondence dated October 25, 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 \$278,400.00; 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 No. 16-B-4 "Information Technology (IT) Support Services" to Integrated Microsystems, Inc. of Haledon, New Jersey commencing

February 17, 2018 and expiring on February 16, 2020; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$278,400.00.

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

Adopted at a meeting of Passaic Valley Water Commission



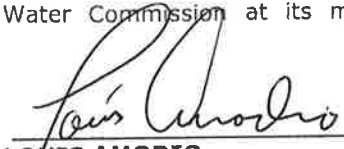
President
GERALD FRIEND



Secretary
DAVID BLUMENTHAL

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT 16-B-4
"INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES"

DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 30, 2017

EXHIBIT A

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

Date: October 30, 2017
To: G. Hanley
From: J. Duprey
CC: J. Bella
Subject: 2-Year Extension of Contract 16-B-4 "Information Technology (IT) Support Services"

Under Contract 16-B-4 "Information Technology (IT) Support Services" the "Contract"), Integrated Microsystems, Inc. of Haledon, New Jersey (the "Contractor") 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 February 17, 2016. This 2-year contract, which is otherwise scheduled to end on or about February 16, 2018, 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 October 30, 2017, along with the Contractor's correspondence dated October 25, 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 16-B-4 be extended for a 2-year period of time beginning February 17, 2018 and ending on February 16, 2020. 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 \$278,400.00.

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 16-B-4
"INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED OCTOBER 30, 2017 AND
CONTRACTOR'S CORRESPONDENCE
DATED OCTOBER 25, 2017**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2017

FROM: Purchasing Department

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

RE: **Contract # 16-B-4 "Information Technology Maintenance & Support Services"**

The above referenced contract is due to expire 02/16/2018. 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, **Integrated Micro Systems, 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) = \$278,400.00

Extension Amount (Two Years) = \$278,400.00

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Duprey, Jim

From: Jeffrey Durante <jeff@imicrosys.com>
Sent: Wednesday, October 25, 2017 9:33 AM
To: Duprey, Jim
Subject: Contract Extension

"Integrated Microsystems, Inc. hereby agrees to a 2-year extension of Contract 16-B-4 "Information Technology (IT) Support Services" in accordance with the terms and conditions of the Contract and at an allowable and negotiated 0% increase in unit prices with the said extension commencing 2/17/18 and expiring 2/16/20."

--
Jeffrey Durante
President
Integrated Micro Systems, Inc.
74 Lee Ave
Haledon, NJ 07508
jeff@imicrosys.com
201-206-4217 Cell
973-904-9700 Office



Please consider the environment before printing this email.

PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT 16-B-4
"INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES"

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 Two Year Extension: **16-B-4 - Integrated Micro Systems, Inc.**

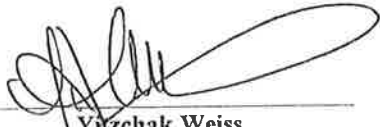
Amount of Project or Contract: \$ 278,400.00

1. Acct: # 001-0604-416-33-01 Professional Services / Computer Consulting

Specific Appropriation to which expenditures will be charged: Budget 2018/2019/2020

Other comments: Two (2) Year Contract Extension Commencing: February 2018
Information Technology (IT) Support Services

Date of Certification: 10/30/2017 Certified: \$ 278,400.00


Yitzchak Weiss

Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION: 17-115
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, on October 3, 2017 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-14 "Furnish and Deliver Iron Pipe and Fittings"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, and the Director of Purchasing, (and the General Counsel as to form and legality); and

WHEREAS, the Contract Documents for this multiple bid item contract allow for award of items separately, in groups of any number of items, or award of the entire contract to one bidder, and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., (hereinafter "the Law") provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

WHEREAS, the lowest responsible bids submitted were that of Capital Supply Construction Products of Wayne, New Jersey (the "Awardee") with respect to said bid, for Bid Items 1-13 in the amount of \$350,299.65, and Waterworks Supply Company, Inc. of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, for Bid Items 14-129 in the amount of \$73,487.22; and

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

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

1. That Contract No. 17-B-14 "Furnish and Deliver Iron Pipe and Fittings" in the total amounts set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardees as also set forth hereinabove; and

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-14 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

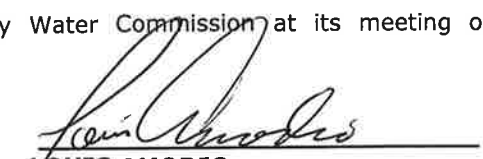


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 30, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-14**
Furnish and Deliver Iron Pipe and Fittings

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

Of the four (4) bids received, the lowest responsive and responsible proposals were submitted by **Capitol Supply Construction**, of Wayne, New Jersey for Items: 1-13 in the amount of **\$350,299.65**, and **Water Works Supply Company, Inc.**, of Pompton Plains, New Jersey for items: 14-129 in the amount of **\$73,487.22**.

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

Contract # 17-B-14
Iron Pipe and Fittings

Bids Received October 3, 2017

| BIDDERS | BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|--|---|--|
| Water Works Supply Company, Inc. 680 Route 23 Pompton Plains, New Jersey 07444 craigc@wwscnj.com | Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | Bid Only Items 14-129 \$73,487.22 | X Business Registration Cert. ? PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO X |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |
| Raritan Group 301 Meadow Road Edison, New Jersey 08817 billh@raritangroup.com | Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | \$443,392.29 | X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO X |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |
| Core & Main 61 Gross Avenue Edison, New Jersey 08837 fred.schweighardt@hdsupply.com | Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | \$192,139.00 Pipe Only \$447,932.22 | X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO X |

Contract # 17-B-14
Iron Pipe and Fittings

Bids Received: October 6, 2015

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|--|--------------------------|---|
| Capitol Supply Construction Products 149 Old Turnpike Road Wayne, New Jersey 07470 michael.grieco@capitalsupplyconstruct | CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | \$426,684.18 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. |

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-14 –Capitol Supply Construction \$350,299.65**
Items 1-13

Water Works Supply Co. \$73,487.22
Items 14-129

Amount of Project or Contract: \$ 423,786.87

1. Acct: # 001-0000-131-01-00 Inventory

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two Year Contract Commencing: November 2017
Furnish and Deliver Iron Pipe and Fittings

Date of Certification: 10/30/2017 Certified: \$ 423,786.87



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gb1

RESOLUTION: 17-116
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, on October 17, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-21 "Tank Neutralization and Cleaning"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated October 30, 2017 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

WHEREAS, the lowest responsible bid submitted for this contract was that of Clean Venture, Inc. of Elizabeth, New Jersey (the "Awardee") with respect to said bid in the amount of \$270,803.22; 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

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

1. That Contract No. 17-B-21 "Tank Neutralization and Cleaning" in the total amount of \$270,803.22 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-21 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
GERALD FRIEND




 Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
 Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 30, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
G. Lucianin

Re: Contract 17-B-21 "Tank Neutralization and Cleaning"-Two Bids Received

Two (2) bids were received on October 17, 2017 for Contract 17-B-21 "Tank Neutralization and Cleaning".

