

confirm that there are no utilities at that depth ("Pre-Installation Testing"). The Pre-Installation Testing, the installation of the Pipeline across the Easement Area and the installation of the New Wells. And the periodic sampling of the New Wells and the Existing Wells shall collectively be referred to as the "Environmental Work."

5. Owner shall provide PVWC with at least five (5) days prior notice of the Pre-Installation Testing and the installation of the Pipeline. PVWC shall have the right to observe and reasonably comment on the Pre-Installation Testing and the Pipeline installation activities. Provided that PVWC's comments relate to the protection and safety of the PVWC's Equipment, Owner's Representatives shall consider and, where appropriate, implement any suggested PVWC modifications.

6. PVWC reserves the right to accompany (and/or have its designated representatives accompany) Owner and/or Owner's Representative during the conduct of authorized activities at the Property. Upon request by PVWC, Owner shall cooperate and shall cause Owner's Representatives to cooperate with PVWC to facilitate obtaining split samples of any ground water samples taken from the Easement Area, which PVWC shall have the right to analyze at its own cost and expense.

7. All contractors performing any portion of the Environmental Work shall be required to maintain insurance as follows:

- a. Workers' Compensation Insurance as required by applicable law;
- b. Contractor's Pollution Liability with a limit of Two Million Dollars (\$2,000,000.00) per incident and in the aggregate;
- c. Comprehensive General Liability Insurance with a limit of Three Million Dollars (\$3,000,000.00) per incident and in the aggregate; and
- d. Automobile Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per incident and in the aggregate.

8. Owner will provide PVWC with copies of insurance certificates of Owner's Representatives, in a form satisfactory to PVWC, evidencing the insurance coverage required in Paragraph 7. prior to performing the Environmental Work. The insurance certificates for the comprehensive general liability and contractor's pollution liability insurance shall name PVWC as an additional insured by means of an endorsement to the policy. Comprehensive general liability and contractor's pollution liability insurance shall be primary without right of contribution of any other insurance carried by PVWC.

9. (a) Owner ("Indemnifying Party") shall indemnify, defend and hold harmless PVWC ("Indemnified Party") from and against any and all loss, costs, liability and expense (including reasonable attorneys' fees) arising out of any deaths, personal injury and/or property damage or any claims thereof, to the extent such death, personal injury and/or property damage or claim is caused by Owners' Representatives' negligence, willful misconduct or breach of this

Agreement in connection with Owner's or Owner's Representatives' performance of the Environmental Work in the Easement Area ("*Owner's Indemnification*").

(b) Upon receipt by PVWC of notice of claim, action or proceeding by a third party, if a claim is to be made with regard thereto, PVWC shall give written notice (the "Notice") to Owner within three (3) business days thereafter specifying, in detail, the basis for the claim. Failure by PVWC to give the notice as and when required herein shall not affect to the right of PVWC to indemnification hereunder except to the extent Owner can demonstrate actual prejudice caused by such failure.

(c) The Indemnifying Party shall have the right, at its election, to settle, compromise or defend, by its own counsel and at its own expense, any claim, action or proceeding brought by a third party. If the Indemnifying Party advises the Indemnified Party that it will not contest such claim, action or proceeding or shall fail to give written notice to the Indemnified Party within fourteen (14) business days after receipt of any Notice of its election to settle, compromise or defend such claim, action or proceeding, then the Indemnified Party may, at its option, defend such claim, action or proceeding at the cost of the Indemnifying Party unless and until the Indemnifying Party gives notice to the Indemnified Party of its election to do so; provided, however, that in such case the Indemnified Party shall provide the Indemnifying Party with such information concerning such claim, action or proceeding as the Indemnifying Party may reasonably request from time to time and may not settle such claim, action or proceeding without the Indemnifying Party's written consent.

(d) The Indemnified Party shall cooperate fully with the Indemnifying Party and its counsel in the settlement or compromise of or the defense against such claim, action or proceeding, and shall furnish to the Indemnifying Party all information available to the Indemnifying Party which relates to such claim, action or proceeding. If the Indemnifying Party elects to defend any such claim, action or proceeding, then the Indemnified Party shall be entitled to participate in such defense with counsel of its choice and at the Indemnifying Party's sole cost and expense.

