



# PASSAIC VALLEY WATER COMMISSION

RESOLUTION #18-01

## RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: JANUARY 31, 2018

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: VANNOY 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:

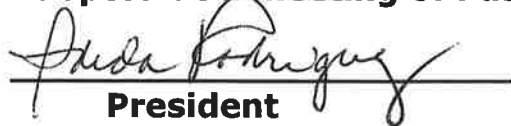
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Personnel: Administration: other matters as may be discussed *in camera*.
2. 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: KOLODZIEJ Time: 10:12 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

  
Secretary

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 January 31, 2018.



**LOUIS AMODIO**  
Administrative Secretary



## PASSAIC VALLEY WATER COMMISSION

### RESOLUTION #18- 02

#### RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 31, 2018

INTRODUCED BY COMMISSIONER: FRIEND

SECOND BY COMMISSIONER: VANNOY

BE IT RESOLVED, That Passaic Valley Water Commission will hold its Regular Public Meeting

On the Third Wednesday of every month, or as otherwise scheduled; and

BE IT RESOLVED, The public meetings will commence at 9:30 a.m.;

BE IT FURTHER RESOLVED, That Workshop sessions, where deemed necessary, will be


Held as scheduled, with all parties being notified in accordance with law; and

BE IT FURTHER RESOLVED, all meetings will be held at 1525 Main Ave., Clifton, N.J.,

ADOPTED, on call of roll; Ayes:

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

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
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 the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 31, 2018.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**RESOLUTION #18-03**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Adopted: January 31, 2018**

INTRODUCED BY COMMISSIONER **FRIEND**;

SECOND BY COMMISSIONER **VANNOY**:

BE IT RESOLVED, That Passaic Valley Water Commission does hereby designate the following Banks and Trust Companies; and their successors or assigns, as official depositories for funds of this Commission:

Capital One Bank	Kearny Federal Savings Bank
Crown Bank	M & T Bank
Clifton Savings Bank	Sterling National Bank
First Commerce Bank	Bank of America

BE IT RESOLVED, that in accordance with existing Statute, the following three signatures be designated as the proper officers to execute all warrants for withdrawal of funds of this Commission: the President, Chief Financial Officer, and any other Commissioner serving in a current term:

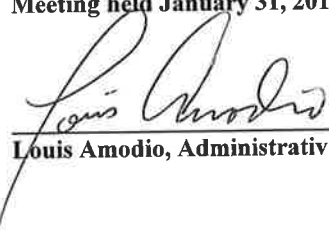
Hon. David Blumenthal	Hon. Gerald G. Friend
Hon. Joe Kolodziej	Hon. Jeff Levine
Hon. Idida Rodriguez	Hon. Rigo Sanchez
Hon. Robert Vannoy	

BE IT FURTHER RESOLVED, that this resolution shall supersede all prior resolutions of this Commission dealing with the withdrawal of Commission funds; and

BE IT FURTHER RESOLVEDADOPTED, that this resolution shall become effective immediately upon approval by this Commission.

Governing Body			Recorded Vote	
Member:	Aye	Nay	Abstain	Absent
<b>Rodriguez, Idida</b>				<b>X</b>
<b>Vannoy, Robert</b>	<b>X</b>			
<b>Levine, Jeffrey</b>	<b>X</b>			
<b>Kolodziej, Joseph</b>	<b>X</b>			
<b>Sanchez, Rigo</b>	<b>X</b>			
<b>Blumenthal, David</b>				<b>X</b>
<b>Friend, Gerald</b>	<b>X</b>			

**This is to certify the within is a true and  
Correct copy of action taken by the Board of Passaic  
Valley Water Commission at its Reorganization  
Meeting held January 31, 2018.**

  
\_\_\_\_\_  
**Louis Amodio, Administrative Secretary**

**RESOLUTION #18-04**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Date of Adoption: JANUARY 31, 2018**

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

Introduced by Commissioner **FRIEND**;

Seconded by Commissioner **VANNOY**.

WHEREAS, claims of payment by Passaic Valley Water Commission should be first submitted to the Board of Commissioners for consideration before payment, and

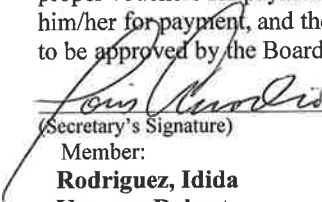
WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

NOW THEREFORE BE IT RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer has the following authority:

Passaic Valley Water Commission does hereby approve the payment between meetings of the following claims for payment, when the same are presented:

- 1) Payroll obligations and withholdings
- 2) Required payments to the North Jersey District Water Supply Commission
- 3) Real estate taxes
- 4) Banks for investment purposes, transfers, and debt service obligations
- 5) Utility Payments
- 6) Postage
- 7) Insurance Costs
- 8) State of New Jersey – Application Fees, Permit Fees, State Surcharges, DEP Fees and License Fees
- 9) Educational conference and registration fees
- 10) Reissue of lost or mutilated checks after stop payment has been enforced
- 11) Employee benefits
- 12) Payments necessary to all vendors that require compliance with the 2006 Prompt Payment Law, Chapter 96, whereby the Commission shall pay the bill not more than 30 calendar days after the billing date to avoid billable late charges
- 13) Replenishment of escrow funds for police traffic control
- 14) Contract invoices that will be more than 30 days old before the next scheduled Commission meeting
- 15) Employee expense reimbursements
- 16) Police traffic control
- 17) Customer refunds
- 18) Invoices that will be 60 days or older by the next scheduled Commission meeting
- 19) Petty cash funds replenishment
- 20) Settlements/claims authorized by the PVWC Board of Commissioners
- 21) All other bills that require payment outside of Commission meetings must be verbally approved by one Finance Committee member

BE IT FURTHER RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer is hereby authorized and directed to prepare the proper vouchers for payment of the above recited accounts when same is properly presented to him/her for payment, and thereafter said claim shall be transcribed on the next scheduled Bill list to be approved by the Board of Commissioners

  
(Secretary's Signature)

1/31/2018  
(Date)

Member:	Aye	Nay	Abstain	Absent
<b>Rodriguez, Idida</b>				<b>X</b>
<b>Vannoy, Robert</b>	<b>X</b>			
<b>Levine, Jeffrey</b>	<b>X</b>			
<b>Kolodziej, Joseph</b>	<b>X</b>			
<b>Sanchez, Rigo</b>	<b>X</b>			
<b>Blumenthal, David</b>				<b>X</b>
<b>Friend, Gerald</b>	<b>X</b>			

**RESOLUTION #18 -05**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**Date of Adoption: JANUARY 31, 2018**

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

Introduced by Commissioner **FRIEND**;

Seconded by Commissioner **VANNOY**.

**Whereas**, the Passaic Valley Water Commission (hereinafter "PVWC") has funds segregated for Self-Insurance, Meter Deposits, Contingencies, Bond Construction/Project Fund, Renewal and Replacement Reserves, Operating Reserves, Debt Service Reserve and other funds (collectively, the "Funds"); and

**Whereas**, the Funds are invested in authorized investments for time periods of up to one year or deposited into interest/dividend bearing accounts; and

**Whereas**, PVWC is exercising its best efforts to maximize investment returns earned on said funds; and

**Whereas**, the ability to invest with all New Jersey banking institutions covered by the Governmental Unit Deposit Protection Act ("GUDPA"), N.J.S.A. 17:9-41 et seq. does not necessarily enable PVWC to seek the best possible rates; and

**Whereas**, LFN 2017-24 from the New Jersey Division of Local Government Services permits investment in certain municipal debt obligations for a period of not more than 397 days; and

**Whereas**, the PVWC General Bond Resolution limits the term on certain investments to no more than one year; and

**Whereas**, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to \$5,000,000;

**Now therefore, be it resolved**, by PVWC, in the County of Passaic, New Jersey:


That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies and entities outlined in LFN 2017-24 which have (A) a final maturity date that is not longer than 12 months from the date of purchase in the case of any Funds that are subject to the General Bond Resolution and 397 days otherwise (but if longer than 12 months, the maturity shall approximate the prospective uses of the funds invested) and (B) a minimum issuer investment grade rating of "A3" or "A-" by Moody's, Standard and Poor's, or Fitch or a recent bond issue so rated. A rating of the bonds or notes is not required. The phrase "short term obligations" includes bonds which have a maturity or redemption date of no longer than 12 months from the date of purchase. The PVWC may jointly purchase any such investments with any municipality, county or authority that is authorized to make such investments. The CFO is hereby authorized to seek the assistance of the PVWC's financial advisor and/or bond counsel when making such purchases and is directed to diversify the PVWC's investment in such notes and bonds, so that no more than \$5,000,000 be invested at any time in any one note or bond.


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**Record of Commission vote on final passage:**

	<u>Aye</u>	<u>Nav</u>	<u>Abstain</u>	<u>Absent</u>
Rodriguez, Idida				X
Vannoy, Robert	X			
Levine, Jeffrey	X			
Kolodziej, Joe	X			
Sanchez, Rigo	X			
Blumenthal, David				X
Friend, Gerald	X			

**Adopted at a meeting of Passaic Valley Water Commission:**

  
Idida Rodriguez  
President

  
Joseph Kolodziej  
Secretary

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of 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 January 31, 2018.

  
LOUIS AMODIO  
Administrative Secretary



**RESOLUTION # 18-06**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: JANUARY 31, 2018**

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: **FRIEND**

Seconded by Commissioner: **VANNOY**

**WHEREAS,** notwithstanding solicitation of bids to potential bidders two (2) bids were received by Passaic Valley Water Commission ("PVWC") on October 24, 2017 for Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance", which bids were rejected for lawful cause, and the contract was subsequently re-solicited for bids; and

**WHEREAS,** notwithstanding solicitation of bids to potential bidders, in the second solicitation for bids, on December 21, 2017 four (4) bids were received by PVWC for Contract No. 17-B-32 (Re-Bid) "Analytical Laboratory Services for UCMR-4 Compliance"; 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 January 12, 2018 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 award of said contract upon receipt of bids and qualifications of bidders therefor; and

**WHEREAS,** the lowest responsible, responsive bid submitted for this Contract was that of ALS Group USA Corp. (the "Awardee") with respect to said bid in the amount of \$183,522.05; 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-32 (Re-Bid) "Analytical Laboratory Services for UCMR-4 Compliance" in the total amount of \$183,522.05 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-32 (Re-Bid) as set forth hereinabove.


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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOŁODZIEJ**

**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 January 31, 2018.



**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PVWC MEMORANDUM DATED JANUARY 12, 2018  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: January 12, 2018

To: Hon. Commissioners

From: J. Duprey

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

Re: Contract 17-B-32 (Re-Bid) "Analytical Laboratory Services for UCMR-4 Compliance"

Notwithstanding solicitation of bids to potential bidders, only two (2) bids were received by Passaic Valley Water Commission ("PVWC") on October 24, 2017 for Contract No. 17-B-32 "Analytical Laboratory Services for UCMR-4 Compliance", which bids were rejected for lawful cause, and the contract was subsequently re-solicited for bids.

In the second solicitation for bids, on December 21, 2017 four (4) bids were received by PVWC for Contract No. 17-B-32 (Re-Bid) "Analytical Laboratory Services for UCMR-4 Compliance". The lowest numerical bidder, ALS Group USA Corp. (ALS)'s bid named their proposed subcontractor in the appropriate space provided in the Bidding Documents for same. The Bidding Documents permit the use of subcontracting. ALS, together with their proposed subcontractor, have the required USEPA certifications required by the Bidding Documents.

Subject to review and approval by the Law Department, and for reasons set forth hereinabove, it is recommended that the lowest responsible responsive bid received December 21, 2017 from ALS Group USA for Contract 17-B-32 (Re-Bid) be accepted and awarded by PVWC.

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PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 8, 2018

FROM: Purchasing Department

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

RE: **Contract #17-B-32 (Re-bid) "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. The Finance Department has certified the availability of funds (see attached).

Of the four (4) bids received, the lowest responsive and responsible proposal was submitted by **ALS Group USA Corp. DBA ALS Environmental**, of Middletown, PA in the amount of **\$183,522.05**

Respectfully submitted,

Gregg B Lucianin  
Buyer

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-32 (Re-bid) ALS Group USA Corp.  
DBA ALS Environmental**

Amount of Project or Contract: \$183,522.05

1. Acct: # 001-3503-425-70-03 Purchases / Lab Water Analysis

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

Other comments: Three (3) Years - Contract Commencing: November 2018  
~~Analytical Laboratory Services For UCMR-4 Compliance~~

Date of Certification: 01/08/2018 Certified: \$183,522.05



**Yitzchak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

17-B-32 (Re-bid)  
Analytical Laboratory Services for UCMR-4 Compliance

Bids Received December 21, 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 <a href="mailto:richard.zimmer@mwhglobal.com">richard.zimmer@mwhglobal.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$	\$205,030.00	<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 <a href="mailto:colin@mccoylabs.com">colin@mccoylabs.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$206,115.75	<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.
ALS Group USA Corp. 34 Dogwood Lane Middletown, PA 17057 Scott Brunk <a href="mailto:Scott.brunk@alsglobal.com">Scott.brunk@alsglobal.com</a>	Certified Check Cashier's Check 10% Bid Bond Not to Exceed	\$183,522.05	<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.
Microbac Laboratories One Allegheny Square Ste 400 Pittsburgh, PA 15212 Fiona Adamsky <a href="mailto:fiona.adamsky@microbac.com">fiona.adamsky@microbac.com</a>	<input checked="" type="checkbox"/> Certified Check Cashier's Check Bid Bond Not to Exceed \$18,472.90	\$184,729.00	<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.
	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 #18-07  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
STATE CONTRACT #T0983 13-x-23020 A85091  
ENVIRONMENTAL TESTING INSTRUMENTS  
PARTS/SUPPLIES**

**DATE OF ADOPTION: JANUARY 31, 2018**

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: **FRIEND**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, PVWC requires the annual purchase of various parts and supplies for the various instruments for PVWC's laboratory on an as-needed basis; and

**WHEREAS**, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, PVWC has elected to procure the said parts and supplies for the various instruments for PVWC's laboratory in the total amount of up to \$157,944.00 from Hach Company of Loveland, Colorado (the "Awardee") under State Contract #T0983 13-x-23020 A85091 "Environmental Testing Instruments Parts/Supplies" (herein the "State Contract"), and a copy of a memorandum dated January 5, 2018 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

**WHEREAS**, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the

General Counsel has reviewed the proposed purchase as to form and legality); and

**WHEREAS,** PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

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

1. That the purchase of the above-referenced parts and supplies for the various instruments for PVWC's laboratory under the State Contract is hereby awarded to the Awardee in the total amount of up to \$157,944.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 January 31, 2018.