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

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

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. This product is produced and distributed by a relatively limited number of suppliers willing to satisfy PVWC's public entity bidding requirements, thereby limiting the number of bidders qualified and capable of performing the required Work.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 23, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-21**
Tank Neutralization and Cleaning

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **Clean Venture, Inc.**, of Elizabeth, New Jersey, in the amount of **\$270,803.22**

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-21 Clean Venture, Inc**

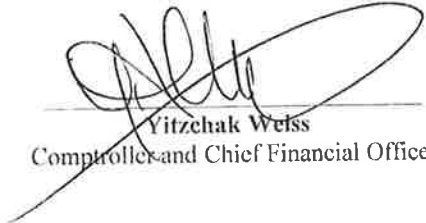
Amount of Project or Contract: \$ 270,803.22

1. Acct: # 001-2002-423-45-05 R & M / Outside Contractors

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two (2) Year Contract Commencing: November 2017
Tank Neutralization and Cleaning

Date of Certification: 10/23/2017 Certified: \$ 270,803.22


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbf

Contract # 17-B-21
 Tank Neutralization and Cleaning

Bids Received 10/17/2017

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|--|---|--------------------------|--|
| TTI Environmental, Inc. 1253 North Church Street Moorestown, New Jersey 08057 kbuniak@ttienv.com | CC- Certified Check CA- Cashier's Check BB- Bid Bond _____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | \$316,512.00 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| Clear Venture, Inc. 36 Butler Street Elizabeth, New Jersey 07206 glayfield@clearventure.com | _____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00 | \$270,803.22 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | _____ Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | _____ Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | _____ Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |

RESOLUTION: 17-117
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, on October 24, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance"; and

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

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

WHEREAS, the apparent low numerical bid submitted by Eurofins Eaton Analytical, Inc. ("Eurofins") of South Bend, Indiana failed to include a proper bid bond with their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents; and

WHEREAS, the second low numerical bid submitted by McCoy and McCoy Laboratories ("McCoy & McCoy") of Madisonville, Kentucky also failed to include a proper bid bond with their bid; which material defect is also in contravention of the Local Public Contracts Law and the Bid Documents; and

WHEREAS, these material non-curable defects (Eurofins' and McCoy & McCoy Industries' failures to include proper bid bonds with their bids), thereby disqualifies both of the bids received; and

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

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Law Department, Director of Engineering, and Executive Director and have determined that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

1. That both of the two (2) bids received by PVWC on October 24, 2017, with respect to the Contract are hereby rejected; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance"; in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND




Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
PVWC MEMORANDUM DATED NOVEMBER 6, 2017
AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: November 6, 2017

To: Hon. Commissioners

From: J. Duprey

C: J. Bella

G. Hanley
L. Amodio
G. Lucianin

Re: Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance"-Recommendation to Reject both Bids Received for the Contract

On October 24, 2017 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance".

The apparent low numerical bid submitted by Eurofins Eaton Analytical, Inc. ("Eurofins") of South Bend, Indiana failed to include a proper bid bond with their bid; which material defect is in contravention of the Local Public Contracts Law and the Bid Documents.

The second low numerical bid submitted by McCoy and McCoy Laboratories ("McCoy & McCoy") of Madisonville, Kentucky also failed to include a proper bid bond with their bid; which material defect is also in contravention of the Local Public Contracts Law and the Bid Documents.

As can be seen from the attached copy of the Purchasing Department's memorandum dated November 6, 2017, these material non-curable defects (Eurofins' and McCoy & McCoy Industries' failure to include proper bid bonds with their bids), thereby disqualifies both of the bids received.

Based on the above, and subject to review and approval by the Law Department, it is recommended that both of the two (2) bid received be rejected, and thereafter to re-bid the said contract in accordance with the Local Public Contracts Law.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 6, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-32**
Analytical Laboratory Services for UCMR-4 Compliance

The Purchasing Department has reviewed the above stated Contract for required documents, affirmative action requirements, and the Contract proposal tabulations.

Two Bids were received for the Contract. The apparent low numerical bidder was Eurofins Eaton Analytical, Inc of South Bend Indiana and the second apparent low numerical bidder was McCoy & McCoy Laboratories of Madisonville, Kentucky. The bid Bonds submitted by each of the two bidders with their bids were defective. Because these are material non-curable defects, both bids should be rejected and the Contract re-bid.

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

17-B-32
Analytical Laboratory Services for UCMR-4 Compliance

Bids Received October 24 2017

| BIDDERS | BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond | TOTAL AMOUNT OF CONTRACT | REMARKS |
|--|---|--------------------------|--|
| Eurofins Eaton Analytical (Formerly MWH Global) 750 Royal Oaks Drive Monrovia, California 91016 richard.zimmer@mwhglobal.com | Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$ | \$220,584.00 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| McCoy & McCoy Laboratories 825 Industrial Rd Madisonville, KY 42431-8877 Colin Menser colin@mccoylabs.com | Certified Check Cashier's Check 1% Bid Bond Not to Exceed \$ | \$225,800.00 | <input checked="" type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | Certified Check Cashier's Check Bid Bond Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |

RESOLUTION: 17-118
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**CONTRACT AMENDMENT TO AGREEMENT FOR
PROJECT 17-P-32 ENTITLED "PROFESSIONAL SERVICES
FOR ELECTRICAL FACILITIES AND OPERATIONS ISSUES
AND RELATED SERVICES"**

DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Project 17-P-32 entitled "Professional Services for Electrical Facilities and Operations Issues and Related Services" (the "Project") was awarded to Associated Technology, Inc. ("ATI") of Fairfield, New Jersey at PVWC's Commission Meeting dated May 24, 2017 (PVWC Resolution 17-64) with reimbursement to be on a time-and-materials basis, not to exceed \$120,000.00; all as set forth in the previously approved agreement for the Project (the Agreement"); and

WHEREAS, ATI has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently on an as-needed, as-requested basis; and

WHEREAS, the magnitude and extent of these required professional services was not contemplated when the above-referenced not-to-exceed dollar amount was originally established for the Project; and

WHEREAS, to enable ATI to continue providing necessary professional services under the Project to assist PVWC with ongoing electrical facilities and operations issues at the same desired level and intensity, the previously approved not-to-exceed total price of \$120,000.00 for the Project is hereby increased by the amount of \$60,000.00 for a revised not-to-exceed total price of \$180,000.00; and

WHEREAS, a copy of the Director of Engineering's memorandum dated October 25, 2017 recommending approval of the said changes to the Project 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 said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof in above-referenced Exhibit A; 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 B;

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 to Agreement for the Project which modifications result in an increase of \$60,000.00 with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 17-P-32 from \$120,000.00 to \$180,000.00; 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 to the Agreement, and to perform such other acts and execute such

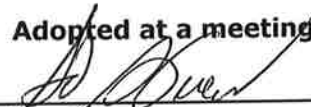
documents as are necessary to implement the terms and intentions of this Resolution; and

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

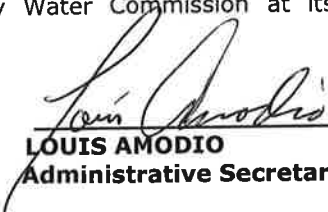


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CONTRACT AMENDMENT TO AGREEMENT FOR
PROJECT 17-P-32 ENTITLED "PROFESSIONAL SERVICES
FOR ELECTRICAL FACILITIES AND OPERATIONS ISSUES
AND RELATED SERVICES"**

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED OCTOBER 25, 2017
AND FORM OF AMENDMENT TO AGREEMENT**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 25, 2017
To: Hon. Commissioners
From: J. Duprey
cc: J. Bella
G. Hanley
L. Amodio
G. Lucianin
Re: Proposed Contract Amendment to Agreement for Professional Services for Project 17-P-32 Entitled "Professional Services for Electrical Facilities and Operations Issues and Related Services"

Summary

It is recommended that the previously approved not-to-exceed total price of \$120,000.00 for Project 17-P-32 Entitled "Professional Services for Electrical Facilities and Operations Issues and Related Services" (the "Project") be increased by the amount of \$60,000.00 for a revised not-to-exceed total price of \$180,000.00.