(e) In the event of an indemnification payment being made as provided for herein, the Indemnifying Party shall be subrogated to all rights of the Indemnified Party with respect to all matters relating to the Notice which was given.

(f) Owner's liability pursuant to its obligations to defend and indemnify PVWC shall not be limited by the amount of any insurance proceeds that Owner or Owner's Representatives recover from any insurance coverage maintained pursuant to this Agreement and, without limitation, shall extend to occurrences for which insurance is not required by this Agreement.

(g) The indemnity contained in this Paragraph 10. shall survive the expiration or earlier termination of this Agreement.

10. W&C agrees that the work it and/or its subcontractors perform on the Property including, without limitation, the Environmental Work and any of W&C's other work performed on the Easement Area is within the scope of the Master Contract. W&C further agrees that all provisions of the Master Contract shall continue to apply to all work performed on the Property

by W&C and/or its subcontractors including its obligations to indemnify Owner pursuant to the terms of the Master Contract.

11. Owner shall be considered the “operator,” “owner” and “generator” of all wastes generated at the Easement Area during the course of conducting the activities authorized by this Agreement and shall, at its sole cost and expense, be responsible for promptly disposing of any wastes generated in connection with said activities and shall, upon request, provide PVWC with evidence of the lawful and proper disposal of any such wastes.

12. The New and Existing Wells shall be deemed the exclusive property of Owner and Owner shall be solely responsible for the security, damage, repair, maintenance, and closure of said wells.

13. (a) The Parties acknowledge that, in the event PVWC shall conduct repairs, maintenance, alterations and/or replacement of the PVC Equipment in the Easement Area (“Future PVWC Work”), that the Future PVWC Work shall be deemed a linear construction project and shall be governed by the Linear Construction Technical Guidance dated January 2019, as amended (“LC Guidance”).

(b) Owner shall be responsible for promptly reimbursing PVWC for all reasonable incremental costs that PVWC incurs above and beyond the costs that PVWC would otherwise have had to incur for the Future PVWC Work if it were not for the existence of soil and groundwater contamination in the Easement Area and/or Owner’s engineering and institutional controls and associated remedial action permits (“RAP”) (including any RAP amendments that may be necessitated by the Future PVWC work) impacting the Easement Area. Those incremental costs shall include, but are not necessarily limited to: (1) cost related to retaining OSHA 40-hour trained personnel as compared to hiring non-trained personnel; (2) sampling and laboratory analytical costs and expenses; (3) costs and expenses of PVWC retaining an LSRP; (4) costs to remove, transport and dispose of contaminated soils that cannot be re-used as backfill; (5) cost to import clean backfill required to replace contaminated soils that cannot be re-used as backfill; (6) the incremental cost increase related to the treatment, transportation and/or disposal of contaminated fluids as compared to handling non-contaminated fluids from dewatering; (7) all other costs and expenses reasonably related to the implementation of the LC Guidance in the Easement Area (“PPG Trench Reimbursable Expenses”).

(c) Owner’s reimbursement obligations contained in this Paragraph 13. shall survive the expiration or earlier termination of this Agreement.

14. Nothing contained herein shall constitute a waiver, release or limitation upon PVWC’s exercise of any of its rights and remedies with respect to any claims PVWC may have now or in the future against Owner based upon the environmental condition of the Easement Area, all of which are expressly reserved by PVWC hereby.

15. All notices, other communications, and consents required or permitted under this Access Agreement must be in writing, and shall be deemed duly given or made at the time and on the date when received by e-mail transmittal of pdf files or similar electronic means or when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally

recognized overnight delivery service) to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

IF TO PVWC: Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011
Attn: George T. Hanley, Esq.
Email: cvozzella@pvwc.com

COPY TO: DeCotiis Fitzpatrick Cole & Giblin, LLP
Glenpointe Centre West
500 Frank Burr Boulevard
Teaneck, New Jersey 07666
Attn: Michael DiFazio, II, Esq.
Email: mdifazio@decotiislaw.com

IF TO OWNER: Henkel US Operations Corp.
c/o Henkel Corporation
One Henkel Way
Rocky Hill, CT 06067
Attn: Deborah A. Vennos, Esq.
Email: Deborah.vennos@henkel.com