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**LOUIS AMODIO**  
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #T0983 13-x-23020 A85091  
ENVIRONMENTAL TESTING INSTRUMENTS  
PARTS/SUPPLIES**

**PVWC'S PURCHASING DEPARTMENT  
MEMORANDUM DATED JANUARY 5, 2018  
PVWC's FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 5, 2018

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # T0983 13-x-23020 – A85091**  
**Environmental Testing Instruments Parts/Supplies**

This is for the annual purchase of parts and supplies for the various instruments at PVWC's laboratory (see attached quotes and back up information).

The State Contract purchases will be on an as need basis from **Hach Company.**, of Loveland, Colorado, in the amount not to exceed \$157,944.00. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,

Gregg B. Lucianin  
Buyer

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: **State Contract Purchase – T0983 13-x-23020**  
**A85091**  
**Hach Company**


Amount of Project or Contract: \$157,944.00

1. Acct: # 001-3507-425-60-13 Supplies / Lab Instrument Parts/Supplies

Specific Appropriation to which expenditures will be charged: Budget 2018

Other comments: Single Purchase: Contract Commencing: January 2018  
Environmental Testing Instruments Parts/Supplies

Date of Certification: 01/05/2018 Certified: \$157,944.00

  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:gbl

**Duprey, Jim**

---

**From:** Prantis, David  
**Sent:** Thursday, December 28, 2017 9:18 AM  
**To:** Lucianin, Gregg; Duprey, Jim  
**Cc:** Mahoney, Suzanne; Poyssick, Charles  
**Subject:** FW: 2018 Hach Blanket Orders - Board Approval Packet  
**Attachments:** DOC003.pdf

Jim and Gregg,

Please see the attached information prepared by Sue Mahoney and Charles Poyssick regarding our 2018 Blanket PO requisition with Hach-GLI. Due to the size of this requisition we are submitting it for Board approval. All of the items are required for efficient management and most are required for regulatory compliance. Thank you for your assistance.

*David Prantis*  
PVWC Laboratory Manager

**From:** Mahoney, Suzanne  
**Sent:** Thursday, December 21, 2017 7:16 AM  
**To:** Prantis, David <dprantis@PVWC.com>  
**Cc:** Poyssick, Charles <cpoyssick@PVWC.com>  
**Subject:** 2018 Hach Blanket Orders - Board Approval Packet

Dave,

As we discussed, attached is the packet containing all pertinent information to be submitted for board approval of the 2018 Hach Blanket Purchase Orders.

Thanks

Sue

**Suzanne Mahoney**  
Instrument Chemist  
Passaic Valley Water Commission  
800 Union Boulevard  
Totowa, New Jersey 07512  
O: 973-237-2053  
F: 973-237-2060  
24/7: 973-340-4300  
[www.pvwc.com](http://www.pvwc.com)

12/21/2017

To: David Pranitis

From: Suzanne Mahoney

Re: Board Approval: 2018 Hach Blanket Purchase Orders

The following packet contains material to support the requests for 2018 Annual Hach-GLI Blanket Purchase Orders that have been requested by the Laboratory. There are several different Hach analyzers installed throughout the LFWTP, Remote Pumping Facilities and reservoirs and being used for measuring various water quality parameters. These instruments are used for both process control and regulatory purposes.

Hach is a sole source manufacturer and distributor for all of their instrumentation.

Hach New Jersey State Contract # A85091

The blanket orders are set up to provide assistance with the continuous operation of all the analyzers under the worst case scenario. By setting up these POs-, all instrumentation problems can be efficiently addressed to minimize downtime.

It should be noted that many of the instruments currently installed were furnished with the LFWTP Plant Upgrade more than 10 years ago and the realistic life expectancy has to be taken into account when forecasting repair and replacement needs.

Attached, please find the following for review:

- 2018 Hach-GLI Annual Blanket Purchase Order Summary Table which includes all current request for blanket orders.
- "The Sole Authorized Manufacturer and Direct Distributor Letter" provided by the Hach Company.
- 2018 Blanket PO Information: Hach Pocket Chlorine Colorimeter
- 2018 Blanket PO Information: Hach pH and Turbidity Water Quality Instrumentation
- 2018 Blanket PO Information: Hach AccuVac Dissolved Ozone Ampules
- 2018 Blanket PO Information: Hach Laboratory and Reagents
- 2018 Blanket PO Information: Hach CL17 Chlorine Residual Analyzer
- 2018 Blanket PO Information: Hach Online pH Analyzers (Upgrade)



**2018 Hach-GLI Annual Blanket Purchase Order Summary Table**

Requisition #	2018 Est. Amount	Purpose	Account	Commodity
30931	\$28,000	Water Quality Instruments: pH and Turbidity	00135074256013	493-096
30930	\$24,178	AccuVac Dissolved Ozone Ampules	00135074256013	175-074
30040	\$27,500	Laboratory Reagents & Supplies	00135024256013	493-096
30932	\$28,000	CI17 Chlorine Analyzer Spares/Consumables	00135074256013	490-015
30945	\$17,622	Pocket Colorimeters - Chlorine Residual	00135024257050	490-015
30990	\$32,644	Online pH Meter	00135024257050	493-096

Est. Total: \$157,944.00



State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno  
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NJ Home | Services A to Z | Departments/Agencies | FAQs

## TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0983 13-x-23020	ENVIRONMENTAL TESTING INSTRUMENTS	HACH COMPANY	85091
			TOP



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<b>Vendor Name &amp; Address:</b>	HACH COMPANY PO BOX 359 LOVELAND, CO 80539-0608
<b>Contact Person:</b>	GREG DINOIA
<b>Contact Phone:</b>	800-227-4224
<b>Order Fax:</b>	970-461-3911
<b>Contract#:</b>	85091
<b>Expiration Date:</b>	09/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

**The Sole Authorized Manufacturer and Direct Distributor Letter**

12/4/2017

**Customer Name:** Passaic Valley Water Commission**Customer Address:** 800 Union Boulevard**Customer City, State, Zip:** Totowa, New Jersey 07512**Customer Account Number:** 008108**Item(s):****Description(s):****RE: SOLE SOURCE LETTER** Hach Brand Instruments

Hach Brand Products Instruments and Chemistry: Brands to include, but not limited to:

**Other Hach Brands**

Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, ORBISPHERE, POLYMETRON, Sigma ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLI, HIAC, Homeland Security Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPHERE, OTT, Hydrometry, POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs, Hach WIMS™

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer and distributor for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you



Be Right™

**2018 Hach Blanket Purchase Order: Hach Chlorine Pocket Colorimeter: Spares, spare parts & consumables**

Requisition # 30945

Account Code: 00135024257050

Commodity Code: 490-015

Hach Quote Number: 100302747v1

2018 Estimated Amount: \$ 17,622

**Laboratory Purpose**

- The Hach Chlorine Pocket Colorimeter is a hand held meter used to measure chlorine residual in the field. It is used by several departments in PVWC as follows:
  - The laboratory measures the chlorine residual at various stages of the treatment process, the finished water reservoirs, and the distribution system. Several of these measurements are required for regulatory purposes and are reported to the regulatory agency.
  - It is also used by the laboratory to verify the performance of the Online chlorine monitors in accordance with EPA Method 334.0
  - The operations department uses these meters for compliance and process control measurements at the LFWTP, Chemical Feed station and finished water reservoirs.
  - It is used by Engineering to verify chlorine residual when repairing water mains and installing new water mains.
  - These meters are also used by some of our clients for a monthly fee.
- The chemistry used to measure chlorine residual by these meters require the use of specific reagents and standards that need to be replenished on a regular basis which are Included in this purchase order.
- PVWC currently has 24 of these meters and, in order to keep certification, the laboratory is required to perform calibration and verification of the meters at certain frequencies. The reagents and standards required for this are part of this purchase order.



Be Right™

## Quotation

Quote Number: 100302747v1  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 01/01/18

Quote Expiration: 12/31/18

PASSAIC VALLEY WATER COMM  
1525 MAIN AVE  
CLIFTON, NJ 07011

Name: CHARLIE POYSSICK  
Phone: 973 237 2072  
Email: cpoyssick@pvwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	2105569	DPD Free Chlorine 10mL pk/100 Powder Pillows *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	21.06	21.06
2	2105669	DPD Total Chlorine, 10mL pk/100 Powder Pillows *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	21.06	21.06
3	2105528	DPD Free Chlorine 10mL pk/1000 Powder Pillows	1	179.34	179.34
4	2105628	DPD Total Chlorine, 10mL pk/1000 Powder Pillows	1	179.34	179.34
5	2106069	Phosver 3 pwr plws 10ml pk/100	1	35.37	35.37
6	2427606	Sample Cell 25x60mm 10ml pk/6, w/cap used with Pocket Colorimeter	1	31.11	31.11
7	2635300	Spec Color Standard, Low Range Chlorine - DPD	1	171.50	171.50
8	5870000	Pocket Cmr II Chlorine EPA Approved CE approved *This product has not been evaluated to test for chlorine and chloramines in medical applications in the United States.	1	436.10	436.10
9	5870006	POCKET CLRMTR II PHOSPHATE SYSTEM	1	477.26	477.26
				Grand Total:	1,552.14

### TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following sets constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear and use, chemical / biological



**Be Right™**

Quotation Addendum

# HACH COMPANY

**Headquarters**  
P.O. Box 389  
5800 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 808  
Loveland, CO 80539-0808

WebSite: [www.hach.com](http://www.hach.com)

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-889-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

**Export**  
Phone: 970-889-3050  
Fax: 970-461-3939  
Email: [inf@hach.com](mailto:inf@hach.com)

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765802388  
Routing (ABA): 071000039

## ADVANTAGES OF WORKING WITH HACH

<b><u>Technical Support</u></b> <i>Provides post-sale instrumentation and application support</i> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <a href="http://www.Hach.com">www.Hach.com</a>	<b><u>SIRR Delivery Program</u></b> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <a href="http://www.Hach.com/sirr">www.Hach.com/sirr</a>	<b><u>Hach WarrantyPlus™ Upgrade</u></b> <i>Instrument Protection and Service</i> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <a href="http://www.Hach.com/warrantyplus">www.Hach.com/warrantyplus</a>
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## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<b><u>Safe &amp; Fast Delivery</u></b> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<b><u>Save Time – Less Hassle</u></b> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<b><u>Save Money</u></b> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>				Pricing Effective 10/3/2016		Collect <sup>4</sup> Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.84	\$138.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$181.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$218.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$62.77	\$114.40	\$239.39	\$141.65	\$287.00	\$9.80
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$328.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$156.77	\$320.81	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.66	\$355.05	\$192.48	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii. Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

11. **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION, PRIVACY:** "Proprietary information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork or otherwise which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE, RELATIONSHIP OF PARTIES:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strike, insurrections, civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, direct, incidental or consequential damages, including without limitation, damage to or loss of property other than that for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any country having jurisdiction of this transaction or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction: (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado; or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additions or inconsistent Terms & Conditions of Sale offered by Buyer at any time whether or not such terms or conditions materially alter the Terms &





**2018 Hach Blanket Purchase Order: Hach Water Quality Instrumentation: pH and Turbidity spares, spare parts & consumables**

Requisition # 30931

Account Code: 00135074256013

Commodity Code: 493-096

Hach Quote Number: 100207644v3

2018 Estimated Amount: \$ 28,000

**Laboratory Purpose**

- The Hach Solitax Turbidity Analyzers are used to continuously monitor the turbidity at the clarification step of the purification process.
- The GLI pH Analyzers are used to continuously monitor the pH in the clarification process.
- The Hach 1720E Turbidity Analyzers are used to continuously monitor the turbidity at the following locations:
  - The Individual Filter Effluents at the LFWTP: \*\*24 Analyzers
  - The Combined Filter Effluent at the LFWTP: \*\*3 Analyzers
  - NJDWS: 1 Analyzer
  - Great Notch, New Street and Levine Reservoir effluents
  - Highcrest Pump Station
  - Botany Pump Station

**\*\*It is a regulatory requirement that PVWC continuously monitor the turbidity at these locations-if the instrument is out of service than the Operators must perform grab sample every 4 hours until the instrument is back in service \*\***