These recommended modifications will enable Associated Technology, Inc. ("ATI") of Fairfield, New Jersey to continue providing necessary professional services under the Project at the same level and intensity as is currently being performed by them.

These recommended modifications are set forth in more detail below.

Background

Project 17-P-32 entitled "Professional Services for Electrical Facilities and Operations Issues and Related Services" (the "Project") was awarded to Associated Technology, Inc. ("ATI") of Fairfield, New Jersey at PVWC's Commission Meeting dated May 24, 2017 (PVWC Resolution 17-64) with reimbursement to be on a time-and-materials basis, not to exceed \$120,000.00; all as set forth in the previously approved agreement for the Project (the Agreement").

ATI has, and continues to, provide professional services related to the Project consistently and reliably and effectively and efficiently on an as-needed, as-requested basis.

The magnitude and extent of required professional services were not contemplated when the above-referenced not-to-exceed dollar amount was originally established by PVWC for the Project. This is because, in addition to the extent of other miscellaneous electrical-related issues, the condition of the existing electrical facilities at PVWC's Little Falls Plant and remote facilities (and the extent of professional services needed to assist PVWC in these ongoing efforts) was able to be further quantified following additional experience gained during troubleshooting and other preventive maintenance efforts.

To enable ATI to continue providing necessary professional services under the Project to assist PVWC with ongoing electrical facilities and operations issues at the same desired level and intensity, the previously approved not-to-exceed total price of \$120,000.00 for the Project is recommended to be increased by the amount of \$60,000.00 for a revised not-to-exceed total price of \$180,000.00.

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 attached hereto.

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT 17-P-32)**

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 Associated Technology, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 695 Route 46 West, Suite 102 Fairfield, New Jersey 07004.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 17-P-32 entitled "Professional Services for Electrical facilities and Operations Issues and Related Services" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated May 24, 2017 (PVWC Resolution 17-64); and

WHEREAS, the previously approved not-to-exceed total amount of \$120,000.00 for the PROJECT is hereby increased by \$60,000.00 for a revised not-to-exceed total amount of \$180,000.00; and

WHEREAS, the PROFESSIONAL will be continue to 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.

ASSOCIATED TECHNOLOGY, INC.

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

**CONTRACT AMENDMENT TO AGREEMENT FOR
PROJECT 17-P-32 ENTITLED "PROFESSIONAL SERVICES
FOR ELECTRICAL FACILITIES AND OPERATIONS ISSUES
AND RELATED SERVICES"**

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 Engineering Services for Project # 17-P-32 – Professional Services for Electrical Facilities and Operations Issues and Related Services. (**Associated Technology, Inc.**).

Amount of Project or Contract not to exceed: **\$180,000**

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

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

Other Comments: **Professional Services**

Date of Certification: October 30, 2017



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

RESOLUTION: 17-119
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DESIGNATING ITS PUBLIC AGENCY COMPLIANCE OFFICER
(P.A.C.O)
DATE OF ADOPTION: NVEMBER 30, 2017

Factual contents certified to by Louis Amodio, Administrative Secretary.
Approved as to form and legality by George T. Hanley, Esq., General
Counsel, Law Department.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, all Public Agencies that award contracts for goods and service vendors and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.S.A. 17:27-1.1 et seq.; and

WHEREAS, the law and regulations are applicable to Public Agencies; and the Division of Contract Compliance and Equal Employment of the New Jersey Department of the Treasury (the "Division") representatives periodically review Public Agency contracting processes to ensure that they are complying with Affirmative Action requirements; and

WHEREAS, the results of such review will be a determination that PVWC is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner; and

WHEREAS, If the result is Satisfactory, then PVWC need only maintain its compliance, whereas if the result is Unsatisfactory, PVWC may be required to make corrections to its process, and may result in issuance of sanctions or referral to the Attorney General for appropriate enforcement action in case of continued non-compliance; and

WHEREAS, in accordance with said law and regulations, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer ("P.A.C.O.") in accordance with N.J.S.A. 17:27-3.2; and

WHEREAS, PVWC hereby designates Gregg B. Lucianin to continue serving as PVWC's Public Agency Compliance Officer; and

WHEREAS, the form entitled "Designation of Public Agency Compliance Officer ("P.A.C.O.") will be filed with the State of New Jersey, Department of the Treasury, Division of Purchase and Property, Contract Compliance Audit Unit of the EEO Monitoring Program; and a copy of the said form is attached hereto and made a part hereof as Exhibit A;

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

1. That Gregg B. Lucianin is hereby appointed to continue serving as Public Agency Compliance Officer for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such 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 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 |
|-----------------------|--------------|------------|----------------|---------------|
| RODRIGUEZ, I. | <u> X </u> | ___ | ___ | ___ |
| VANNOY, R. | <u> X </u> | ___ | ___ | ___ |
| LEVINE, J. | <u> X </u> | ___ | ___ | ___ |
| KOLODZIEJ, J. | <u> X </u> | ___ | ___ | ___ |
| SANCHEZ, R. | <u> X </u> | ___ | ___ | ___ |
| BLUMENTHAL, D. | ___ | ___ | ___ | <u> X </u> |
| FRIEND, G. | ___ | ___ | ___ | <u> X </u> |

Adopted at a meeting of Passaic Valley Water Commission.




President
GERALD FRIEND



Secretary
DAVID BLUMENTHAL

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
FORM ENTITLED "DESIGNATION OF PUBLIC AGENCY
COMPLIANCE OFFICER (P.A.C.O.)"

EXHIBIT A

**NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE &
EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS**



DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O) is:

| | |
|---|---------------------------------|
| Public Agency: | Passaic Valley Water Commission |
| Name of P.A.C.O.: | Gregg Lucianin |
| Title: | Qualified Purchasing Agent |
| Business Address: | 1525 Main Ave Clifton NJ 07011 |
| Telephone: | 973-340-4316 |
| Fax: | 973-340-5584 |
| E-mail: | glucianin@pvwc.com |
| Current Highest Elected or Appointed Official: | Gerald Friend |

- No person currently serving as the P.A.C.O
- * The P.A.C.O. will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Contract Compliance & Equal Opportunity Office.
- Additional technical assistance is requested
- * Appointment Made Pursuant to Resolution of Commission Dated _____, 2017, a certified Copy of Which is Attached Hereto.