COPY TO: BSI EHS Services and Solutions
1187 Main Avenue, #2B
Clifton, New Jersey 07011
Attn: Nancy van Dyke
Email: nancy.vandyke@bsigroup.com

and

Day Pitney LLP
One Jefferson Road
Parsippany, New Jersey 07054
Attention: Colleen R. Donovan, Esq.
Email: cdonovan@daypitney.com

IF TO W&C: Woodard & Curran Engineering, P.A.
50 Millstone Road
East Windsor, NJ 08520
Attn: Michael Battistelli
Email: mbattistelli@woodardcurran.com

Any notice delivered by electronic (e-mail) delivery or facsimile in accordance with this section shall be deemed to have been duly given upon receipt of confirmed e-mail delivery or facsimile transmission (if sent Monday through Friday during business hours, or the next Business Day if sent after business hours).

16. Owner's Representatives shall undertake the activities authorized by this Agreement in a safe and workmanlike manner, in accordance with all applicable laws, regulations and highest professional industry standards, and so as not to impact PVWC's use and enjoyment of the Easement Area in a commercially unreasonable manner.

17. Concurrently with Owner's receipt of the same, Owner shall deliver to PVWC all final reports, laboratory results and data prepared with respect to the groundwater monitoring activities authorized by this Agreement.

18. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed and legally delivered by signing and sending a counterpart via PDF to the other party or its legal counsel, without the necessity of exchanging originally executed counterparts.

19. Owner shall not have the right, power or authority to assign any of its rights or obligations hereunder without the prior written consent of PVWC, which shall not be unreasonably withheld.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

21. The provisions of this Agreement shall inure to the benefit of and be binding upon Owner, PVWC and W&C and their respective successors and assigns.

22. The provisions of this Agreement may not be modified or amended in any respect unless such modification is reduced to writing and signed by Owner, PVWC and W&C.

23. Except as otherwise provided, this Agreement shall terminate upon Owner's notice to PVWC that all Environmental Work has been completed.

The undersigned represent that they are duly authorized to legally bind their respective business organizations to the terms of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed to be effective as of the day and year first above written.

OWNER:

HENKEL US OPERATIONS CORP.

By: _____
Name:
Title:

By: _____
Name:
Title:

PVWC:

Passaic Valley Water Commission

By: _____
Name:
Title:

W&C:

Woodard & Curran Engineering, P.A.

By: _____
Name:
Title:

EXHIBIT A



State of New Jersey
Department of Environmental Protection
Division of Land Use Regulation
Application Form for Permit(s)/Authorization(s)
 501 E. State Street Mail Code 501-02A P.O. Box 420
 Trenton, NJ 08625-0420
 Phone #: (609) 777-0454 Web: www.nj.gov/dep/landuse



Please print legibly or type the following: Complete all sections and pages unless otherwise noted. Is this project a NJDOT Priority 1 Repair Project? Yes No
 Is this project a NJDOT Priority 2 Repair Project? Yes No

1. Applicant Name: The DieI Corporation C/O Henkel US Operations Corporation E-Mail: robert.mcnamee@henkel.com
 Address: One Henkel Way Daytime Phone: 850-571-5229 Ext. _____
 City/State: Rocky Hill, CT Zip Code 06067 Cell Phone: _____

2. Agent Name: Mr. Matthew D. Smith E-Mail: msmith@woodardcurran.com
 Firm Name: Woodard & Curran Daytime Phone: (609) 436-5393 Ext. _____
 Address: 50 Milstone Road | Building 500 | Suite 201 Zip Code 08520 Cell Phone: _____
 City/State: East Windsor, NJ

3. Property Owner: Same as Applicant E-mail: _____
 Address: _____ Daytime Phone: _____ Ext. _____
 City/State: _____ Zip Code _____ Cell Phone: _____

4. Project Name: 2 Wood Street Site Address/Location: 2 Wood Street
 Municipality: Paterson, NJ County: Passaic Zip Code 07524
 Block(s): 1801 Lot(s): 4.01
 N.A.D. 1983 State Plane Coordinates (feet) E (x): 584553.65 N(y): 784226.85 Not Longitude/Latitude
 Watershed: 02030103120 Subwatershed: 02030103120110
 Nearest Waterway: Passaic River

5. Project Description: The project entails the continued environmental remediation of soil and ground water at the Site. Specifically, this Application for FHA Individual
Minor Permit Modification is to provide the Department with an updated design and layout for the remaining ground water remediation
components of the project.