- Hach Surface Scatter 6 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
  - Plant Intake: 1 Instrument
  - Ozonated Water Conduit: 1 instrument
  - Residuals
- Hach Surface Scatter 7 Analyzers are used for process control to measure the turbidity at the following locations at the LFWTP:
  - Raw Water Pumps: 1 Instrument



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# Quotation

Quote Number: 100207644v3  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 01/01/18

Quote Expiration: 12/31/18

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

Name: Sue Mahoney  
Phone: 973-237-2053  
Email: smahoney@pwwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	2660549	StabiCal Calibration Standard, 800 NTU, 500 mL	20	83.59	2%	81.92	1,638.40
2	246149	Formazin Calibration Standard, 4000 NTU, 500 mL	20	77.75	2%	76.19	1,523.80
3	2660153	StabiCal Calibration Standard, 20 NTU, 1000 mL	20	145.00	2%	142.10	2,842.00
4	4503400	Lamp Assy, SS6	8	84.00	2%	82.32	658.56
5	4500600	Detector Assy, SS6	4	1,435.00	2%	1,406.30	5,625.20
6	4499300	REPLACEMENT LATCH, SSX ENCLOSURE	8	62.95	2%	61.69	493.52
7	68700	Brush, Cylinder, Total Length 33 cm (13 inches), Brush 13 cm (5 inches) length, 5cm (2 inches) diameter	1	4.55	2%	4.46	4.46
8	4500400	LIGHT SOURCE ASSY, SS6	1	894.00	2%	876.12	876.12
9	7122100	ASSEMBLY, DETECTOR, SS7	1	1,169.00	2%	1,145.62	1,145.62
10	4669100	KIT, SSX TUBING REPLACEMENT	1	131.00	2%	128.38	128.38
11	SB-P1SV-010	(10)PEEK Saltbridge, Kynar OJ, Equi-Tr Fill, Viton O	5	610.00	2%	597.80	2,989.00
12	PD1P1	pHD, Differential pH Sensor, PEEK Body Material, Convertible Body Style General Purpose Glass Electrode, 105 °C (203 °F) Maximum Temperature	1	852.00	2%	834.96	834.96
13	25M1A1025-115	Standard Cell Solution for pHd sc and pHd, packaged in resealable 500 ml bottle	10	72.35	2%	70.90	709.00
14	UXV404.99.00552	sc200 CONTROLLER, AC-DC, 2 DIG, HACH	3	1,965.00	2%	1,925.70	5,777.10
15	UXV423.99.10000	SOLITAX t-line sc/immersion probe 0.001-4000 NTU; wiper; PVC	1	3,612.28	2%	3,512.28	3,512.28
16	LZX050	Replacement Wipers for OptiQuant Solids and Turbidity Probes, pk/5	6	77.69	2%	76.14	456.84
17	S218000	PHOTOCELL ASSY, 1720D REPL KIT	3	448.00	2%	439.04	1,317.12
18	1895000	Lamp ASSY, 1720 D/E	1	62.00	2%	60.76	60.76
19	6010101	1720E TURBIDIMETER, SENSOR ASSEMBLY	6	2,703.00	2%	2,648.94	15,893.64
20	2763900	DR/check absorbance standard kit	1	190.00	2%	186.20	186.20
Grand Total							\$ 46,772.96



**Be Right™**

Quotation Addendum

# HACH COMPANY

**Headquarters**  
P.O. Box 388  
5800 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 808  
Loveland, CO 80539-0608

WebSite: [www.hach.com](http://www.hach.com)

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-689-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

**Export**  
Phone: 970-689-3050  
Fax: 970-451-3939  
Email: [intl@hach.com](mailto:intl@hach.com)

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

## ADVANTAGES OF WORKING WITH HACH

<b><u>Technical Support</u></b> <i>Provides post-sale instrumentation and application support</i> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <a href="http://www.Hach.com">www.Hach.com</a>	<b><u>SIRR Delivery Program</u></b> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <a href="http://www.Hach.com/sirr">www.Hach.com/sirr</a>	<b><u>Hach WarrantyPlus™ Upgrade</u></b> <i>Instrument Protection and Service</i> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <a href="http://www.Hach.com/warrantyplus">www.Hach.com/warrantyplus</a>
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## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<b><u>Safe &amp; Fast Delivery</u></b> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<b><u>Save Time – Less Hassle</u></b> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<b><u>Save Money</u></b> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>				Pricing Effective 10/3/2016		Collect <sup>4</sup> Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.98	\$85.48	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$78.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$849.99	\$41.67	\$108.95	\$218.88	\$136.20	\$263.73	\$9.18
\$850.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$287.00	\$9.50
\$950.00 - \$1,999.99	\$65.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.78
\$6,000.00 - \$7,999.99	\$104.48	\$176.68	\$365.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii. Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

## SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

11. **SOFTWARE:** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific licenses under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable license(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents expressly or by implication with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site power not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE; RELATIONSHIP OF PARTIES:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., EU and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach or which otherwise constitutes or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Help line portal.

17. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God; quarantines, labor strikes or lockouts, riots, civil insurrections, civil disobedience or acts of criminals or terrorists; war, material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &



**2018 Hach Blanket Purchase Order: AccuVac Ampules**

Requisition # 30930

Account Code: 00135024256013

Commodity Code: 175-074

2018 Estimated Amount: \$ 24178

Hach Quote Number: 100207660v2

**Laboratory Purpose:**

- The Hach AccuVac Ampules are used to measure the dissolved ozone residual in the disinfection step of the LFWTP purification process
- LFWTP has 16 dissolved ozone online analyzers installed at the LFWTP.
- These ampules provide a quick and convenient way for the Plant Operators to measure the dissolved ozone residual to determine correct ozone dosage and verify online instrument performance 24 hours a day / 7 days a week.
- In the event of online instrument or SCADA Communication failure, these ampules are the only means the Operators have to determine the ozone residual during off-hours when the Laboratory is not staffed.
- This purchase order reflects the estimated usage in the event of an instrumentation failure.



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## Quotation

Quote Number: 100207660v2  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 01/01/18

Quote Expiration: 12/31/18

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

Name: Sue Mahoney  
Phone: -  
Email: smahoney@pvwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

### PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	2517025	Ozone Reagent, 0-0.75 mg/L, AccuVac Ampuls, pk/25	300	35.25	2%	34.54	10,362.00
2	2518025	Ozone Reagent, 0-1.5 mg/L, AccuVac Ampuls, pk/25	300	35.25	2%	34.54	10,362.00
Grand Total							\$ 20,724.00

### TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following sets constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1) A statement of intended end-use; 2) Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3) Certification that the goods will not be diverted contrary to U.S. law.

#### ORDER TERMS:

Terms are Subject to Credit Review  
Please reference the quotation number on your purchase order.  
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale exemption certificate.  
Shipments will be prepaid and added to invoices unless otherwise specified.  
Equipment quoted operates with standard U.S. supply voltage.  
Hach standard terms and conditions apply to all sales.  
Additional terms and conditions apply to orders for service partnerships.  
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.  
Standard lead time is 30 days.  
This Quote is good for a one time purchase.



**Be Right™**

Quotation Addendum

## HACH COMPANY

**Headquarters**  
P.O. Box 389  
5600 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

WebSite: [www.hach.com](http://www.hach.com)

## U.S.A.

Phone: 800-227-4224  
Fax: 970-689-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

## Export

Phone: 970-689-3050  
Fax: 970-461-3939  
Email: [intl@hach.com](mailto:intl@hach.com)

## Remittance

2207 Collections Center Drive  
Chicago, IL 60693

## Wire Transfers

Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

## ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
Provides post-sale instrumentation and application support	The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents	Instrument Protection and Service
✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.	✓ Lower inventory costs and fresh supplies	✓ Savings of more than 20% versus a "pay as you go" approach
✓ Available via phone, e-mail, or live online chat at <a href="http://Hach.com">Hach.com</a>	✓ Reduced paperwork – one purchase order for the entire year	✓ Freedom from maintenance
✓ Toll-free phone: 800-227-4224	✓ Automatic shipments on your schedule	✓ Worry-free compliance with Hach's certification
✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a>	✓ Easier budgeting	✓ Fixed maintenance budget for the entire year
<a href="http://www.Hach.com">www.Hach.com</a>	<a href="http://www.Hach.com/sirr">www.Hach.com/sirr</a>	<a href="http://www.Hach.com/warrantyplus">www.Hach.com/warrantyplus</a>

## ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe &amp; Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
✓ Receive tracking numbers on your order acknowledgement	✓ No need to set up deliveries for orders or to schedule pickup	✓ No additional invoice to process – save on time and administrative costs
✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>				Pricing Effective 10/3/2016		Collect <sup>4</sup> Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$185.08	\$8.72
\$350.00 - \$649.99	\$41.87	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.85	\$287.00	\$9.60
\$950.00 - \$1,999.99	\$66.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$365.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

## SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

11. **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software which Buyer may use under the terms and conditions of the specific licenses under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE, RELATIONSHIP OF PARTIES:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://denaher.com/integrity-and-compliance> and [www.denaherintegrity.com](http://www.denaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, trouble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products; or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statute or regulations of any countries having jurisdiction of this transaction or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado; or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &





**2018 Hach Blanket Purchase Order: Hach Laboratory Reagents & Supplies**

Requisition # 30040

Account # 00135024256013

Commodity Code: 175-054

Hach Quote Number: 100207652v3

2018 estimated amount: \$ 27,500

**Laboratory Purpose**

The laboratory and operations department use various Hach equipment and reagents to monitor water quality. This purchase order is set up so the laboratory can quickly and easily order the proprietary Hach supplies and reagents required to perform and or support various analyses, some of which include:

- DR5000 Spectrophotometer spare parts, standards: Currently being used by Operations to analyze UV-254 for the purpose of quality control and can be used as a back-up for Laboratory use
- DR6000 Spectrophotometer spare parts, standards: Currently being used in the Laboratory to analyze the following certified parameters:
  - UV-254
  - Dissolved Ozone
- DR2800 Spectrophotometer spare parts, standards: Currently being used by Operations to measure the dissolved ozone residual using Hach AccuVac Ampules.
- DR2100 Turbidimeter: 2 instruments
  - One instrument is used in the laboratory to measure the certified turbidity of various samples in the watershed, all stages of the treatment process, the finished water reservoirs, the remote pumping facilities and the distribution system. This instrument is critical in verifying the performance of the online continuously monitoring turbidity analyzers.
  - The second instrument is used by operations to measure the turbidity at various treatment process stages as well as the daily individual and combined effluent turbidity which is a regulatory requirement.
- Reagents and standards included in this purchase order are used to calibrate and verify the performance of the instrumentation.
- The estimated 2018 usage is based on the worst case scenario so that in the event of multiple failures, repairs can be made and supplies can be ordered so as not to interrupt the continuous operation of the laboratory and operations.



Be Right™

## Quotation

Quote Number: 100207652v6  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 01/01/18

Quote Expiration: 12/31/18

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

Name: Sue Mahoney  
Phone: 973-237-2053  
Email: smahoney@pvwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

### PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LZV510	QUARTZ POUR THRU CELL 450uL 1CM SQR 450mL for DR5000	4	703.00	2%	688.94	2,755.76
2	LZV877	SIP 10 PUMP TUBING, LAGOPRENE	1	36.25	2%	35.52	35.52
3	4822800	Sample Cells, 1-cm quartz, matched pair with caps	20	277.00	2%	271.46	5,429.20
4	A23801	DR5000 SIPPER TUBING PUMP (4X)	4	99.25	2%	97.26	389.04
5	A23800	TUBING INLET & WASTE	2	186.00	2%	182.28	364.56
6	LZV780	SIPPER TUBING, DR5000, STANDARD	3	226.00	2%	221.48	664.44
7	A23766	DUST FILTER PAD	1	4.69	2%	4.60	4.60
8	1970010	TenSette Pipet, 1.0-10.0 ml dispensing range. Complete with instructions and 50 disposable pipeting tips.	4	292.00	2%	286.16	1,144.64
9	1970001	TenSette Pipet, 0.1-1.0 ml dispensing range. Complete with instructions and 100 disposable pipeting tips.	20	292.00	2%	286.16	5,723.20
10	2199796	Pipet Tips, for TenSette Pipet 19700-10, 1.0-10.0 mL, pk/50	2	12.35	2%	12.10	24.20
11	4708900	Lamp Replacement Assembly for 2100AN or 2100N Laboratory Turbidimeter	12	132.00	2%	129.36	1,552.32
12	2084900	Sample cell, 25x95 mm, used with Model 2100N, 2100AN and Lab Ratio Turbidimeters, 6/pkg	20	59.00	2%	57.82	1,156.40
13	2662105	StabilCal Standards Calibration Kit, for 2100N and 2100N IS Laboratory Turbidimeters (Includes 1 ampule each, <0.1 NTU, 20 NTU, 200 NTU, 1000 NTU, 4000 NTU)	6	228.00	2%	223.44	1,340.64
14	2589000	Gelex Secondary Standards Kit, for 2100N Laboratory Turbidimeter (Includes 1 sealed vial each, Stray Light Standard, 0-2 NTU, 0-20 NTU, 0-200 NTU, 200-4000 NTU)	4	265.00	2%	259.70	1,038.80
15	2805342	STABLCAL CERT STD 0.060NTU 100ML	50	51.69	2%	50.66	2,533.00
16	42449	Buffer Solution, Hardness 500 mL (pH10.1)	4	27.95	2%	27.39	109.56
17	28101H	Calver 2 Calcium Indicator, 454 g. (for calcium determination using EDTA titration)	4	50.15	2%	49.15	196.60
18	42549	MenVer Hardness Indicator, 500mL, APHA, Hardness Method	4	32.95	2%	32.29	129.16
19	LZV584	ADAPTER F/ 1" ROUND CUVETTES, DR2800	12	28.29	2%	27.72	332.64

## TERMS &amp; CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied and services provided by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION** Buyer may cancel goods orders subject to a fee charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-statement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

**3. DELIVERY** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or if no time is specified within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am - 5 pm Monday through Friday, excluding holidays.