PUBLIC AGENCY OFFICIAL'S SIGNATURE

RESOLUTION: 17-120
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT
(18ENNJ000000029) WITH USGS

DATE OF ADOPTION: NOVEMBER 30, 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, Purchasing and Finance Departments.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated November 17, 2017 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2018, in cooperation with the USGS, and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, monitoring and data collection includes continuous-record discharge gaging station with data collection platform (for the Passaic River at Little Falls, New Jersey); continuous-record annual peak stage only with data collection platform (for Passaic River above Beatties Dam at Little Falls, New Jersey) to monitor minimum passing flow; and continuous-record 6-parameter water-quality monitor with data collection platform water temperature, specific conductance, dissolved oxygen, percent saturation, pH, and turbidity (for tap water at main Avenue at Clifton, New Jersey); and

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist PVWC in identifying and appropriately reacting to upstream changes in

water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$61,935.00; and

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

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

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

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; and

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

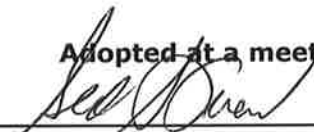

NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards the Shared Services Agreement (18ENNJ000000029) with USGS for the period continuing through September 30, 2018; all in accordance with the scope and PVWC's not-to-exceed contribution amount of \$61,935.00 as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

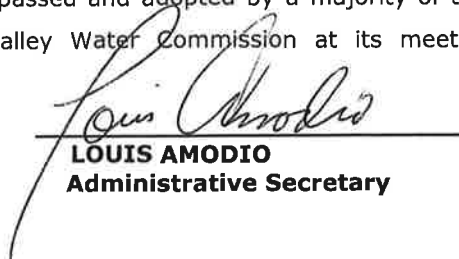
Adopted at a meeting of Passaic Valley Water Commission.

| | |
|--|---|
|  <hr style="width: 100%;"/> President GERALD FRIEND |  <hr style="width: 100%;"/> 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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**USGS CORRESPONDENCE DATED NOVEMBER 17, 2017
AND SHARED SERVICES AGREEMENT (18ENNJ000000030)
WITH USGS**

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

November 17, 2017

James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2017 through September 30, 2018 in the amount of \$44,805 cash from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$50,605. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2017**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Richard H. Kropp
Director, New Jersey Water Science Center

Enc.: 18ENNJ00000030(2)

FBMS Customer Number 600000103

SO Number

Agreement/PO Number 18ENNJ00000030

NON-FEDERAL CHECKLIST

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

| NON-FEDERAL CUSTOMER INFORMATION SECTION: | | Initials: |
|--|--------|---|
| | Page # | Comments |
| 1) Agreement/PO Number | ✓ 1 | 18ENNJ00000030 |
| 2) Name of Organization | ✓ 1 | Passaic Valley Water Commission |
| 3) TIN (excluding foreign) | ✓ 1 | 22-6002470 |
| 4) DUNS Number (if available) | ✓ N/A | |
| 5) Point of Contact | 2 | James Duprey |
| 6) Address | 2 | 1525 Main Avenue PO Box 230, Clifton NJ 07011 |
| 7) Office phone, Fax and/or Email | 2 | (973) 340-4306 |
| 8) Signature(s) and Date(s) | ✓ 2 | |
| USGS INFORMATION SECTION: | | Initials: |
| | Page # | Comments |
| 1) Organization and Cost Center | ✓ 1 | New Jersey Water Science Center |
| 2) Legal authority to enter into agreement | ✓ 1 | Must be in the Agreement Package: 43 USC 36C; 43 USC 50, and 43 USC 50b |
| 3) Project Chief/Principal Investigator | 2 | Heidi Hoppe |
| 4) Address | 2 | 3450 Princeton Pike Suite 110, Lawrenceville NJ 08648 |
| 5) Office phone, Fax and/or Email | 2 | (609) 771-3980 / (609) 771-3915 / hhoppe@usgs.gov |
| 6) Signature(s) and Date(s) | ✓ 2 | Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A. |
| SCOPE OF WORK SECTION: | | Initials: |
| | Page # | Comments |
| 1) Period of Performance | ✓ 1 | Start & End Date: 10/1/2017 – 9/30/2018 |
| 2) Description of Services and Responsibilities | 1 | |
| 3) Agreement Deliverables (if applicable) | | |
| 4) Authority to Publish (if applicable) | ✓ 1 | |
| 5) If in-kind services provided, describe in agreement including amount (if applicable) | | Voucher must be sent in with agreement. If not currently available, date you plan to forward to OAFM/FM. |
| 6) Equipment/Property requirements or restrictions (if applicable) | | |
| 7) Multiple Tasks (if applicable) | | |
| FUNDING INFORMATION SECTION: | | Initials: |
| | Page # | Comments |
| 1) Total Amount of Agreement | ✓ 1 | USGS \$5,800 / Cust \$44,805 |
| 2) Modification Number (if applicable) | ✓ N/A | |
| 3) Amount of Modification (if applicable) | ✓ N/A | |
| 4) Fixed Cost (if applicable) | ✓ 1 | fixed |
| 5) Funding Limitations | ✓ | Yes / No and include page # if yes |
| BILLING INFORMATION SECTION: | | Initials: |
| | Page # | Comments |
| 1) Billing Address/Contact/Office Phone | ✓ 2 | Gregg Lucianin 1525 Main Avenue PO Box 230, Clifton NJ 07011 |
| 2) Frequency of Billing | ✓ 1 | (Circle One) Monthly, Quarterly, Semi-annual, Annual |
| 3) Mandatory Termination Clause | ✓ 1 | |
| INTERNAL INFORMATION SECTION: | | Initials: |
| Miscellaneous (if applicable): | | If Applicable: |
| 1) OPA Approval (if applicable) | | Must be scanned in FBMS for FM approval |
| 2) Conflict of Interest (COI) Form - (as applicable for Private Entities) | | Must be available at Cost Center |
| 3) Cost Share | | Must be available at Cost Center |
| 4) Special/Reduced Rate Approval | | Must be scanned in FBMS for FM approval |
| 5) Cover/Acceptance Letter | | Copy of Official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement |
| 6) Supports USGS Program | | Write In – Functional Area: G40CP0000 |
| 7) Cost Calculations for Direct/Indirect Costs | | Must be available at Cost Center |
| Project Chief/Principal Investigator (Name/Phone/Signature) Heidi Hoppe (609) 771-3980 Heidi L. Hoppe | | Date Nov 17, 2017 |
| Cost Center Financial Reviewer (Name/Phone/Signature) Nancy B. Gibbs (609) 771-3910 | | Date Nov 17, 2017 |

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ENNJ000000030
Customer#: 6000000103
Project #: GC18LJ000030000
TIN #: 22-6002470
USGS DUNS #: 949287064

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2017, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period
October 1, 2017 to September 30, 2018
- (b) \$44,805 by the party of the second part during the period
October 1, 2017 to September 30, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ENNJ000000030
Customer#: 6000000103
Project #: GC18LJ000030000
TIN #: 22-6002470
USGS DUNS #: 949287064

USGS Technical Point of Contact

Name: Heidi Hoppe
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pwwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: nlgibbs@usgs.gov

Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pwwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By _____ Date: Nov 17, 2017
Name: Richard H. Kropp
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2018 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
IN COOPERATION WITH THE
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a AND TURBIDITY AT
PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

Problem

Demands on water resources in New Jersey require the availability of high quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity and chlorophyll-a in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

Objective and Scope

To provide a continuous record of turbidity and Chlorophyll-a concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity and Chlorophyll-a concentration will be monitored for the purpose of planning and managing water resources in the Passaic River. Chlorophyll-a is a measure of phytoplankton biomass. Turbidity is a measure of the clarity.

Approach

Concentrations of turbidity and total Chlorophyll-a will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Both turbidity and Chlorophyll-a monitors will be operated at the existing monitoring station. The monitors will be operated and maintained to record Chlorophyll-a concentrations hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2017 through September 30, 2018.

Water samples will be collected every 4 weeks during the routine inspections from October 1, 2017 through September 30, 2018. The samples will be sent to the USGS National Water Quality Laboratory for analysis of total Chlorophyll-a and total Pheophytin-a. The laboratory analyses will be compared to the near-real-time monitor data to see if the chlorophyll measurements from the YSI Total Algae Sensor correlate with the lab analyses. The equipment will be calibrated as needed to minimize the difference between the laboratory results and the monitor readings.