Provide if applicable: Previous LUR File # (s): 1608-10-0001.2 Waiver request ID # (s): _____

A. SIGNATURE OF APPLICANT (required):

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment. If the applicant is an organization such as a corporation, municipal entity, home-owners association etc., the party responsible for the application shall sign on behalf of the organization.

Robert McNamee
 Signature of Applicant
10-1-2019
 Date
 Robert McNamee / VP, Associate General
 Print Name

 Signature of Applicant

 Date

 Print Name

B. PROPERTY OWNER'S CERTIFICATION

I hereby certify that the undersigned is the owner of the property upon which the proposed work is to be done. This endorsement is certification that the owner/lessee holder grants permission for the conduct of the proposed activity. In addition, written consent is hereby given to allow access to the site by representatives or agents of the Department for the purpose of conducting a site inspection(s) or survey(s) of the property in question.

In addition, the undersigned property owner hereby certifies:

1. Whether any work is to be done within an easement? Yes X No
(If answer is "Yes" - Signature/Title of responsible party is required below)
2. Whether any part of the entire project will be located within property belonging to the State of New Jersey? Yes No X
3. Whether any work is to be done on any property owned by any public agency that would be encumbered by Green Acres? Yes No X
4. Whether this project requires a Section 106 (National Register of Historic Places) Determination as part of a federal approval? Yes No X

Signature of Owner - Hentel US Operations Corporation _____
 Date _____
 Print Name _____

Signature of Owner/Easement Holder - Passaic Valley Water Commission _____
 Date _____
 Print Name/Title _____

C. APPLICANT'S AGENT

I, Robert McNamee, the Applicant/Owner and _____, co-Applicant/Owner authorize to act as my agent/representative in all matters pertaining to my application the following person:

Matthew D. Smith
 Name of Agent
Environmental Scientist - Woodard & Curran
 Occupation/Profession of Agent

Robert C McNamee
 Signature of Applicant/Owner

 Signature of co-Applicant/Owner

AGENT'S CERTIFICATION:

I agree to serve as agent for the above-referenced applicant:

Matthew D. Smith
 Signature of Agent

Woodard & Curran
 Name of Firm

D. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, SURVEYOR'S OR ENGINEER'S REPORT

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Russel Hodgehl
 Signature
Russel Hodgehl, PE
 Print Name
Professional Engineer | Woodard & Curran
 Position & Name of Firm
GED50058 9/23/19
 Professional License # Date

E. STATEMENT OF PREPARER OF APPLICATION, REPORTS AND/OR SUPPORTING DOCUMENTS (other than engineering)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining and preparing the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

Matthew D. Smith
 Signature
Matthew D. Smith
 Print Name
Environmental Scientist | Woodard & Curran
 Position & Name of Firm
 _____ 9/23/19
 Professional License # Date
 (if applicable)



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #20-4

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: JANUARY 15, 2020

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: VAN RENSALIER 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, Law: other matters as may be discussed in camera.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: VANNOY Time: 10:25 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 5 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include FRIEND, G., VANNOY, R., LEVINE, J., SANCHEZ, R., VAN RENSALIER, R., COTTON, E., and KOLODZIEJ, J.

Adopted at a meeting of Passaic Valley Water Commission.

Signature of Joseph C. Kolodziej, President

Signature of Paul Buer, Secretary

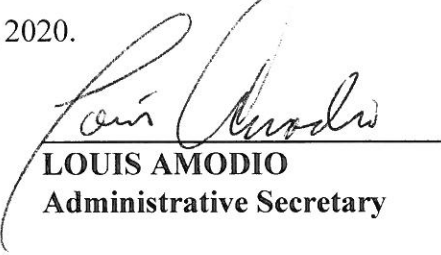
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 15, 2020.



LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #20-5

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 15, 2020

INTRODUCED BY COMMISSIONER: SANCHEZ

SECOND BY COMMISSIONER: COTTON

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

On the SECOND WEDNESDAY of every month, or as otherwise scheduled; and

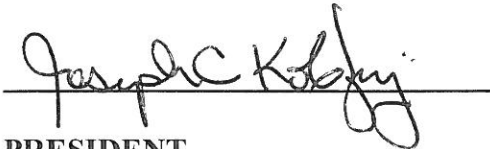
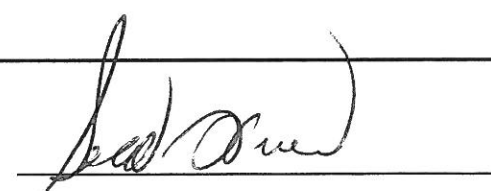
BE IT RESOLVED, The public meetings will commence at 9:30 am;

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
FRIEND, GERALD	<u>X</u>			
VANNOY, ROBERT				<u>X</u>
LEVINE, JEFFERY	<u>X</u>			
SANCHEZ, RIGO	<u>X</u>			
VAN RANSALIER, RONALD	<u>X</u>			
COTTON, EWARD	<u>X</u>			
KOLODZIEK, JOSEPH	<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 15, 2020.



LOUIS AMODIO
Administrative Secretary

RESOLUTION #20- 06

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
Adopted: January 15, 2020

INTRODUCED BY COMMISSIONER BANCHEZ _____;

SECOND BY COMMISSIONER COTTON _____;

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
Investors Bank	Sterling National Bank
First Commerce Bank	Bank of America
Peapack-Gladstone Bank	Santander Bank
Valley National Bank	

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:

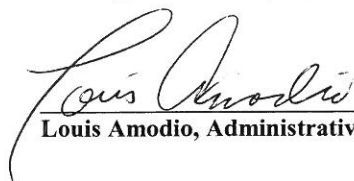
Hon. Gerald G. Friend	Hon. Joe Kolodziej
Hon. Jeff Levine	Hon. Edward Cotton
Hon. Rigo Sanchez	Hon. Ron Van Rensalier
Hon. Robert Vannoy	

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 RESOLVED ADOPTED, that this resolution shall become effective immediately upon approval by this Commission.

Governing Body	Recorded Vote		
Member:	Aye	Nay	Absent
Friend, Gerald	X		
Vannoy, Robert			X
Levine, Jeffrey	X		
Kolodziej, Joe	X		
Van Rensalier, Ron	X		
Cotton, Edward	X		
Sanchez, Rigo	X		

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 15, 2020.



Louis Amodio, Administrative Secretary

RESOLUTION #20- 07
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: JANUARY 15, 2020

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

Introduced by Commissioner SANCHEZ _____;

Seconded by Commissioner COTTON _____.

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

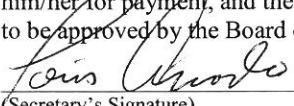
WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

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)

1/15/2020

(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Friend, Gerald	X			
Vannoy, Robert				X
Levine, Jeffrey	X			
Kolodziej, Joe	X			
Van Rensalier, Ron	X			
Cotton, Edward	X			
Sanchez, Rigo	X			

RESOLUTION #20 - 08

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: JANUARY 15, 2020

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

Introduced by Commissioner SANCHEZ;

Seconded by Commissioner COTTON.

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:

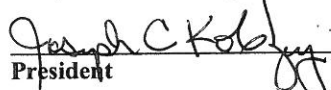
That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies and entities outlined in LFN 2017-24 which have (A) a final maturity date that is not longer than 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-" (or equivalent) 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 of PVWC funds be invested at any time in any one note or bond.