**4. INSPECTION** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

**5. PRICES & ORDER SIZES** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance, brokerage fees, sales, use, inventory or excise taxes; import or export duties, special financing fees, VAT, income or royalty taxes imposed outside the U.S., consular fees, special permits or licenses, or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

**6. PAYMENTS** All payments must be made in U.S. dollars. For internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law if lower; for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection

including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security if Buyer fails to meet these requirements. Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors or dissolution or termination of the existence of Buyer constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See 5.27 for further wire transfer requirements.

**7. LIMITED WARRANTY** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach Instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

**8. INDEMNIFICATION** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

**9. PATENT PROTECTION** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the EU) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to: (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.



11 **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12 **PROPRIETARY INFORMATION / PRIVACY** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents expressly or by implication with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy located at <http://www.hach.com/privacypolicy>.

13 **CHANGES AND ADDITIONAL CHARGES** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14 **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15 **LIMITATIONS ON USE; RELATIONSHIP OF PARTIES** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16 **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitutes or has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/ethics-and-compliance> and [www.danaher.com](http://www.danaher.com) for a copy of the SOC and for access to our Helpline portal.

17 **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of God; quarantines, labor strikes or lockouts, riots, strife, insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18 **NON ASSIGNMENT AND WAIVER** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products; or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20 **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21 **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &



**2018 Hach Blanket Purchase Order: Hach CL17 Chlorine Analyzers: Spare Parts & Consumables**

Requisition # 30932

Account Code: 00135074256013

Commodity Code: 490-015

2018 Estimated Amount: \$ 28,000

Hach Quote Number: 100207655v2

**Laboratory Purpose:**

- The Hach CL17 Analyzers are used to continuously measure the chlorine residual at the following locations:
  - NJDWS: 1 analyzer
  - LFWTP: Filter Influent – 1 analyzer
  - LFWTP: POE – 1 analyzer
  - Combined Filter Effluent: 2 analyzers \*\*Regulatory Requirement
  - Great Notch, New Street and Levine reservoir effluents: 3 analyzers
  - Highcrest Lake Pump Station: 2 analyzers
  - Botany Pump Station: 1 analyzer
  - Burhans Pump Station: 2 analyzers
  - Nozenso Well System: 1 analyzer \*\* Regulatory Requirement

\*\*It is a regulatory requirement that PVWC continuously monitor the chlorine residual at these locations-if the instrument is out of service, the Operators must perform grab sample every 4 hours until the instrument is back in service\*\*
- During routine operations, the 3 reagents that are used by this instrument to perform the actual chlorine residual DPD Analysis must be replaced at each location every month.
- In addition to the routine consumable usage, the estimated expenses are based on a 'worst case scenario' that would allow seamless operation of these critical analyzers even in the event of multiple system failure by allowing quick and easy access to spare instruments and parts.



# Quotation

Quote Number: 100207655v2  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 508  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 01/01/18

Quote Expiration: 12/31/18

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

RFQ - RFP Hach CL17-2  
CONTRACT PRICING THRU DEC 31, 2017

Name: Sue Mahoney  
Phone: -  
Email: smahoney@pwwc.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	6865600	STIR BAR, MICRO 4.93MM SPHERICAL	25	10.99	2%	10.77	269.25
2	5440001	CL17 Free Chlorine Process Analyzer, 0-5 mg/L, (includes one month reagent supply, installation kit, maintenance kit, sample conditioning kit, and manual)	3	3,492.00	2%	3,422.16	10,266.48
3	5418800	KIT, INSTALLATION, CL17, W/PRESS REG'S	2	486.00	2%	476.28	952.56
4	2314011	Chlorine (Free) Indicator, 473mL (used with CL17)	120	21.00	2%	20.58	2,469.60
5	5410100	Screw 6-32X .750KNRL SST THMB	10	10.89	2%	10.67	106.70
6	6868500	SI PLUG, CL17 COLORIMETER	10	8.35	2%	8.18	81.80
7	2297255	DPD Compound, Free & Total 24g	120	21.00	2%	20.58	2,469.60
8	2314111	Chlorine (free) Buffer, 473mL used with CL17	120	20.00	2%	19.60	2,352.00
9	203832	Sulfuric acid, 19.2n 100ml mdb	20	23.49	2%	23.02	460.40
10	2556900	aa Free Chlorine Reagent Set, DPD (Includes Indicator and buffer. For Rapid Liquid Method, CL17 Process Analyzer, and bulk analytical methods)	20	54.00	2%	52.92	1,058.40
11	6867000	COLORIMETER ASSY, 510NM, CL17	6	471.00	2%	461.58	2,769.48
12	5411800	PRESSURE PLATE UL94HB FLAME RATED	6	28.39	2%	27.82	166.92
13	5444301	KIT, CL17 PRE-ASSY MAINT, POST 3/00	12	231.00	2%	226.38	2,716.56
14	2263411	Chlorine Total, Indicator Sol. 473mL for CL17 Analyzer	20	21.00	2%	20.58	411.60
15	2263511	Chlorine Total Buffer Solution 473mL	20	21.00	2%	20.58	411.60
16	4735800	REGULATOR, NON-RELIEVING, PRESET	1	172.00	2%	168.56	168.56
17	4735100	Regulator, non-relieving	1	190.00	2%	186.20	186.20
						Grand Total	27,317.71

## TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FOB: Origin



Quotation Addendum

## HACH COMPANY

**Headquarters**  
P.O. Box 389  
5800 Lindbergh Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 608  
Loveland, CO 80539-0608

WebSite: [www.hach.com](http://www.hach.com)

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-888-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

**Export**  
Phone: 970-888-3050  
Fax: 970-461-3939  
Email: [intl@hach.com](mailto:intl@hach.com)

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60683

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000039

### ADVANTAGES OF WORKING WITH HACH

<b><u>Technical Support</u></b> <i>Provides post-sale instrumentation and application support</i> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at <a href="http://Hach.com">Hach.com</a>!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <a href="http://www.Hach.com">www.Hach.com</a>	<b><u>SIRR Delivery Program</u></b> <i>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</i> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <a href="http://www.Hach.com/sirr">www.Hach.com/sirr</a>	<b><u>Hach WarrantyPlus™ Upgrade</u></b> <i>Instrument Protection and Service</i> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <a href="http://www.Hach.com/warrantyplus">www.Hach.com/warrantyplus</a>
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### ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<b><u>Safe &amp; Fast Delivery</u></b> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<b><u>Save Time – Less Hassle</u></b> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used</li> </ul>	<b><u>Save Money</u></b> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>				Pricing Effective 10/3/2016		Collect <sup>4</sup>  Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface Delivery (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$52.45	\$98.97	\$71.64	\$136.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$849.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$850.00 - \$1,999.99	\$66.39	\$141.16	\$298.46	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$76.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.81	\$174.47	\$339.85	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.67
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing causing sensor failure. Must be shipped over night or 2nd day a/r during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

### SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.



11. **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable license(s).

12. **PROPRIETARY INFORMATION / PRIVACY** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork or otherwise which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy located at <http://www.hach.com/privacypolicy>.

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15. **LIMITATIONS ON USE / RELATIONSHIP OF PARTIES** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control

laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred directly or indirectly, by any person or entity, to any government official, government employee or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife, insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties; in the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, triple, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending those Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time whether or not such terms or conditions materially alter the Terms &





**2018 Hach Blanket Purchase Order: Hach Online pH Analyzer (\*\*New for 2018\*\*)**

**Requisition # 30990**

**Account Code: 00135024257050**

**Commodity Code: 490-096**

**Hach Quote Number: 100306219v1**

**2018 Estimated Amount: \$ 32,644**

**Laboratory Purpose**

- These pH meters will be used to replace the current ABB pH Analyzers that were furnished at the time of the LFWTP Plant Upgrade over 10 years ago. As the current units fail, they will be replaced with this model.
- These analyzers will be particularly useful for the remote facilities because the sensors can be calibrated in the laboratory and relocated to the field for installation, retaining the calibration information internally. This will reduce the amount of time spent out in the field as well as increase the response time for probe failures. The sensors also plug into the analyzer directly eliminating the need for electrical wiring to the circuit board.
- PVWC currently has 23 pH Meter located at the LFWTP and Remote facilities.



Be Right™

## Quotation

Quote Number: 100306219v1  
Use quote number at time of order to ensure  
that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 20-Dec-2017

Quote Expiration: 18-Feb-2018

PASSAIC VALLEY WATER COMM  
ACCTS PAYABLE  
PO BOX 230  
CLIFTON, NJ 07011

Name: Charlie Poyssick  
Phone: 973-340-4300  
Email: cpoyssick@PVWC.com

Customer Account Number : 008106  
Customer Quote Reference: NJ STATE CONTRACT # A85091

Sales Contact: Cassie Rosina Email: crosina@hach.com Phone: 908-419-8257

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	DPD1P1	pHD sc, Differential pH Digital Sensor, PEEK Body Material, Convertible Body Style, General Purpose Glass Electrode, 70 C (158 F) Maximum Temperature	1	1,028.02	1,028.02
2	7300800	ASSY, PHD & NH4D FLOW CELL	1	487.06	487.06
3	LXV404.99.00502	sc200 CONTROLLER, AC-DC, DIG, HACH	1	1,749.30	1,749.30
Grand Total				5	3,264.38

### TERMS OF SALE

Freight: Prepaid By Shipper - Agreement

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of this Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

#### ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/resumption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.



Be Right™

Quotation Addendum

## HACH COMPANY

**Headquarters**  
P.O. Box 389  
5800 Underberg Drive  
Loveland, CO 80539-0389

**Purchase Orders**  
PO Box 808  
Loveland, CO 80539-0808

WebSite: [www.hach.com](http://www.hach.com)

**U.S.A.**  
Phone: 800-227-4224  
Fax: 970-869-2932  
E-Mail: [orders@hach.com](mailto:orders@hach.com)  
[quotes@hach.com](mailto:quotes@hach.com)  
[techhelp@hach.com](mailto:techhelp@hach.com)

**Export**  
Phone: 970-869-3050  
Fax: 970-481-3939  
Email: [intl@hach.com](mailto:intl@hach.com)

**Remittance**  
2207 Collections Center Drive  
Chicago, IL 60693

**Wire Transfers**  
Bank of America  
231 S. LaSalle St.  
Chicago, IL 60604  
Account: 8765602385  
Routing (ABA): 071000038

### ADVANTAGES OF WORKING WITH HACH

<u>Technical Support</u>	<u>SIRR Delivery Program</u>	<u>Hach WarrantyPlus™ Upgrade</u>
<b>Provides post-sale instrumentation and application support</b> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: <a href="mailto:techhelp@hach.com">techhelp@hach.com</a></li> </ul> <p><a href="http://www.hach.com">www.hach.com</a></p>	<b>The Scheduled Inventory Reagent Replacement (SIRR) Program offers an uninterrupted supply of reagents</b> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <p><a href="http://www.hach.com/sirr">www.hach.com/sirr</a></p>	<b>Instrument Protection and Service</b> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <p><a href="http://www.hach.com/warrantyplus">www.hach.com/warrantyplus</a></p>

### ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<u>Safe &amp; Fast Delivery</u>	<u>Save Time – Less Hassle</u>	<u>Save Money</u>
<ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3</sup>						Collect <sup>4</sup> Handling Fee Effective 10/3/2016
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$11.99	\$29.99	\$54.99	\$44.95	\$85.45	\$7.98
\$50.00 - \$149.99	\$17.79	\$32.45	\$98.97	\$71.64	\$138.19	\$8.21
\$150.00 - \$349.99	\$30.89	\$79.43	\$161.79	\$100.23	\$195.06	\$8.72
\$350.00 - \$649.99	\$41.67	\$108.95	\$216.68	\$136.20	\$263.73	\$9.18
\$650.00 - \$949.99	\$52.77	\$114.40	\$239.39	\$141.65	\$267.00	\$9.50
\$950.00 - \$1,999.99	\$68.39	\$141.16	\$298.48	\$167.98	\$325.04	\$10.37
\$2,000.00 - \$3,999.99	\$78.27	\$151.01	\$305.84	\$173.67	\$330.31	\$11.99
\$4,000.00 - \$5,999.99	\$88.42	\$155.77	\$320.61	\$174.47	\$339.65	\$14.76
\$6,000.00 - \$7,999.99	\$104.48	\$176.56	\$355.05	\$192.45	\$371.02	\$17.22
\$8,000.00 - \$9,999.99	\$119.79	\$201.60	\$393.94	\$215.71	\$409.10	\$19.87
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value	\$30.43

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
- Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
- Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

### SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

11. **SOFTWARE** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **PROPRIETARY INFORMATION- PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy.html>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE- RELATIONSHIP OF PARTIES** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

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laws and regulations of the U.S., E.U. and any other country having proper jurisdiction and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitutes or has the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Help line portal.