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor

| Station Number | Station Name | Total Cost | USGS Match | PVWC |
|----------------|--|-----------------|------------|-----------------|
| 01389005 | Passaic River below Pompton River at Two Bridges, NJ | \$16,160 | \$0 | \$16,160 |
| Total | | \$16,160 | \$0 | \$16,160 |

Continuous-Record Chlorophyll (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor

| Station Number | Station Name | Total Cost | USGS Match | PVWC |
|----------------|--|-----------------|----------------|-----------------|
| 01389005 | Passaic River below Pompton River at Two Bridges, NJ | \$34,445 | \$5,800 | \$28,645 |
| Total | | \$34,445 | \$5,800 | \$28,645 |

| | |
|--|------------------|
| Task 2 Total | \$ 50,605 |
| USGS matching funds | \$ 5,800 |
| Total Cost to NJWSA for Task 2—Water-Quality Monitoring | \$ 44,805 |

| PROJECT EXPENSES | |
|------------------------------------|-----------------|
| Labor | \$19,220 |
| Supplies, Equipment, Travel, Other | \$660 |
| Lab (NWQL), Instrumentation (HIF) | \$9,915 |
| Total Direct Cost | \$29,795 |
| Total Indirect Cost (Overhead) | \$20,810 |
| TOTAL | \$50,605 |

Data Availability

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at http://waterdata.usgs.gov/nj/nwis/uv/?site_no=01389005. The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (18ENNJ000000030)
WITH USGS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (18ENNJ000000030)
WITH USGS**

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, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Record of Turbidity and Chlorophyll-A Concentrations in the Passaic River at Two Bridges (USGS) for the period continuing through September 30, 2018


Amount of Project or Contract: \$44,805.00

Budget 2017 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

The contract takes effect 10/1/2017 but payments will first be made in 2018.

Date of Certification: November 21, 2017



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

YW:yw

RESOLUTION: 17-121
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT
(18ENNJ000000030) WITH USGS

DATE OF ADOPTION: NOVEMBER 30, 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, Purchasing and Finance Departments.

Introduced by Commissioner: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated November 17, 2017 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2018, in cooperation with the USGS, and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, concentrations of turbidity and total Chlorophyll-a will be measured hourly on the Passaic River downstream from the confluence with the Pompton River (using the monitoring station at Two Bridges, New Jersey), and the said monitors will be operated and maintained to record Chlorophyll-a concentrations hourly from the two (2) locations and turbidity at three (3) locations along a cross-section of the river; and water samples will be collected every four (4) weeks during the routine inspections, and samples collected will be sent to the USGS National Water Quality Laboratory for analysis and comparison with real time monitor data; and

WHEREAS, monitoring, data collection, and testing for the water quality parameters set forth in the Correspondence and

Agreement would assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$44,805.00; and

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

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

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

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; and

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

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (18ENNJ000000030) with USGS for the period continuing through September 30, 2018; all in accordance with the scope and PVWC's not-to-exceed contribution amount of \$44,805.00 as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

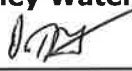
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

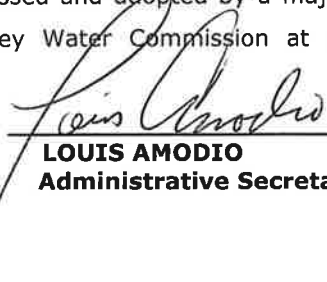


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**USGS CORRESPONDENCE DATED NOVEMBER 17, 2017
AND SHARED SERVICES AGREEMENT (18ENNJ000000029)
WITH USGS**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (18ENNJ000000029)
WITH USGS**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT B



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

November 17, 2017

James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey,

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2017 through September 30, 2018 in the amount of \$61,935 cash from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$67,735. Please sign and return one fully-executed original to Nancy B. Gibbs at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **December 1, 2017**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Richard H. Kropp
Director, New Jersey Water Science Center

Enc.: 18ENNJ000000029(2)

NON-FEDERAL CHECKLIST

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

| NON-FEDERAL CUSTOMER INFORMATION SECTION: | | Initials: |
|---|--------|---|
| | Page # | Comments |
| 1) Agreement/PO Number | √ 1 | 18ENNJ000000029 |
| 2) Name of Organization | √ 1 | Passaic Valley Water Commission |
| 3) TIN (excluding foreign) | √ 1 | 22-6002470 |
| 4) DUNS Number (if available) | √ N/A | |
| 5) Point of Contact | 2 | James Duprey |
| 6) Address | 2 | 1525 Main Avenue PO Box 230, Clifton NJ 07011 |
| 7) Office phone, Fax and/or Email | 2 | (973) 340-4306 |
| 8) Signature(s) and Date(s) | √ 2 | |

| USGS INFORMATION SECTION: | | Initials: |
|--|--------|---|
| | Page # | Comments |
| 1) Organization and Cost Center | √ 1 | New Jersey Water Science Center |
| 2) Legal authority to enter into agreement | √ 1 | Must be in the Agreement Package: 43 USC 36C; 43 USC 50, and 43 USC 50b |
| 3) Project Chief/Principal Investigator | 2 | Heidi Hoppe |
| 4) Address | 2 | 3450 Princeton Pike Suite 110, Lawrenceville NJ 08648 |
| 5) Office phone, Fax and/or Email | 2 | (609) 771-3980 / (609) 771-3915 / hhoppe@usgs.gov |
| 6) Signature(s) and Date(s) | √ 2 | Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A. |

| SCOPE OF WORK SECTION: | | Initials: |
|---|--------|--|
| | Page # | Comments |
| 1) Period of Performance | √ 1 | Start & End Date: 10/1/2017 – 9/30/2018 |
| 2) Description of Services and Responsibilities | 1 | |
| 3) Agreement Deliverables (if applicable) | | |
| 4) Authority to Publish (if applicable) | √ 1 | |
| 5) If in-kind services provided, describe in agreement including amount (if applicable) | | Voucher must be sent in with agreement. If not currently available, date you plan to forward to OAFM/FM. |
| 6) Equipment/Property requirements or restrictions (if applicable) | | |
| 7) Multiple Tasks (if applicable) | | |

| FUNDING INFORMATION SECTION: | | Initials: |
|---|--------|------------------------------------|
| | Page # | Comments |
| 1) Total Amount of Agreement | √ 1 | USGS \$5,800 / Cust \$61,935 |
| 2) Modification Number (if applicable) | √ N/A | |
| 3) Amount of Modification (if applicable) | √ N/A | |
| 4) Fixed Cost (if applicable) | √ 1 | fixed |
| 5) Funding Limitations | √ | Yes / No and include page # if yes |

| BILLING INFORMATION SECTION: | | Initials: |
|---|--------|--|
| | Page # | Comments |
| 1) Billing Address/Contact/Office Phone | √ 2 | Gregg Lucianin 1525 Main Avenue PO Box 230, Clifton NJ 07011 |
| 2) Frequency of Billing | √ 1 | (Circle One) Monthly, Quarterly, Semi-annual, Annual |
| 3) Mandatory Termination Clause | √ 1 | |

| INTERNAL INFORMATION SECTION: | | Initials: |
|---|--|---|
| Miscellaneous (if applicable): | | If Applicable: |
| 1) OPA Approval (if applicable) | | Must be scanned in FBMS for FM approval |
| 2) Conflict of Interest (COI) Form - (as applicable for Private Entities) | | Must be available at Cost Center |
| 3) Cost Share | | Must be available at Cost Center |
| 4) Special/Reduced Rate Approval | | Must be scanned in FBMS for FM approval |
| 5) Cover/Acceptance Letter | | Copy of Official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement |
| 6) Supports USGS Program | | Write In – Functional Area: G40CP0000 |
| 7) Cost Calculations for Direct/Indirect Costs | | Must be available at Cost Center |