Record of Commission vote on final passage:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Friend, Gerald	X			
Vannoy, Robert				X
Levine, Jeffrey	X			
Kolodziej, Joe	X			
Van Rensalier, Ron	X			
Cotton, Edward	X			
Sanchez, Rigo	X			

Adopted at a meeting of Passaic Valley Water Commission:



President



Secretary

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

**RESOLUTION # 20-9
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-
SHARED (COOPERATIVE) SERVICES AGREEMENT
(20 7234 8056 RA) WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

DATE OF ADOPTION: JANUARY 15, 2020

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: **SANCHEZ**

Seconded by Commissioner: **COTTON**

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 December 18, 2019, and a Shared (Cooperative) Services Agreement (USDA Agreement 20 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 (while maintaining a humane approach), with the Agreement to commence February 1, 2020 and continue through September 30, 2020; 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 \$11,733.00 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 3, 2020, 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

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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	___	___	___
VANNOY, R.	___	___	___	<u> X </u>
LEVINE, J.	<u> X </u>	___	___	___
KOLODZIEJ, J.	<u> X </u>	___	___	___
VAN RENSALIER, R.	<u> X </u>	___	___	___
RODRIGUEZ, I.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JOSEPH KOLODZIEJ

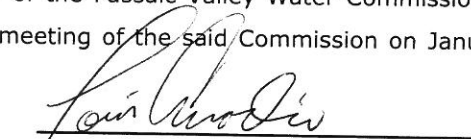


Secretary
GERALD FRIEND

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 thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on January 15, 2020.



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 3, 2020

USDA CORRESPONDENCE DATED DECEMBER 18, 2019
AND USDA AGREEMENT 20 7234 8056 RA

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 3, 2020
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 USDA 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, 2020 and continue through September 30, 2020 with PVWC's financial contribution to USDA to be in the amount of \$11,733.00.

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 December 18, 2019, and a Shared (Cooperative) Services Agreement (USDA Agreement 20 7234 8056 RA), (the "Agreement") authorizing USDA to assist PVWC in the Project.

The performance of the Agreement is intended to commence February 1, 2020 (or as soon thereafter as authorized) and continue through September 30, 2020.

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 \$11,733.00 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.

Duprey, Jim

From: Simone, Wendy
Sent: Thursday, December 19, 2019 10:08 AM
To: Amodio, Louis
Cc: Duprey, Jim
Subject: FW: PVWC Canada goose management agreement for 2020 attached
Attachments: PVWC NE and CE CSA Long FY20.pdf; PVWC Form 12A FY20.pdf

Louie,
Could you please have these documents signed and returned. They need 3 copies.
Thanks wendy

From: Simnor, April L - APHIS [mailto:april.l.simnor@usda.gov]
Sent: Wednesday, December 18, 2019 12:38 PM
To: Simone, Wendy <WSIMONE@PVWC.com>
Subject: PVWC Canada goose management agreement for 2020 attached

Hi Wendy,

Just scrambling around before everyone disappears for the holidays. We are emailing Agreements to our cooperators to get them out before the holidays. Attached are two documents for your review: 1. Cooperative Service Agreement (CSA) and 2. Form 12A (2 pages) which grants USDA written permission to be on property.

Please print out four copies of the attached CSA and one copy of the Form 12A. Kindly sign and date all four copies of the CSA as well as the one copy of the Form 12A (all must be original signatures). A Tax Identification Number must be provided on the CSA's signature page in order for this Agreement to be executed. Lastly, please complete the financial contact information on the last page of the CSA.

Return four signed copies of the CSA and one signed copy of the Form 12A by February 1, 2020 (to the following address:

USDA APHIS Wildlife Services
Attn: April Simnor
350 Corporate Blvd.
Robbinsville, NJ 08691

A fully executed Agreement with original signatures will be returned to you. Let me know if you would prefer me to mail you hard copies of the Agreement as I have in the past. If you have any questions, feel free to contact me at (908) 256-4417. Happy Holidays to you and your family!

Cheers,
April

April Simnor
Wildlife Biologist
USDA-APHIS-Wildlife Services
350 Corporate Blvd
Robbinsville, NJ 08691
Email: April.L.Simnor@usda.gov
Office: (609) 259 5254

Cell: (908) 256 4417
Fax: (609) 259 5241

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COOPERATIVE SERVICE AGREEMENT
between
PASSAIC VALLEY WATER COMMISSION (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services 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.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. 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 on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Joseph A. Bella as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;
Joseph A. Bella, Executive Director
800 Union Boulevard, Totowa, NJ 07512-2211
973-237-2044
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. 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.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.