17. **FORCE MAJEURE** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezes of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines, labor strikes or lockouts, riots, strife, insurrections, civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without be held deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER.** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products; or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, however caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S.; (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado; or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additions or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms &

**RESOLUTION #18-08  
PASSAIC VALLEY WATER COMMISSION**

**Resolution Authorizing a Shared Services Agreement with the  
Borough of Lodi for Fire Hydrant Testing and  
Inspection Services of the Water Distribution System**

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

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

**WHEREAS,** the Borough and PVWC are desirous of entering into a shared services agreement for fire hydrant testing and inspection services of the water distribution system and a form of agreement (the "Agreement") is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** PVWC and the Borough have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the Borough can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the Borough to provide fire hydrant testing and inspection services of the water distribution system, as set forth in the Agreement; and

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

**WHEREAS,** it is in the best interests of PVWC, its users and constituent municipalities for PVWC to enter into the Agreement;

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

1. That the Commission hereby authorizes and approves the Agreement between PVWC and the Borough of Lodi.
2. That appropriate officers 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**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

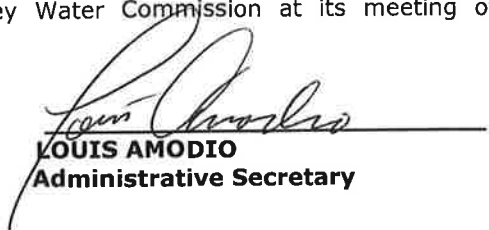
  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 January 31, 2018.

  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**  
**FORM OF SHARED SERVICES AGREEMENT**  
**WITH THE BOROUGH OF LODI FOR**  
**FIRE HYDRANT TESTING AND INSPECTION SERVICES**  
**OF THE WATER DISTRIBUTION SYSTEM**

**EXHIBIT A**

**SHARED SERVICES AGREEMENT BETWEEN PASSAIC VALLEY WATER  
COMMISSION AND THE BOROUGH OF LODI  
FOR FIRE HYDRANT TESTING AND INSPECTION SERVICE  
OF THE WATER DISTRIBUTION SYSTEM**

**THIS SHARED SERVICES AGREEMENT** (herein called the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Borough of Lodi with its principal offices located at their Municipal Building, One Memorial Drive, Lodi, New Jersey 07644 which Borough is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" (Commission and Borough are also individually referred to herein as "Party" and collectively as "Parties").

**WITNESSETH**

**WHEREAS**, the Commission operates a system of water distribution within the geographic limits of the Borough including a fire hydrant system (hereinafter the "System"), and provides water to the Customers within the Borough; and

**WHEREAS**, the Commission has determined that contracting with the Borough to provide fire hydrant testing and inspection services within the Borough's geographic boundaries is the most economical and advantageous means of implementing these services; and

**WHEREAS**, the Commission has decided to contract for the testing and inspection of the System and the Borough is willing and able to provide such services to the Commission; and

**WHEREAS**, it is the mutual desire of the Parties to enter into an agreement to provide for said services (as specified herein); and

**WHEREAS**, the Borough and the Commission have determined that public health, safety, and welfare of the Customers of the Commission and the residents of the Borough can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide said Services(as such terms are hereinafter defined) to provide fire hydrant testing and inspection services; and

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

**NOW THEREFORE**, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Borough and the



Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

#### **SECTION 101 Definitions**

The following definitions shall apply to and are used in this Agreement:

"Agreement" shall mean the agreement by and between the Borough and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which the administrative offices of the Borough or the Commission are authorized or obligated by law to be closed.

"Customers" (also referred to herein as "Commission Customers") shall mean owners of property, as identified on the tax rolls of the Borough, which are connected to the System and have the right to connect to the System.

"Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of any Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals,

partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or

- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Borough and the Borough's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

"Monthly" shall mean 12 times a year on or before the fifth Business Day of each calendar month.

"Monthly Account" shall mean a Customer of the Commission that the Commission bills for water system use on a Monthly basis

"Services" shall mean the Services to be provided by the Borough as set forth in Article II.

"Term of the Agreement" (also referred to herein as "Term") shall mean the Term of the Agreement as set forth in Article III of this Agreement.

"Water System" (Also referred to herein as "System") shall mean the Commission's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Commission in connection with the supply, transmission and/or distribution of water to users of the Water System located in the geographical boundaries of the Borough.

## **SECTION 102 Miscellaneous**

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words: "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles, Sections, and Schedules shall, unless the context specifies otherwise, refer to this Agreement.

## **ARTICLE II SCOPE OF SERVICES**

### **SECTION 201 Services**

As of the Effective Date of the Agreement, and during the Term of this Agreement, the Borough shall provide the Services as set forth herein.

- a) The Borough shall utilize whatever procedures, personnel, equipment and other resources as are necessary for the testing and inspection of all fire hydrants located in the Borough and any fire hydrants which may be hereafter installed by the Commission during the Term of the Agreement. Each hydrant shall be tested twice per year, once during the inspection cycle of each March and April and once during the inspection cycle of each September and October. The required procedures are set forth in this Article II. Such procedures are hereby approved by the Borough and by the Commission.
- b) The Borough shall designate a qualified individual to handle questions, problems and inquiries relating to the Services contemplated under this Agreement for the Commission to contact as needed.
- c) The Borough shall employ sufficient persons, to provide the Services for the Term of the Agreement, as contemplated herein.

Fire hydrant inspection and testing procedures shall be as follows:

- a) All Borough personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) Forms entitled "Hydrant Testing and Inspection Report" with instructions will be furnished by the Commission to the Borough (see Attachment A for a copy of the referenced form).

c) The Borough shall designate qualified and competent Borough personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):

- 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
- 2) Remove any foliage and/or weeds that impede access to the hydrant.
- 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed.
- 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.
- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
- 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
- 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
- 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
- 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
- 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
- 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
- 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report.

- d) Completed hydrant testing and inspection reports shall be forwarded to the Commission's customer service department via facsimile (973-340-4337) or e-mail ([hydrantrepair@pvwc.com](mailto:hydrantrepair@pvwc.com)).
- e) The Borough, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
- f) The Borough, and its employees, servants, agents, or other representatives, shall not flow hydrants. Flow information is available by contacting the Commission at (973-340-4300).
- g) During normal business hours, questions can be directed to Mr. Andy Bisesi, or his successor Supervisor-Water of the Commission's Distribution Department, at 973-340-4361.
- h) The Borough shall provide services of Borough's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the Borough is properly performing and documenting hydrant testing and inspections.

The Commission shall provide, in a timely fashion, to the Borough, any information reasonably necessary to enable the Borough to perform the Services contemplated hereby.

#### **SECTION 202 Reports**

The Borough shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the applicable form attached hereto and made a part hereof as Attachment A. The Borough shall furnish the Commission with copies of all such hydrant testing and inspection reports, (for the March and April inspection cycle) as of each May 1, and (for the September and October inspection cycle), as of each November 1.

#### **SECTION 203 Customer Inquiry Services**

The Commission shall continue to be responsible for accessing records and responding to all questions received from Customers or members of the public, regarding fire hydrant service and related matters.

### **ARTICLE III**

#### **COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT**

#### **SECTION 301 Commencement of Services**

The Borough shall provide the Services set forth in this Agreement commencing from the Effective Date of the Agreement.

**SECTION 302 Term of Agreement**

Unless terminated pursuant to Article VIII, the Term of the Agreement shall be for a period of five (5) years commencing upon the Effective Date of the Agreement.

**ARTICLE IV**

**RESPONSIBILITIES OF THE BOROUGH AND COMPENSATION**

**SECTION 401 Borough Responsibilities**

The Borough shall maintain responsibility to satisfy the requirements set forth in Article II and elsewhere herein, or which can be reasonably inferred therefrom.

**SECTION 402 Payments to the Borough**

The Borough shall invoice the Commission at the end of each inspection cycle (as defined in Section 201) for actual Services provided by the Borough pursuant to this Agreement. In consideration for the said Services, and commencing upon the Effective Date of the Agreement and continuing for the Term of the Agreement, the Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the Borough, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202.

The Commission agrees to pay the following annual fees, with partial payments to be made by the Commission to the Borough, due and payable twice per year and within thirty (30) days following the dates hydrant testing and inspection reports are submitted to the Commission as set forth in Section 202; as follows:

Lodi:

\$51,700 per year<sup>(1)</sup> which equates to \$25,850 per inspection cycle<sup>(1)</sup>

Note (1): These amounts are based on an estimate of 517 hydrants in Lodi, including 6 hydrants which are off of the 34" transmission main that runs through Garfield, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by Borough's supervisory personnel. The above unit pricing is the same as that currently offered to the Commission's Owner Cities of Paterson, Clifton, and Passaic. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the Borough to the Commission. Note that the Commission will reimburse the Borough for up to two inspections per hydrant per year. Additional inspections performed by the Borough will be at the Borough's expense.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Services rendered by the Borough under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set

forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

**ARTICLE V**  
**AFFIRMATIVE ACTION REQUIREMENTS**

**SECTION 501 Mandatory Equal Employment Opportunity Language**  
**(N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27)-Goods, Professional**  
**Services, and General Service Contracts**

During the performance of this contract, the Parties agree as follows:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

8. 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.

9. 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

10. 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.

#### **SECTION 502 Incorporation of Legal Requirements**

In the event that any contractual provisions which are required by law have been omitted, or in the event that this Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.



**ARTICLE VI**  
**INSURANCE REQUIREMENTS**

**SECTION 601 Comprehensive General Liability Insurance**

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Borough, or any subcontractor or agent or anyone directly or indirectly employed by the Borough, or any and all of the Borough's subcontractors. The policy limits for such Insurance shall be not less than \$3,000,000. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this Section through commercially available Insurance or through self-Insurance or joint Insurance pools.

**SECTION 602 Automobile Liability Insurance**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Automobile Liability Insurance, if applicable, to cover each automobile, truck, vehicle, or other equipment used in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. Each Party shall be included as additional named insured on all of the other Parties' policies. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint Insurance pools.

**SECTION 603 Workers Compensation Insurance**

During the Term of this Agreement, the Parties shall, at their own cost and expense, procure and maintain Worker's Compensation Insurance, at the Statutory Limits, indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint Insurance pools.

**SECTION 604 Right to Subrogation**

Each insurance policy required as set forth in this Article VI shall provide that neither Party, nor the Parties' insurers, shall have any rights to subrogation against the other.

**ARTICLE VII**  
**DEFAULT AND REMEDIES**

#### **SECTION 701 Default by Any Party**

Any Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the Borough within thirty (30) days after receipt of the invoice. Material obligations directly relating to the health and safety of the public or employees shall require immediate, diligent, and expeditious action by the responsible Party notwithstanding the foregoing.

#### **SECTION 702 Obligation to Perform**

Notwithstanding termination pursuant to Article VIII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The Borough shall also be subject to damages in an amount equal to the costs associated with the Commission re-procuring the Services set forth in this Agreement.

#### **SECTION 703 Non-Waiver**

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by any Party, or Parties, of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement.
2. Any payment made by the Commission to the Borough under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Borough with respect to the Services performed pursuant to this Agreement.

### **ARTICLE VIII TERMINATION**

#### **SECTION 801 Termination**

The Parties shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article VII or an Event of Force Majeure as set forth in Article IX.

### **ARTICLE IX EVENT OF FORCE MAJEURE**

#### **SECTION 901 Event of Force Majeure**

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied

upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.

2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the Borough or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

## **ARTICLE X INDEMNIFICATION**

### **SECTION 1001 Indemnification**

The Borough shall defend, indemnify and save harmless the Commission, and the Commission's officers, agents and employees and each and every one of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the officers, agents and employees of either the Commission or the Borough) resulting from any negligent act or omission or from the willful misconduct of the Borough or any of its officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

## **ARTICLE XI ASSIGNMENT AND DELEGATION**

### **SECTION 1101 Assignment and Delegation**

The Borough shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the Commission, which may be withheld for any reason.

## **ARTICLE XII MISCELLANEOUS**

### **SECTION 1201 Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. Subject to the provisions of paragraph 1202, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

#### **SECTION 1202 Arbitration**

- A. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the said claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.
- B. Notwithstanding the foregoing paragraph, the Parties agree that any breach of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

#### **SECTION 1203 Licenses, Permits and Approvals**

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that one, or both, of the Parties possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, the said Party, or Parties, as applicable, shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

#### **SECTION 1204 Authority to Enter Into Agreement**

Each party represents that it has the corporate and statutory powers and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will, or has the potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

#### **SECTION 1205 Merger Clause**

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof, and the Parties shall not be bound by any other prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

#### **SECTION 1206 Binding Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

**SECTION 1207 Modifications**

The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument duly approved and executed by each Party hereto.