Project Chief/Principal Investigator (Name/Phone/Signature)
 Heidi Hoppe (609) 771-3980 *Heidi L. Hoppe* Date Nov 17, 2017

Cost Center Financial Reviewer (Name/Phone/Signature)
 Nancy B. Gibbs (609) 771-3910 Date Nov 17, 2017

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 18ENNJ000000029
Customer#: 6000000103
Project #: GC18LJ000010000 /
GC18LJ000030000
TIN #: 22-6002470
USGS DUNS #: 949287064

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2017, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period
October 1, 2017 to September 30, 2018
- (b) \$61,935 by the party of the second part during the period
October 1, 2017 to September 30, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date,

interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**Form 9-1366
(April 2015)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Agreement#: 18ENNJ000000029
Customer#: 6000000103
Project #: GC18LJ000010000 /
GC18LJ000030000
TIN #: 22-6002470
USGS DUNS #: 949287064**

USGS Technical Point of Contact

Name: Heidi Hoppe
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pwwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pwwc.com

**U.S. Geological Survey
United States
Department of Interior**

Passaic Valley Water Commission

Signature

By _____ Date: Nov 17, 2017
Name: Richard H. Kropp
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2018 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
 IN COOPERATION WITH THE
 US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)

| Station Number | Station Name | Total Cost | USGS Match | PVWC |
|----------------|--|-----------------|----------------|----------------|
| 01389500 | Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY) | \$14,150 | \$5,800 | \$8,350 |
| Total | | \$14,150 | \$5,800 | \$8,350 |

Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP)

| Station Number | Station Name | Total Cost | USGS Match | PVWC |
|----------------|--|----------------|------------|----------------|
| 01389492 | Passaic River above Beatties Dam, at Little Falls NJ (w/ 2 discharge measurements/year to monitor min passing flow *DCP funded by NJDEP) | \$6,480 | \$0 | \$6,480 |
| Total | | \$6,480 | \$0 | \$6,480 |

**Continuous-Record 6-Parameter Water-Quality Monitor with Data Collection Platform (DCP)
 Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity**

| Station Number | Station Name | Total Cost | USGS Match | PVWC |
|-----------------|---|-----------------|------------|-----------------|
| 405307074090201 | Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public | \$47,105 | \$0 | \$47,105 |
| Total | | \$47,105 | \$0 | \$47,105 |

| | |
|----------------------|------------------|
| PROJECT TOTAL | \$ 67,735 |
| Funding Breakdown: | |
| USGS Matching Funds | \$ 5,800 |
| PVWC | \$ 61,935 |

| | |
|------------------------------------|-----------------|
| PROJECT EXPENSES | |
| Labor | \$25,865 |
| Supplies, Equipment, Travel, Other | \$2,490 |
| Lab (NWQL), Instrumentation (HIF) | \$10,480 |
| Total Direct Cost | \$38,835 |
| Total Indirect Cost (Overhead) | \$28,900 |
| TOTAL | \$67,735 |

Data Availability

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general public from the NWISWeb site at <http://waterdata.usgs.gov/nj/nwis/sw>. The provisional data will be analyzed, quality-assured and approved for publication to the USGS NWISWeb at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS streamgage of interest reaches or exceeds a preset threshold.

**PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (18ENNJ000000029)
WITH USGS**

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, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Water Resources Investigations for Various Parameters (USGS) for the period continuing through September 30, 2016

Amount of Project or Contract: \$61,935.00

Budget 2018 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

The contract takes effect 10/1/2017 but payments will first be made in 2018.

Date of Certification: November 21, 2017



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

YW:yw

RESOLUTION: 17-122
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
PARTICIPATION IN THE WATER RESEARCH
FOUNDATION (WRF) PROGRAM FOR 2018

DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has agreed to participate in Water Research Foundation Program for the one (1) year period ending December 31, 2018, Member 0002756 (the "WRF Program"); and

WHEREAS, the program enables the Water Research Foundation to address relevant issues, challenges, and opportunities with a targeted, sustained research effort to collaboratively and directly apply the research effort to challenges that PVWC currently faces, and to clarify and address those issues in a manner that directly benefits PVWC while also strengthening the overall research effort; and

WHEREAS, a memorandum dated November 21, 2017 from the Director of Purchasing, along with PVWC's financial certification sheet, and other relevant correspondence pertaining to the Program, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, in recognition of the above, PVWC hereby agrees to make a monetary contribution to the WRF Program in the total amount of \$45,696.00; with the said contribution made directly by PVWC to WRF; and

WHEREAS, it is in the best interest of PVWC, its customers and constituent municipalities for PVWC to participate in the above-referenced WRF Program at this time; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; and

WHEREAS, the services to be rendered pursuant hereto constitute professional 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 and made a part hereof in above-referenced Exhibit A;

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

1. That participation in WRF Program for the one(1) year period ending December 31, 2018, with PVWC's monetary contribution in the total amount of \$45,696.00 (made directly by PVWC to WRF), is hereby authorized and approved; and
2. That 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 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 |
|-----------------------|------------|------------|----------------|---------------|
| RODRIGUEZ, I. | <u>X</u> | — | — | — |
| VANNOY, R. | <u>X</u> | — | — | — |
| LEVINE, J. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |
| BLUMENTHAL, D. | — | — | — | <u>X</u> |
| FRIEND, G. | — | — | — | <u>X</u> |

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND




Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PARTICIPATION IN THE WATER RESEARCH
FOUNDATION (WRF) PROGRAM (RF2018)**

**DIRECTOR OF PURCHASING'S MEMORANDUM
DATED NOVEMBER 21, 2017**

PVWC'S FINANCIAL CERTIFICATION SHEET

**WRF INVOICE NUMBER 0002756-2018-1
DATED NOVEMBER 7, 2017
AND OTHER RELEVANT CORRESPONDENCE**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 21, 2017

FROM: Purchasing Department

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

RE: **Water Research Foundation – Member Number 0002756**

Our 2017 annual membership subscription is due for renewal in the amount of \$45,696.00. (PVWC has been a subscriber since 1991).

The 2018 Program will address relevant issues, challenges and opportunities with a targeted, sustained research effort.

The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Water Research Foundation Subscription**

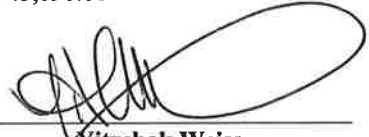
Amount of Project or Contract: \$ 45,696.00

1. Acct: # 001-0901-419-70-33 Membership Affiliations

Specific Appropriation to which expenditures will be charged: Budget 2018

Other comments: One Year - Contract Commencing: January 2018
2018 Focus Area Program to address relevant issues, challenges
and opportunities with a targeted, sustained research effort.

Date of Certification: 11/21/2017 Certified: \$ 45,696.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl



Water Research Foundation
6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

November 09, 2017

Joseph Bella
Executive Director
Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ 07011-2139

Dear Mr. Bella:

The Water Research Foundation relies on your annual financial support and generous contributions to produce high quality research for the water community. Through the integration of Water Research Foundation and the Water Environment & Reuse Foundation, we now offer our subscribers an even stronger, broader, and more interconnected research agenda. You also now have access to an expanded and enriched collection of water research on a wide variety of topics.