**SECTION 1208 Severability**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

**SECTION 1209 Availability of Funds**

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform the said Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

**SECTION 1210 Notices**

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

**SECTION 1211 Filing of Agreement with the Division of Local Governmental Services**

A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

**ATTEST:**

[Seal]

**BOROUGH OF LODI**

By: \_\_\_\_\_

CAROLE L. D'AMICO  
Borough Administrator

By: \_\_\_\_\_

EMIL CARAFA, JR.  
Mayor

**ATTEST:**

[Seal]

**PASSAIC VALLEY WATER COMMISSION**

By: \_\_\_\_\_  
LOUIS AMODIO  
Administrative Secretary

By: \_\_\_\_\_  
GERALD FRIEND  
President

**STATE OF NEW JERSEY:**

**SS:**

**COUNTY OF PASSAIC :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared GERALD FRIEND who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, a Party named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary

**STATE OF NEW JERSEY:**

**SS:**

**COUNTY OF BERGEN :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the \_\_\_\_\_ of the Borough of Lodi, a Municipal Corporation of the State of New Jersey, a Party named in the within instrument; that \_\_\_\_\_ is the \_\_\_\_\_ of said Municipal Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Municipal Corporation; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said \_\_\_\_\_, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Municipal Corporation, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary



**PASSAIC VALLEY WATER COMMISSION**

**FORM TO BE USED BY THE BOROUGH OF LODI  
FOR HYDRANT TESTING AND INSPECTION REPORTS**

**ATTACHMENT A**



Lodi  
Hydrant Testing &  
Inspection Report

Date \_\_\_\_\_ Hydrant# \_\_\_\_\_  
Condition \_\_\_\_\_ Hydrant Type \_\_\_\_\_  
Location \_\_\_\_\_

Is the condition of the paint satisfactory? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Color of body paint? \_\_\_\_\_ Red \_\_\_\_\_ Yellow  
Color of cap paint? \_\_\_\_\_ Red \_\_\_\_\_ Yellow  
Were the weeds removed? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Does the hydrant lock? \_\_\_\_\_ Yes \_\_\_\_\_ No  
On arrival was water in the barrel? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Does the hydrant drain? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Does it drain slowly? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Quick-Disconnect Type Adapter? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Storz Connection? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Pressure Test Complete? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Static Pressure \_\_\_\_\_ PSI  
Are all caps cleaned and greased? \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Platoon: \_\_\_\_\_

Signature \_\_\_\_\_

PVWC USE

Work Order # \_\_\_\_\_ Completion Date \_\_\_\_\_

PVWC Remarks: \_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION #18-09  
PASSAIC VALLEY WATER COMMISSION  
RESOLUTION AUTHORIZING A WATER SUPPLY  
AGREEMENT FOR WATER SUPPLY TO THE  
BOROUGH OF RINGWOOD**

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

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

**WHEREAS,** PVWC and the Borough have agreed to enter into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the continued sale of water to the Borough; and

**WHEREAS,** a copy of the agreement between PVWC and the Borough (the "Agreement"), along with a copy of PVWC's memorandum dated December 21, 2017, is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS,** the term of the Agreement shall be for a period of twenty five (25) years from the said date the Agreement is fully executed, with an option to automatically extend the Agreement for an additional period, for a total contract duration of forty (40) years; and

**WHEREAS,** it is in the best interests of PVWC, its users and constituent municipalities for PVWC to enter into the Agreement;

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


1. That the Commission hereby authorizes and approves the Agreement between PVWC and the Borough of Ringwood.
2. That appropriate officers and officials of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

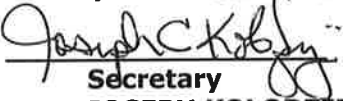
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

  
\_\_\_\_\_  
**President**  
**IDIDA RODRIGUEZ**

  
\_\_\_\_\_  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 January 31, 2018.

  
\_\_\_\_\_  
**LOUIS AMODIO**  
**Administrative Secretary**

**PASSAIC VALLEY WATER COMMISSION**

**PVWC'S MEMORANDUM  
DATED DECEMBER 21, 2017  
AND THE  
WATER SUPPLY AGREEMENT FOR WATER SUPPLY TO THE  
BOROUGH OF RINGWOOD**

**EXHIBIT A**

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

Date: December 21, 2017

To: Hon. Commissioners

From: J. Bella  
J. Duprey

cc: L. Amodio  
G. Hanley

Re: Borough of Ringwood-Water Supply Agreement

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

The Agreement sets forth the water supply committed totals, and adjusts the annual minimum purchase requirement to maintain appropriate ratios between the said annual minimum purchase requirement and the said water supply committed totals, and a copy of the agreement between PVWC and the Borough (the "Agreement") is attached hereto as Exhibit A.

The water service to be provided is set forth in Table A of Section 201 of Article II (Page A-3) of the Agreement, which stipulates the Annual Minimum Purchase Requirement (the "minimum take-or-pay" amount), the Maximum Annual Purchase Volume, the Maximum Monthly Volume, the Maximum Daily Volume, and the Maximum Instantaneous rate.

Based on PVWC's year 2017 wholesale rate of \$2,634.01 per million gallons, and the Annual Minimum Purchase Requirement of 10 MGY over the 25-year duration of the Agreement, the total equates to approximately \$658,500 (\$26,340 per year x 25 years).

The agreement also includes a provision for a contract extension for an additional 15 years (for a total duration of 40 years).

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**PASSAIC VALLEY WATER COMMISSION  
AND  
BOROUGH OF RINGWOOD  
WATER SUPPLY AGREEMENT**

**WATER SUPPLY AGREEMENT**, made this 7<sup>th</sup> day of Dec. 2017, between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 (the "Act"), and having its principal office at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Borough of Ringwood, a Municipal Corporation of the State of New Jersey, with its principal office at 60 Margaret King Avenue, Ringwood, New Jersey 07456-1796, hereinafter referred to as "Borough", (Commission and Borough are also individually referred to herein as "Party" and collectively as "Parties"):

**WITNESSETH**

**WHEREAS**, the Commission owns and operates a public water supply and distribution system; and

**WHEREAS**, the Commission has supplied the Borough with water pursuant to a written agreement, and continues to supply Borough with water to the date of this Agreement, and both Parties are desirous of continuing their water supply relationship;

**NOW THEREFORE BE IT RESOLVED THAT**, In consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the Borough and the Commission, each for itself, and its successors and assigns, if any, do mutually covenant, promise and agree as follows:

**ARTICLE I  
DEFINITIONS**

**SECTION 101. Definitions.**

The following definitions shall apply to and are used in this Agreement:

"Agreement" shall mean the agreement for this water sales contract, which supercedes any prior agreements between the Commission and the Borough, by and between the Borough and the Commission and any and all modifications, alterations, amendments and supplements thereto, which may be made by mutual agreement of the Parties.

"Annual Minimum Purchase Requirement" means the minimum total volume of water expressed in million gallons per year, which will be purchased by the Borough from the Commission during the "Service Year".

"Effective Date of the Agreement" shall mean the day and year first written above, or the date on which this Agreement has been signed and fully executed by both Parties, pursuant to their respective governing bodies due resolution, whichever is later.

"Event of Force Majeure" shall include, but not be limited to, the following acts, events or conditions or any combination thereof, provided however, that such act, event or condition shall be one that has or is reasonably expected to have a material adverse effect on the ability of either Party to wholly or partially perform its obligations under this Agreement, and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement. These shall include, but not be limited to:

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of terrorism, acts of any public enemy, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity not created or initiated by either Party; or

- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body with appropriate jurisdiction, impeding the terms and conditions of the Agreement, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing conditions shall in no case constitute an "Event of Force Majeure".

"GPM" is the abbreviation for "gallons per minute"

"Maximum Annual Purchase Volume" means the maximum total volume of water in million gallons per year which can be purchased by the Borough from the Commission during the "Service Year".

"Maximum Daily Volume" means the maximum total volume of water in million gallons per day which can be purchased by the Borough from the Commission on any given day during the "Service Year".

"Maximum Instantaneous Rate" means the maximum rate of water in gallons per minute that can be drafted by the Borough at any time during the "Service Year".

"Maximum Monthly Volume" means the maximum total volume of water in million gallons per month which can be purchased by the Borough from the Commission during the "Service Year".

"MGD" is the abbreviation for "million gallons of water per day".

"MGM" is the abbreviation for "million gallons of water per month"

"MGY" is the abbreviation for "million gallons of water per year"

"Peak Daily Demand" means the average daily demand as recorded in the peak month during the "Service Year",

"Service Year" shall mean the period commencing on the Effective Date of this Agreement of each calendar year and terminating at the beginning of the succeeding calendar year.

"Term of the Agreement" (also referred to herein as "Term") shall be as set forth in Article 2.01 herein.

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

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

"Borough's Water System" shall mean the Borough's interest in all the personality, equipment, vehicles, stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Borough in connection with the supply, transmission and/or distribution of water to users of the Borough's water distribution system located in the geographical boundaries of the Borough.



## **SECTION 102. Miscellaneous.**

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the word "include", "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The word "agree", "agreements", "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed", unless the context specifies otherwise. Any consent or approval required of one of the Parties may be given by an authorized representative of that same Party and any notice or document required to be delivered to one of the Parties shall be delivered to an authorized representative of that same Party. All references to Articles and Sections, where applicable, shall, unless the context specifies otherwise, refer to this Agreement.

## **ARTICLE II WATER SUPPLY**

### **SECTION 201. Water Service to be Provided.**

1. Unless terminated pursuant to Article VII, the Commission agrees to supply Borough, and Borough agrees to purchase water from Commission, commencing upon the Effective Date of the Agreement and continuing for a period of twenty five (25) years, with provision for renewal for an additional period as set forth in Section 2.08, commencing upon the Effective Date of the Agreement.
2. Borough guarantees the purchase of water during each Service Year in the aggregate of the Annual Minimum Purchase Requirement as set forth in Table A below. After each Service Year, Commission will determine whether Borough satisfied the Annual Minimum Purchase Requirement and, in the event that the Annual Minimum Purchase Requirement is not satisfied, the Commission shall invoice and/or deduct appropriate credits (as applicable) from the Borough for the difference between the Annual Minimum Purchase Requirement and the amount actually purchased.
3. The water to be delivered by Commission will be furnished from supplies as Commission may now or hereafter use for the general supply to its customers. Anything in this Agreement to the contrary notwithstanding, Commission shall be required to supply water only in the excess of the water needed to supply the requirements of its owner cities of Paterson, Clifton, and Passaic.

TABLE A	
Annual Minimum Purchase Requirement	10 MGY (0.027 MGD Average)
Maximum Annual Purchase Volume	30 MGY (0.082 MGD Average)
Maximum Monthly Volume	10 MGM (0.323 MGD Average)
Maximum Daily Volume	1.5 MGD
Maximum Instantaneous Rate	1,600 GPM

4. In conformance with State of New Jersey established guidelines for the supply of potable water, the Borough agrees to a limit on the purchase of potable water from the Commission during each Service Year of the Maximum Annual Purchase Volume and of the Maximum Monthly Volume, each as set forth in Table A above. Notwithstanding the aforementioned, the Borough shall not draft potable water at a rate of more than the Maximum Daily Volume set forth in Table A above in any given day, nor at an instantaneous rate of more than the Maximum Instantaneous Rate set forth in Table A above, except during Emergency Situations which shall include, but shall not be limited to, a fire, a break in a water main, a break in a storage tank, or any other similar event, occurrence or situation which prevents the Borough from taking water from the Commission, provided that the Borough notifies the Commission immediately of any such Emergency Situation and terminates such supplemental supply upon the abatement of such Emergency Situation or when the Borough's other water supply facilities are out of service for maintenance purposes. The Borough shall notify the Commission in advance of any planned outage of water supply facilities. The Borough will use its best efforts to end an Emergency Situation as expeditiously as possible. Moreover, the

Maximum Instantaneous Rate set forth herein may be increased on the request by Borough and consent thereafter by Commission.

5. If requested by the Borough, the Commission agrees to periodically review the water volume limitations listed in Table A and, if appropriate and accepted by both parties, will revise the purchase quantities through an Amendment to this Agreement.

#### **SECTION 202. Water Quality.**

The water to be furnished hereunder shall be potable water which meets the statutory and/or regulatory standards promulgated by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency, or any successor regulatory governmental agency or department. The water supplied to Borough will be delivered from Commission's filtration plant located in Totowa, New Jersey, or from such other sources or combination of sources as may be available to Commission.

#### **SECTION 203. Terms of Payment.**

Borough hereby agrees to pay the charge for water delivered by Commission which shall be at the same bulk or wholesale rate which other bulk or wholesale customers of Commission pay. Borough shall also pay all power charges incurred to pump water above Commission's normal gradient, which gradient is the normal discharge gradient of the main system at the Little Falls Plant. All bills shall be rendered monthly in arrears by Commission and shall be payable by Borough within sixty (60) days from the date the bill is rendered. In the event the Borough fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.

#### **SECTION 204. Changes in Rates.**

In the event that the bulk or wholesale rate charges by Commission to other purveyors is raised or lowered during the Term of the Agreement or any renewal period thereof, Commission agrees to sell and Borough agrees to buy and pay for water delivered at such new rate from the date any such change in rate shall become effective.

#### **SECTION 205. Interruptions in Service, Event of Force Majeure.**

The Commission agrees to exercise due care and take all reasonable and necessary steps to insure a continuous supply of water as provided herein. In the event that it becomes necessary for the Commission to temporarily discontinue service or to reduce water pressure in Commission mains because of an Event of Force Majeure as set forth in Article VI, or for the purpose of making necessary repairs, it is specifically agreed Borough or its customers shall not have any claim or demand against Commission because of such temporary discontinuances of supply or reductions of pressure.

#### **SECTION 206. Pressure Limitations, Construction of Pump Station and Pipelines.**

1. Commission shall not be obligated to furnish water pressure at its point of delivery to Borough in excess of the water pressure carried in Commission's supply mains. Should it become necessary because of the elevation of the areas to be supplied, or because of the hydraulic factors in the system of the Borough, or for any other reasons, to deliver water under a higher pressure than exists in Commission's supply mains, then and in that event, it shall be the sole obligation of the Borough to provide any additional pressure which may be required.
2. Any water supply facilities constructed by Commission or its agents at the sole expense of the Commission shall at all times be and remain the property of the Commission. All facilities constructed by Borough or its agents shall at all times be and remain the property of Borough.

#### **SECTION 207. Meter Testing.**

Commission shall, if requested by the Borough, provide Borough with copies of certified reports of test(s) on the accuracy of meter(s) if the meters have not been replaced in accordance with the Commission's 5-year replacement policy. Borough reserves the right to perform its own readings and tests on the accuracy of meter(s) at any time.

#### **SECTION 208. Renewal of Agreement.**

Unless terminated pursuant to Article VII, this Agreement shall be renewed automatically for additional term of fifteen (15) years, unless Borough serves a written notice of termination upon the Commission not less than one (1) year before the expiration date of the initial term or any additional term of this Agreement.

### **ARTICLE III AFFIRMATIVE ACTION REQUIREMENTS**

#### **SECTION 301. Affirmative Action.**

During the performance of this contract, the Parties agree as follows:

- a) The Parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Parties will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.
- b) The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c) The Parties will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Party's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Parties agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The Parties agree to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f) The Parties agree to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) Each Party agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h) In conforming with the applicable employment goals, the Parties agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

#### **SECTION 302. Incorporation of Legal Requirements.**

In the event that any contractual provisions which are required by law have been omitted, or in the event that the Agreement fails to properly incorporate the Affirmative Action Requirements of State law, then this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement.

### **ARTICLE IV INSURANCE AND BONDING REQUIREMENTS**

#### **SECTION 401. Comprehensive General Liability Insurance.**

During the Term of this Agreement, each Party, at its own cost and expense, shall provide and maintain Comprehensive General Liability Insurance on an occurrence basis, as will protect each other and their employees, subcontractors, agents and the said Parties from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the Parties or any subcontractor or agent or anyone directly or indirectly employed by the Party or its respective subcontractors. The policy limits for such insurance shall be not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The policy shall include provisions for thirty (30) day written notice to the Parties of cancellation and/or modification of coverage with respect to such policy. The Parties shall be included as additional named insured. Policy limits may be supplemented by an excess liability policy of an umbrella form. The Parties may provide for the coverage required in this section through commercially available insurance or through self-insurance or joint insurance pools.

#### **SECTION 402. Automobile Liability Insurance.**

During the Term of the Agreement, each Party, at its own cost and expense, shall procure and maintain Automobile Liability Insurance to cover each automobile, truck, vehicle, or other equipment owned or used by that Party in the performance of this Agreement. The limits of liability shall not be less than \$1,000,000 Combined Single Limit (CSL). The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall be included as additional named insureds. The parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

#### **SECTION 403. Worker's Compensation Insurance.**

During the Term of the Agreement, each Party, at its own cost and expense, shall procure and maintain Worker's Compensation Insurance, at the Statutory Limits, for indemnifying the Parties against any loss or claim arising from liabilities for injury sustained by employees, agents, or personnel of the Parties as required by law. The policy shall include provisions for thirty (30) days written notice to the Parties of any cancellation and/or modification of coverage with respect to such policy. The Parties shall also ensure that any subcontractor similarly provides Worker's Compensation Insurance for all of the latter employees. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

#### **SECTION 404. Right to Subrogation.**

Each Insurance policy required set forth in this Article IV shall provide that neither of the Parties, nor its insurer, shall have any rights to subrogation against the other.

**ARTICLE V  
DEFAULT AND REMEDIES**

**SECTION 501. Default by Either Party.**

Either Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than sixty (60) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Borough to make payments to the Commission within sixty (60) days after receipt of the invoice.

**SECTION 502. Remedies.**

In the event of a Default, the non-defaulting Party shall have the right, unless otherwise provided in this Agreement, to (i) terminate the Agreement, following written notice giving the defaulting Party ten (10) days to cure the material breach, and the defaulting Party fails to do so; (ii) seek remedy in law or equity in a court of competent jurisdiction (including the right to seek reimbursement of reasonable attorney fees); (iii) withhold any payment due as offset; and (iv) undertake any combination of the above.

**SECTION 503. Obligation to Perform.**

Notwithstanding termination pursuant to Article VII, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination.

**SECTION 504. Non-Waiver.**

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its rights at a later time to enforce same. No waiver by either Party of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant or representation of this Agreement. The terms of this Agreement may only be waived expressly in writing by the Party making the waiver. No waiver will be implied, and no express waiver will be extended by implication.
2. Any payments made, or credits applied by the Commission to reduce the Borough's monthly water consumption invoicing by the Commission under the terms of this Agreement, shall not be deemed a waiver of the Commission's rights to seek damages in the event of a Default by the Borough with respect to the Borough's performance obligations pursuant to this Agreement.

**ARTICLE VI  
EVENT OF FORCE MAJEURE**

**SECTION 601. Event of Force Majeure.**

1. If by reason of any Event of Force Majeure, either Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event of cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Either Party so affected shall use its best efforts to remove or overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure during which the initiation of the performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Borough's management or control of their water supply system would justify termination of the Agreement.

**ARTICLE VII  
TERMINATION**

**SECTION 701. Termination.**

Either Party shall have the right to terminate this Agreement during the Term of the Agreement upon ten (10) days written notice following an Event of Default as set forth in Article V.

**ARTICLE VIII  
INDEMNIFICATION**

**SECTION 801. Indemnification.**

Each Party shall defend, indemnify and save harmless the other Party, and their elected or appointed officials, officers, agents and employees and each and everyone of them against and from any and all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of any person (including liabilities for damaged property or liabilities for injury or death of the elected or appointed officials, officers, agents and employees of the indemnified Party) resulting from any negligent act or omission or from the willful misconduct of the indemnifying Party, or that Party's elected or appointed officials, officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE IX  
ASSIGNMENT AND DELEGATION**

**Section 901. Assignment and Delegation.**

Each Party shall not assign or delegate its performance obligations or any portion thereof nor any of the proceeds thereof, under this Agreement, to any person, firm, or organization except upon the prior written approval of the other Party which shall not be unreasonably withheld.

**ARTICLE X  
MISCELLANEOUS**

**SECTION 1001. Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with laws of the State of New Jersey. Subject to the provisions of Section 1002, the Parties agree that the sole venue for any action arising out of this Agreement, including any action to compel arbitration or enforce an arbitration award, shall be the appropriate division of the Superior Court of New Jersey, Passaic County.

**SECTION 1002. Arbitration.**

1. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the said claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Passaic, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association.

2. Notwithstanding the foregoing paragraph, the Parties agree that any breach of this Agreement constitutes irreparable injury for which damages are not an adequate remedy, and they consent to the enforcement of this Agreement by preliminary injunctive relief pending a final award in any arbitration proceeding.

**SECTION 1003. Licenses, Permits and Approvals.**

In the event that any goods to be purchased or services to be provided with respect to this Agreement requires that one, or both, of the Parties possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, the said Party, or Parties, as applicable, shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

**Section 1004. Authority to Enter Into Agreement.**

Each Party represents that it has the corporate and statutory powers and authorization to enter into this Agreement as its legal and binding obligation, and that there is no pending or threatened litigation by or against it that will, or has the potential to, cause a material adverse impact on that Party's performance obligations under this Agreement.

**SECTION 1005. Merger Clause.**

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with respect to the subject matter hereof; and the Parties shall not be bound by any other prior promises, representations, agreements, understandings or arrangements relative thereto being herein merged. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

**SECTION 1006. Binding Agreement.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective legal successors and assigns, if any.

**SECTION 1007. Modifications.**

The provisions of this Agreement may be amended, modified and/or supplemented from time to time by a written instrument approved by each Party hereto.

**SECTION 1008. Severability.**

The provisions of this Agreement are intended to be severable. If any term or provision hereof is declared or held to be illegal, invalid or unenforceable by a court of competent jurisdiction, for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement and this Agreement shall be continued in full force and effect as if such illegal, invalid, or unenforceable provision had not been contained herein.

**SECTION 1009. Availability of Funds.**

To the extent required by law, this Agreement is subject to the availability and appropriation annually of sufficient funds by each Party to perform that Party's duties and responsibilities as set forth in this Agreement, provided the said Party shall not unreasonably withhold such availability and appropriation annually.

**SECTION 1010. Notices.**

All notices and other communications given by either Party to the other Party shall be in writing and shall be deemed to have been given, if delivered by hand, or upon receipt, if mailed by certified mail, return receipt requested, or sent by overnight courier, and properly addressed and directed to the Party to receive same at the applicable address set forth in this Agreement. Either Party may designate a change of address, or a different person or entity to which notices shall be given, by delivery of written notice to that effect to the other Party.

**SECTION 1011. Filing of Agreement with the Division of Local Governmental Services.**

A copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for informational purposes in accordance with N.J.S.A. 40A:65-4(3)b.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly authorized and properly executed as of the day and year first written above.

**WITNESS;**

**BOROUGH OF RINGWOOD**

By: Kelley Halewicz  
KELLEY HALEWICZ  
Borough Clerk

By: Scott Heck  
SCOTT HECK, C.P.W.M.  
Borough Manager/Director DPW

**WITNESS;**

**PASSAIC VALLEY WATER COMMISSION**

By: Louis Amodio  
LOUIS AMODIO  
Administrative Secretary

By: Gerald Friend  
GERALD FRIEND  
President



**STATE OF NEW JERSEY:**

**:SS.:**

**COUNTY OF PASSAIC :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the year Two Thousand and \_\_\_\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared GERALD FRIEND who, being by me duly sworn on his/his oath, depose and made proof to my satisfaction, that he/she is the PRESIDENT of Passaic Valley Water Commission, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Commissioners of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said PRESIDENT, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at \_\_\_\_\_, New Jersey  
the date aforesaid

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Secretary

STATE OF NEW JERSEY:

:SS.:

COUNTY OF PASSAIC :

BE IT REMEMBERED, that on this 7<sup>th</sup> day of Dec, 2017, in the year Two Thousand and ~~Seventeen~~ before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Scott Heck who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the Borough Manager of the Borough of Ringwood, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that Kelley Halewick is the Borough Clerk of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Governing Body of said Public Body; that deponent well knows the corporate seal of said Public Body; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said Scott Heck, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said Public Body, in presence of deponent who thereupon subscribed his/her name thereto as witness.

Subscribed and sworn to before me,  
at Ringwood, New Jersey  
the date aforesaid

Nelson M. Lanza  
Notary Public

Kelley Halewick  
Secretary, Borough Clerk

**RESOLUTION #18-10  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-  
SHARED (COOPERATIVE) SERVICES AGREEMENT  
(18 7234 8056 RA) WITH USDA FOR  
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

**DATE OF ADOPTION: JANUARY 31, 2018**

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

Introduced by Commissioner: **FRIEND**

Seconded by Commissioner: **VANNOY**

**WHEREAS**, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated January 16, 2018, and a Shared (Cooperative) Services Agreement (USDA Agreement 18 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

**WHEREAS**, the scope of services (hereinafter "Services") of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the strength of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs (as well as maintaining a humane approach), with the Agreement to commence February 1, 2018 and continue through September 30, 2018; and

**WHEREAS**, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,518.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement; and

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

**WHEREAS**, a copy of the Director of Engineering's memorandum dated January 19, 2018, along with a copy of the Agreement and other

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

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

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

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

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

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

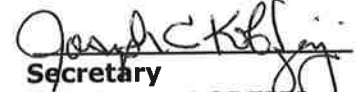
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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

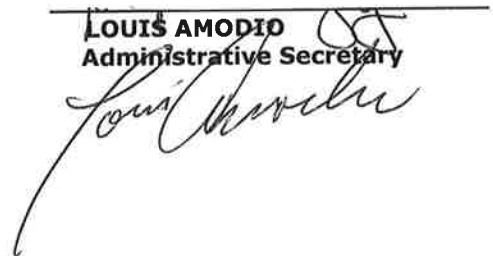
  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 January 31, 2018.

  
**LOUIS AMODIO**  
**Administrative Secretary**

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

**DIRECTOR OF ENGINEERING'S MEMORANDUM**  
**DATED JANUARY 19, 2018**

**USDA CORRESPONDENCE DATED JANUARY 16, 2018**  
**AND USDA AGREEMENT 18 7234 8056 RA**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: January 19, 2018  
To: Hon. Commissioners  
From: J. Duprey  
cc: J. Bella  
G. Hanley  
L. Amodio  
G. Lucianin  
Re: Cooperative Services Agreement with USDA for  
Canada Goose Damage Management Project

*Summary:*

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

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

If approved, the Project will commence on or about February 1, 2018 and continue through September 30, 2018 with PVWC's financial contribution to USDA to be in the amount of \$11,518.00.

*Background:*

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated January 16, 2018, and a Shared (Cooperative) Services Agreement (USDA Agreement 17 7234 8056 RA), (the "Agreement") authorizing USDA to assist PVWC in the Project.