We're pleased to announce that there will be no rate increase for 2018. Crafting a new subscription structure and rates is one of the first orders of business for the new Board of Directors. As they work to develop an integrated subscription rate that realizes efficiencies, we request that you continue to support us through 2018 based on our existing rate structure.

Enclosed is a copy of the 2018 subscription program worksheet and the associated subscription invoice. Please complete the subscription program worksheet with updated water produced and population numbers so an accurate commitment rate can be calculated. You may request a revised invoice by emailing an updated worksheet to Patricia Schrader at pschrader@waterrf.org.

Your utility's support is critical in helping to shape the future of water. The Board very much appreciates your investment in a research cooperative dedicated to benefitting you, your staff, and the communities you serve. As before, The Water Research Foundation is committed to conducting scientifically credible research with the highest integrity.

If you have questions regarding your subscription, feel free to reach out to your Regional Liaison or contact Brenley McKenna, Subscriber Services Manager, at 303.347.6188 or bmckenna@waterrf.org.

Sincerely,

A handwritten signature in black ink that reads "Charles Murray".

Charles Murray
Chair, Water Research Foundation Board of Directors

CC: Linda Pasquariello



6666 W Quincy Avenue Denver, CO 80235-3098
 P 303.347.6128 F 303.734.0196
 pschrader@waterrf.org

| | |
|-------------------------------------|---|
| | Date November 07, 2017 |
| Subscriber Number 0002756 | Foundation Tax ID 13-6211384 |
| Subscriber Since 1998 | Invoice Number 0002756-2018-1 |

Passaic Valley Water Commission
 Joseph Bella
 Executive Director
 1525 Main Ave
 Clifton, NJ 07011-2139

| Order No. | Description | Total Commitment |
|------------|--|--------------------|
| 7000062834 | WRFMBR - Utility Membership 01-Jan-2018 to 31-Dec-2018 | \$45,696.00 |
| | Amount Due: | \$45,696.00 |

You may request wire instructions by contacting pschrader@waterrf.org



6666 W Quincy Avenue Denver, CO 80235-3098
 P 303.347.6128 F 303.734.0196
 pschrader@waterrf.org

Detach and return with payment and completed worksheet (if not previously submitted)

Please make check payable to: **Water Research Foundation**

| | |
|-------------------------------------|---|
| | Date November 07, 2017 |
| Subscriber Number 0002756 | Invoice Number 0002756-2018-1 |

| Order No. | Description | Amount Due |
|-----------------------------------|-------------|------------------------|
| 7000062834 | MBRUTILITY | \$45,696.00 |
| Revised Invoice Requested? | | Amount Enclosed |
| Yes No | | |

Passaic Valley Water Commission
 Joseph Bella
 Executive Director
 1525 Main Ave
 Clifton, NJ 07011-2139





Foundation Involvement Report 2012 to 2017

Passaic Valley Water Commission

Main Contact

Joseph Bella
Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ 07011-2139

Phone: (973) 340-4307
FAX: (973) 340-5598
Email: jabella@pvwc.com

Liaison

Linda Pasquariello
Passaic Valley Water Commission
PO Box 230
Clifton, NJ 07015

Phone: (973) 237-2042
FAX: (973) 340-5598
Email: lpasquariello@pvwc.com

Summary Statistics

A summary of your involvement with the Water Research Foundation from 2012 to 2017 is given below. Your detailed involvement and engagement with our research results follows in the remainder of the report.

- 43 organizations included in Passaic Valley Water Commission's subscription
- 62 staff with WRF accounts
- 5 staff served/serving on WRF planning bodies
- 16 products ordered, representing a total research value of \$5,756,250
- 8 webcasts viewed
- 3 research projects that involved Passaic Valley Water Commission
- 1 active research project involving Passaic Valley Water Commission

WRF Project 04451 - Managing Infrastructure Risk: The Consequence of Failure for Buried Assets

* Summary data includes involvement by employees of organizations included in this subscription which is not included in the details.

October 11, 2017

1999 - 2017 Wallington Water Department
 1999 - 2017 Wanaque Board of Health
 1999 - 2017 Wanaque Water Department

 1999 - 2017 West Paterson Board of Health
 1999 - 2017 West Paterson Water Department

Board of Directors Participation

2008 - 2014 Bella, Joseph Trustee

Committee Participation

2011 - 2013 Bella, Joseph Nominating Committee Chairman

Issue Groups/Workshop Participation

2012 Cummings, Laura Decision Support Program for Reducing EDCs and PPCPs in Drinking Water

Other Project Participation

| Funding Year | | Project Value |
|--------------|--|---------------|
| 2012 | Managing Infrastructure Risk: The Consequence of Failure for Buried Assets [#4451] | \$1,014,762 |
| | Co-Funding Organization | |
| | WRF Share: \$20,000.00 | |
| | Cost Share: \$0.00 | |
| | 3rd Party In Kind: \$25,000.00 | |
| | Total Contribution: \$45,000.00 | |
| 2012 | Nitrosamine Occurrence Survey [#4461] | \$738,475 |
| | Participating Utility | |
| | WRF Share: \$0.00 | |
| | Cost Share: \$0.00 | |
| | 3rd Party In Kind: \$500.00 | |
| | Total Contribution: \$500.00 | |
| 2012 | North American Biofiltration Knowledge Base [#4459] | \$306,661 |
| | Participating Utility | |
| | WRF Share: \$0.00 | |
| | Cost Share: \$0.00 | |
| | 3rd Party In Kind: \$24,000.00 | |
| | Total Contribution: \$24,000.00 | |

October 11, 2017

| | | |
|------------|---------------------|--|
| 08/17/2012 | Pranitis, David | Alternative and Innovative Methods for Source Water Management of Algae and Cyanobacteria [4094] |
| 05/10/2012 | Pranitis, David | Occurrence, Impacts, and Removal of Manganese in Biofiltration Processes [4021] |
| 03/05/2012 | Pasquariello, Linda | Sequestering Methods of Iron and Manganese Treatment [90558] |

WEBCASTS

Count: 8 Total Research Value: \$2,098,236

| | | |
|------------|---------------------|--|
| 06/27/2017 | Pasquariello, Linda | Development of a Risk Communication Tool Kit for Cyanotoxins [WEBCAST-4697-1] |
| 06/27/2017 | Pranitis, David | Development of a Risk Communication Tool Kit for Cyanotoxins [WEBCAST-4697-1] |
| 02/07/2017 | Pranitis, David | Sources, Chemistry, Fate, and Transport of Chromium in Drinking Water Treatment Plants and Distribution Systems [WEBCAST-4497-1] |
| 07/12/2016 | Porcaro, Patrick | Energy Recovery from Pressure Reducing Valve Stations Using In-Line Hydrokinetic Turbines [WEBCAST-4447-1] |
| 04/21/2016 | Pranitis, David | Lead and Copper Rule: Potential Regulatory Changes, Corrosion Chemistry, and Stakeholder Communication [WEBCAST-LEADANDCOPPER-1] |
| 02/23/2016 | Lupo, William | Guidelines for the Use of Stainless Steel in the Water and Desalination Industries [WEBCAST-4431-1] |
| 02/04/2016 | Porcaro, Patrick | Metals Accumulation and Release within the Distribution System: Evaluation of Mechanisms and Mitigation [WEBCAST-4509-1] |
| 10/08/2015 | Porcaro, Patrick | Webcast: Evaluation of Lead Line Sampling Strategies [Webcast-4569-1] |

EXECUTIVE SUMMARIES

Count: 1 Total Research Value: \$330,141

| | | |
|------------|-----------------|---|
| 07/19/2017 | Pranitis, David | Optimization of Powdered Activated Carbon Application for Geosmin and MIB Removal [EXECSUM-90782] |
|------------|-----------------|---|

October 11, 2017

2018 UTILITY SUBSCRIPTION PROGRAM

Please fill out all applicable sections to determine your total annual research commitment to the Water Research Foundation's Subscription Program. The Drinking Water & Resource Recovery rate formulas are composed of two components: Flow and Population Served.

Drinking Water Subscription

Total Water Produced Per Year: Total water produced per year is defined as the treated finished water from treatment facilities as the water enters the distribution system, raw water transfers, and any wholesale water purchased over the past twelve months.

_____ in Million Gallons × \$1.17= \$ _____

_____ in Acre Feet × \$0.38= \$ _____

_____ in Million Liters × \$0.31= \$ _____

Population Served: Total number of permanent (more than 60 days per year) individuals served

_____ (Population Served - 10,000) × \$0.05 + \$400 \$ _____
If population is ≤10,000 only a base charge of \$400 will be applied

Drinking Water Research Commitment \$ _____

Maximum Payment: \$561,073 per year
Minimum Payment: \$1,090 per year

Resource Recovery (Wastewater) Subscription

Average Daily Flow: Average daily flow generated by your service area is defined as the average daily influent flow to treatment facilities and conveyed to others for treatment outside the utility service area over the past twelve months.

_____ in Million Gallons × \$83.00= \$ _____

_____ in Million Liters × \$21.93= \$ _____

Population Served: Total number of permanent (more than 60 days per year) individuals served

_____ Population Served × \$0.013= \$ _____

Resource Recovery Research Commitment \$ _____

Maximum Payment: \$135,000 per year
Minimum Payment: \$1,500 per year

Total Annual Research Commitment \$ _____

for both Water and Resource Recovery

RESOLUTION: 17- 124
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, notwithstanding solicitation of bids to potential bidders, only one (1) bid was received by Passaic Valley Water Commission ("PVWC") on October 17, 2017 for Contract No. 17-B-20 "Tank Integrity Testing"; and

WHEREAS, in the previous publically bid Contracts for these services (Contract 09-B-32 and again for Contract 13-B-24), only one bid was received (and subsequently awarded) for tank integrity testing services, indicating that a re-bid of Contract 17-B-20 likely would not result in any outcome other than receiving one bid from the same bidder; and

WHEREAS, these services are required for PVWC to satisfy its regulatory-driven obligations with regard to tank integrity testing in which delay or interruption of those required services could expose PVWC to potential regulatory penalties.

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and General Counsel as to form and legality), and a memorandum dated October 30, 2017 from the Director of Engineering, along with other relevant correspondence, is attached hereto and made a part hereof; and

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

WHEREAS, the one and only responsible, responsive bid submitted for this contract was that of TTI Environmental, Inc. of

Moorestown, New Jersey (the "Awardee") with respect to said bid in the amount of \$203,760.00; and

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

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

1. That Contract No. 17-B-20 "Tank Integrity Testing" in the total amount of \$203,760.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 17-B-20 as set forth hereinabove.

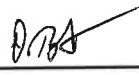
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission



President
GERALD FRIEND

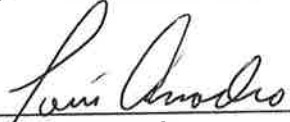


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 30, 2017
To: Hon. Commissioners
From: J. Bella & J. Duprey
cc: G. Hanley
L. Amodio
G. Lucianin
Re: Contract 17-B-20 "Tank Integrity Testing"-One Bid Received

One (1) bid was received on October 17, 2017 for Contract 17-B-20 "Tank Integrity Testing".

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

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

In the previous publically bid Contracts for these services (Contract 09-B-32 and again for Contract 13-B-24), only one bid was received (and subsequently awarded) for tank integrity testing services. Based on the above, a re-bid of Contract 17-B-20 likely would not result in any outcome other than receiving one bid from the same bidder. These services are required for PVWC to satisfy its regulatory-driven obligations with regard to tank integrity testing in which delay or interruption of those required services could expose PVWC to potential regulatory penalties.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. More specifically, these integrity tank testing services are provided by a relatively limited number of qualified and capable vendors, only one of which appears to be willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, and for reasons set forth hereinabove, it is recommended that the single bid received October 17, 2017 from TTI Environmental, Inc. of Moorestown, New Jersey for Contract 17-B-20 be accepted and awarded by PVWC.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 23, 2017

FROM: Purchasing Department

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

RE: **Contract # 17-B-20**
Tank Integrity Testing

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

One (1) bid was received, that of **TTI Environmental, Inc.**, of Moorestown, New Jersey, in the amount of **\$203,760.00**

Respectfully submitted,

Gregg B. Lucianin
Purchasing Agent

cc: L. Amodio
J. Duprey

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **17-B-20 TTI Environmental, Inc.**

Amount of Project or Contract: \$ 203,760.00

1. Acct: # 001-2002-423-45-04 R & M / Chemical Storage Integrity Testing

Specific Appropriation to which expenditures will be charged: Budget 2017/2018/2019

Other comments: Two (2) Year Contract Commencing: November 2017
Tank Integrity Testing

Date of Certification: 10/23/2017 Certified: \$ 203,760.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

Bids Received 10/17/2017

| BIDDERS | BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|--------------------------|--|
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| TTI Environmental, Inc. 1253 North Church Street Moorestown, New Jersey 08057 karenb@ttenv.com | <input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check 10% Bid Bond <input type="checkbox"/> Not to Exceed \$20,000.00 | \$203,760.00 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond <input type="checkbox"/> Not to Exceed \$ | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. |

RESOLUTION: 17- 123
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: NOVEMBER 30, 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: **VANNOY**

Seconded by Commissioner: **KOŁODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 17-P-72 "Special Labor Counsel for Investigations" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

WHEREAS, the responses received for the 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 four (4) responses received, the firm of Chasan Lamparello Mallon & Cappuzzo, PC of Secaucus, 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 November 9, 2017 (hereinafter the "Response"), with reimbursement to be as set forth in Exhibit A referenced below for services related to the Project; and

WHEREAS, a copy of the Response will be incorporated into the Contract, a form of which is 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 Responses and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificates are attached hereto as Exhibit 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 to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; 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 inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

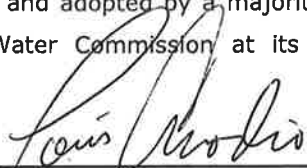


Secretary
DAVID BLUMENTHAL

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 November 30, 2017.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 17-P-72
"SPECIAL LABOR COUNSEL
FOR INVESTIGATIONS"**

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Chasan Lamparello Mallon & Cappuzzo, PC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 300 Lighting Way, Suite 200, Secaucus, New Jersey 07094.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 17-P-72 "Special Labor Counsel for Investigations" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary un-specifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 9, 2017, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit C; and

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

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

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

1. PROFESSIONAL shall provide the PROFESSIONAL SERVICES authorized by PVWC and required for the PROJECT. PROFESSIONAL'S obligations under this AGREEMENT are solely for the benefit of PVWC and no other party is intended to benefit or have rights hereunder.

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

may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be invoiced by the PROFESSIONAL on a Time-and-Materials, Not-to-Exceed basis. The blended rate authorized for the PROJECT shall be fixed at \$190.00/hour for professional staff. PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PVWC designates the Executive Director or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

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

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

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

**CHASAN LAMPARELLO MALLON &
CAPPUZZO, PC**

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

(On File in the Office of the Administrative Secretary)