The performance of the Agreement is intended to commence February 1, 2018 (or as soon thereafter as authorized) and continue through September 30, 2018.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,518.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement.

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

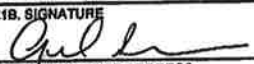
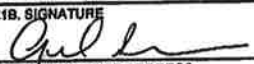
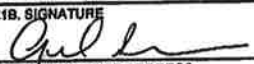
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**PASSAIC VALLEY WATER COMMISSION**  
**SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR**  
**CANADA GOOSE DAMAGE MANAGEMENT PROJECT**  
**PVWC'S FINANCIAL CERTIFICATION SHEET**  
**EXHIBIT B**



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

WORK INITIATION DOCUMENT FOR  
WILDLIFE DAMAGE MANAGEMENT

<b>SECTION 1</b>	1. WORK INITIATION DOCUMENT NUMBER	2. STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL																																																
<b>SECTION 2</b>	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input checked="" type="checkbox"/> PRIVATE PROPERTY <input type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT																																																	
<b>SECTION 3</b>	3B. ASSIGN TO THESE SPECIAL GROUPS (1) _____ (2) _____ (3) _____ (4) _____																																																	
<b>SECTION 4</b>	4. COOPERATOR NAME (last, first, MI) Passaic Valley Water Commission 5. COOPERATOR MAILING ADDRESS 800 Union Blvd, Totowa, NJ 07512 6. COMMON NAME Wendy Simone 7. COOPERATOR TELEPHONE NUMBER 973-237-2044 8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) Wendy Simone 9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER _____ 10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator) _____																																																	
<b>SECTION 5</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">11. PROPERTY / LAND CLASS INFORMATION</th> <th>12. ADJOINING PROPERTY WID NO.'s</th> <th>13. TARGETED SPECIES</th> </tr> <tr> <th>COUNTY</th> <th>PROPERTY</th> <th>LAND CLASS</th> <th>ACRES</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>A. Passaic</td> <td>Passaic Vall</td> <td>Private</td> <td>attachment</td> <td>A.</td> <td>A. Canada goose F.</td> </tr> <tr> <td>B.</td> <td></td> <td></td> <td></td> <td>B.</td> <td>B. Mute swan G.</td> </tr> <tr> <td>C.</td> <td></td> <td></td> <td></td> <td>C.</td> <td>C. Feral goose H.</td> </tr> <tr> <td>D.</td> <td></td> <td></td> <td></td> <td>D.</td> <td>D. Feral duck I.</td> </tr> <tr> <td>E.</td> <td></td> <td></td> <td></td> <td>E.</td> <td>E. Mallard duck J.</td> </tr> <tr> <td colspan="4">STATE NJ TOTAL ACRES attachment</td> <td></td> <td><input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)</td> </tr> </tbody> </table>		11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s	13. TARGETED SPECIES	COUNTY	PROPERTY	LAND CLASS	ACRES			A. Passaic	Passaic Vall	Private	attachment	A.	A. Canada goose F.	B.				B.	B. Mute swan G.	C.				C.	C. Feral goose H.	D.				D.	D. Feral duck I.	E.				E.	E. Mallard duck J.	STATE NJ TOTAL ACRES attachment					<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Addendum)
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<b>SECTION 6</b>	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in item 13 (and item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS): <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>A. Car/truck</td> <td>B. Boat</td> <td>C. Hand tools</td> </tr> <tr> <td>D. Handcaught/gathered</td> <td>E. Traps, drive</td> <td>F.</td> </tr> </table> <input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Addendum)		A. Car/truck	B. Boat	C. Hand tools	D. Handcaught/gathered	E. Traps, drive	F.																																										
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<b>SECTION 7</b>	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officials, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, item 13 (and item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.																																																	
<b>SECTION 8</b>	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, item 13 (and item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.																																																	
19. SPECIAL CONSIDERATIONS Mute swans, feral geese, and feral ducks will only be surveyed.																																																		
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**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**PASSAIC VALLEY WATER COMMISSION (PVWC)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

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

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and PVWC mutually agree:

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

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

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

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

#### ARTICLE 4

PVWC agrees:

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

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

#### **ARTICLE 5**

**APHIS WS Agrees:**

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

#### **ARTICLE 6**

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

#### **ARTICLE 7**

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

#### **ARTICLE 8**

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

#### **ARTICLE 9**

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

#### **ARTICLE 10**

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

#### **ARTICLE 11**

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

#### **ARTICLE 12**

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

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

PVWC Taxpayer Identification Number (TIN) 22-6002470

PVWC:

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

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

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

## ATTACHMENT A WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

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

### Purpose

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

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

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

#### Planned APHIS WS Activities

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

APHIS WS will conduct nest and egg management (egg addling) which inhibits reproduction to help control the local populations and associated problems. As requested by PVWC, two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season. Additional site visit(s) will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and PVWC will determine if other capture methods, such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PVWC's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PVWC summarizing Canada goose management pursuant to this Agreement no later than September 30, 2018.

#### Effective Dates

This Agreement shall become effective on February 1, 2018, and shall expire on September 30, 2018.



**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 6,233
Travel .....	\$ 1,655
Vehicle (Fuel & Maintenance) .....	\$ 721
Supplies & Equipment .....	\$ 450
 Subtotal (Direct Costs) .....	 \$ 9,059
 Pooled Job Costs .....	 \$ 996
 Indirect Costs .....	 \$ 1,463
  TOTAL .....	  \$ 11,518

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed \$11,518.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

PVWC:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**Purchase orders, if applicable, should be submitted to APHIS WS contact below.**

APHIS WS:

Lisa L. Spinelli, Budget Analyst  
USDA APHIS WS  
140C Locust Grove Road  
Pittstown, NJ 08867-4049  
Phone: (908) 735-5654 Ext. 10  
Fax: (908) 735-0821  
Email: [Lisa.L.Spinelli@aphis.usda.gov](mailto:Lisa.L.Spinelli@aphis.usda.gov)

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

## OFFICE OF THE COMPTROLLER

### CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) from February 1, 2018 – September 30, 2018

Amount of Project or Contract: \$ 11,518.00

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

Specific Appropriation to which expenditures will be charged: Budget 2018

Other comments: Eight (8) Month Contract Commencing: February 2018

Date of Certification: 01/18/2018 Certified: \$ 11,518.00

  
\_\_\_\_\_  
**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YW:gbl

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**RESOLUTION 18-11**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**REGARDING UNACCEPTABLE RISKS DUE TO ONGOING DELAYS**  
**IN THE LEVINE WATER STORAGE IMPROVEMENT PROJECT AND**  
**PVWC'S RESPONSIBILITY TO ITS CONSUMERS TO**  
**PROTECT PUBLIC HEALTH AND SAFETY**  
**DATE OF ADOPTION: JANUARY 31, 2018**

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**, the Administrative Consent Order ("ACO") that Passaic Valley Water Commission ("PVWC") entered into with the New Jersey Department of Environmental Protection (NJDEP)'s Northern Bureau of Water Compliance and Enforcement (and which, including its subsequent amendment, remain in full force and effect) requires PVWC to comply with Federal mandates to address PVWC's open finished drinking water reservoirs; and

**WHEREAS**, in the 2016 regulatory review of the LT2 Law, it was reaffirmed that this regulation was proper and will not be amended in any way that would relax those requirements; and

**WHEREAS**, monitoring has repeatedly found elevated lead levels and microbiological contaminants in homes served by PVWC's open finished drinking water reservoirs; and

**WHEREAS**, due to unreasonable and excessive delays in the regulatory review process, PVWC has not yet been able to take the steps necessary to properly reduce the risk of lead and other contaminants in the drinking water until the projects to address these open finished drinking water reservoirs have been completed; and

**WHEREAS**, elimination of open finished drinking water reservoirs is the standard of the water industry, and has been for good reason, even long before regulatory requirements existed, to eliminate them and, regardless of the status of regulatory requirements, the health and safety of PVWC's consumers is, and remains, PVWC's primary responsibility; and

**WHEREAS,** of the over 750 open finished water reservoirs that existed in 1975, only about 10 remain, three of which are owned by PVWC, and, until these open finished drinking water reservoirs are properly addressed, PVWC's consumers will continue to be exposed to unacceptable microbiological risks, security risks, and in delays in the full implementation of PVWC's corrosion protection facilities to reduce the risk of lead and other contaminants in the drinking water of PVWC's consumers' homes and schools; and

**WHEREAS,** a copy of a memorandum dated December 18, 2017 from PVWC's executive Director and Director of Engineering pertaining to the above is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** for reasons set forth hereinabove, the Commission hereby reaffirms its full commitment under the ACO and its previous directive to the Executive Director and the Director of Engineering to continue forward with all aspects of the water storage improvement projects;

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

1. The Executive Director and the Director of Engineering are hereby authorized and directed to immediately formally notify the appropriate regulatory agencies that PVWC stands ready to proceed with all aspects of the water storage improvement projects and that PVWC will not accept any responsibility for further delays.
2. The Executive Director and the Director of Engineering are hereby further authorized and directed, along with other appropriate Commission staff, (and the General Counsel, as to form and legality), to evaluate the impacts of withdrawing from the NJEIT funding process, and corresponding Section 106 review process, and to identify other potential funding mechanisms. Specific recommendations regarding alternate funding options, if any, will be submitted to the Commission for consideration at some future date.

3. The Executive Director and the Director of Engineering are hereby also further authorized and directed to continue forward in accordance with the ACO with respect to all necessary aspects of the water storage improvement projects; in accordance with this Resolution and any and all submissions provided in connection therewith, as set forth hereinabove.

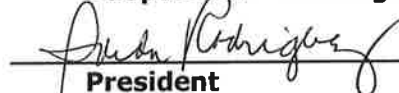
4. The Administrative Secretary of PVWC is directed to post copies of this resolution and referenced memorandum on PVWC's website and in PVWC's newspapers as appropriate, and to forward copies of this Resolution to the appropriate regulatory agencies.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

**Adopted at a meeting of Passaic Valley Water Commission.**

  
**President**  
**IDIDA RODRIGUEZ**

  
**Secretary**  
**JOSEPH KOLODZIEJ**

**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 January 31, 2018.

  
**LOUIS AMODIO**  
**Administrative Secretary**

**UNACCEPTABLE RISKS DUE TO ONGOING DELAYS  
IN THE LEVINE WATER STORAGE IMPROVEMENT PROJECT AND  
PVWC'S RESPONSIBILITY TO ITS CONSUMERS TO  
PROTECT PUBLIC HEALTH AND SAFETY**

**PVWC's EXECUTIVE DIRECTOR'S AND DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED DECEMBER 18, 2017**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: December 18, 2017

To: Hon. Commissioners

From: J. Bella & J. Duprey

c: G. Hanley  
L. Amodio

Re: Unacceptable Risks due to Ongoing Delays in PVWC's Levine Water Storage Improvement Project and our Shared Responsibility to our Consumers to Protect Public Health and Public Safety

We are sure you share our concerns regarding the excessive delays that severely impede our shared responsibilities to protect public health and public safety and that you will agree that, regardless of the status of regulatory requirements, the health and safety of our consumers is, and remains, our primary responsibility.

The Second Amended Administrative Consent Order (AACO) that Passaic Valley Water Commission ("PVWC") entered into with the New Jersey Department of Environmental Protection (NJDEP)'s Northern Bureau of Water Compliance and Enforcement (and which remains in full force and effect) requires PVWC to comply with Federal mandates to address PVWC's open finished drinking water reservoirs.

As expressed to the Special Projects Committee on June 8, 2017 and on many previous occasions, we believe that the open finished water reservoirs should be promptly and properly brought into compliance with the said regulations. This is true regardless of the unlikely prospect of any change in regulatory requirements that would somehow relax compliance with the AACO which requires PVWC to comply with Federal mandates to address PVWC's open finished water storage reservoirs. In the 2016 regulatory review of the LT2 Law, it was reaffirmed that this regulation was proper and will not be amended in any way that would relax those requirements.

As you know, monitoring has repeatedly found elevated lead levels and microbiological contaminants in homes served by our open finished drinking water reservoirs and yet we cannot take the steps necessary to reduce the risk of lead and other contaminants in the drinking water until these projects have been completed. Meanwhile, there are continuing efforts to stall and delay our work, which only serves to create greater risk to consumers.

Elimination of open finished drinking water reservoirs is the standard of the water industry, and has been for good reason, even long before regulatory requirements existed to eliminate them. Of the over 750 open finished water reservoirs that existed in 1975, only about 10 remain, three of which are owned by PVWC. It is obvious that, until PVWC's open finished drinking water reservoirs are properly addressed, our consumers will continue to be exposed to unacceptable microbiological risks, security risks, and delays in the full implementation of PVWC's corrosion protection facilities to reduce the risk of lead and other contaminants in the drinking water of our consumers' homes and schools.

As deeply concerned drinking water professionals and managers, we have prepared a PVWC resolution that reaffirms the Commission's full commitment under the AACO and previous directive to continue forward with all aspects of the water storage improvement projects. In addition, the resolution will direct us to immediately formally notify the appropriate regulatory agencies that PVWC stands ready to proceed with all aspects of the water storage improvement projects and that PVWC will not accept any responsibility for further delays caused by the lack of assistance or cooperation.

It is recommended that the above-referenced PVWC resolution (and the herein memorandum attached thereto and made a part thereof) be submitted to the Commission for consideration and formal approval at PVWC's January 31, 2018 Commission Meeting.

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