



**PASSAIC VALLEY WATER COMMISSION**

RESOLUTION #20-120

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 9, 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: 10:12 a.m.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<b>FRIEND, G.</b>	<u>X</u>	---	---	---
<b>VANNOY, R.</b>	<u>X</u>	---	---	---
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>VAN RENSALIER, R.</b>	<u>X</u>	---	---	---
<b>COTTON, R.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, J.</b>	<u>X</u>	---	---	---

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

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Secretary



## PASSAIC VALLEY WATER COMMISSION

**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 September 9, 2020.

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

**RESOLUTION 20-121  
PASSAIC VALLEY WATER COMMISSION  
RESOLUTION AUTHORIZING A MUTUAL AID  
AGREEMENT WITH SUEZ WATER NEW JERSEY**

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: VANNOY

Seconded by Commissioner: SANCHEZ

**WHEREAS**, Passaic Valley Water Commission ("PVWC") and Suez Water New Jersey ("Suez Water") are parties to a certain Emergency Interconnection Agreement (the "Agreement") executed on October 18, 1995, and emergency water has been provided via an interconnection at Terhune Avenue, Wood Ridge, New Jersey; and

**WHEREAS**, the Agreement was amended by a certain First Amendment dated August 27, 2001 and two interconnections were added on Garibaldi Avenue, Lodi/Hackensack border and Oak Grove Avenue in the vicinity of Union Street at the Lodi/Hasbrouck Heights border pursuant to the First Amendment, and an inactive interconnection located at Monroe Street, west of Grove Street, Lodi New Jersey was also reactivated pursuant to the First Amendment; and

**WHEREAS**, in 2006, the Parties established a new interconnection located adjacent to the Route 17 Southbound ramp and Essex Street in Lodi, New Jersey, whereby Suez Water provides emergency water to PVWC for use within the Borough of Lodi; and

**WHEREAS**, PVWC and Suez Water recognize the benefits of continuing to supply water from either system to the other to address scheduled operational needs and emergencies; and

**WHEREAS**, PVWC and Suez Water each own and operate public water supply and distribution systems and are mutually desirous of maintaining a water supply relationship pursuant to a written agreement; and

**WHEREAS**, PVWC and Suez Water wish to restate and supersede all prior water supply agreements; and

**WHEREAS**, copies of PVWC's Executive Director's and Director of Engineering's memorandum dated August 5, 2020, and a form of Mutual Aid Agreement including Attachment A entitled "Interconnections" referenced therein and attached thereto (the "Mutual Aid Agreement") i between PVWC and Suez Water, are attached hereto and made a part hereof as Exhibit "A"); and

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

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

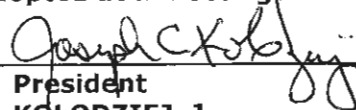
1. That the Mutual Aid Agreement is hereby authorized and approved.
2. That appropriate officers of PVWC are hereby authorized to execute the Mutual Aid Agreement; and implement the terms of the same in accordance with the Resolution and the submissions provided in connection therewith, all as set forth 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>COTTON, R</b>	<u>X</u>	___	___	___
<b>FRIEND, G.</b>	<u>X</u>	___	___	___
<b>VANNOY, R.</b>	<u>X</u>	___	___	___
<b>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___
<b>VAN RENSA LIER, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___

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

  
President  
**KOLODZIEJ, J.**

  
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 September 9, 2020.

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

**PASSAIC VALLEY WATER COMMISSION  
EXECUTIVE DIRECTOR'S AND DIRECTOR OF  
ENGINEERING'S MEMORANDUM  
DATED AUGUST 5, 2020**

**MUTUAL AID AGREEMENT  
WITH SUEZ WATER AND  
REFERENCED ATTACHMENT**

**EXHIBIT A**

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

Date: August 5, 2020

To: Hon. Commissioners

From: J. Bella & J. Duprey

C: G. Hanley  
L. Amodio

Subject: Proposed Mutual Aid Agreement with  
Suez Water New Jersey, Inc. ("Suez Water")

Passaic Valley Water Commission ("PVWC") and Suez Water are parties to a certain Emergency Interconnection Agreement (the "Agreement") executed on October 18, 1995, and emergency water has been provided via an interconnection at Terhune Avenue, Wood Ridge, New Jersey.

The Agreement was amended by a certain First Amendment and two interconnections were added on Garibaldi Avenue, Lodi/Hackensack border and Oak Grove Avenue in the vicinity of Union Street at the Lodi/Hasbrouck Heights border pursuant to the First Amendment, and an inactive interconnection located at Monroe Street, west of Grove Street, Lodi New Jersey was also reactivated pursuant to the said First Amendment dated August 27, 2001.

In 2006, the Parties established a new interconnection located adjacent to the Route 17 Southbound ramp and Essex Street in Lodi, New Jersey, whereby Suez Water provides emergency water to PVWC for use within the Borough of Lodi.

PVWC and Suez Water recognize the benefits of continuing to supply water from either system to the other to address scheduled operational needs and emergencies.

PVWC and Suez Water each own and operate public water supply and distribution systems and are mutually desirous of maintaining a water supply relationship pursuant to a written agreement, and PVWC and Suez Water wish to restate and supersede all prior water supply agreements. Attached hereto in Exhibit A is a copy of a form of the Mutual Aid Agreement (the "Mutual Aid Agreement") including Attachment "A" entitled "Interconnections".

The term of the Mutual Aid Agreement shall be for a period of five (5) years, commencing upon the Effective Date of the Agreement. Unless either Party services a notice of termination on the other Party at least one (1) year before the end of the Term of the Agreement or any renewal thereof, the Mutual Aid Agreement will renew for an additional five (5) years.

It is recommended that, subject to review and approval by the Law Department, the Commission approve the Mutual Aid Agreement, for reasons set forth hereinabove.

**PASSAIC VALLEY WATER COMMISSION  
AND  
SUEZ WATER NEW JERSEY  
MUTUAL AID AGREEMENT**

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 SUEZ Water New Jersey a private utility corporation formerly known as United Water New Jersey with a principal office at 461 From Road, Suite 400, Paramus, New Jersey 07652 hereinafter referred to as "SUEZ Water", (Commission and SUEZ Water are also individually referred to herein as "Party" and collectively as "Parties"):

**WITNESSETH**

**WHEREAS**, the Commission and SUEZ Water are parties to a certain Emergency Interconnection Agreement (the "Agreement") executed on October 18, 1995; and

**WHEREAS**, emergency water has been provided via an interconnection at Terhune Avenue, Wood Ridge, New Jersey; and

**WHEREAS**, the Agreement was amended by a certain First Amendment dated August 27, 2001; and

**WHEREAS**, two interconnections were added on Garibaldi Avenue, Lodi/Hackensack border and Oak Grove Avenue in the vicinity of Union Street at the Lodi/Hasbrouck Heights border pursuant to the First Amendment; and

**WHEREAS**, an inactive interconnection located at Monroe Street, west of Grove Street, Lodi NJ was also reactivated pursuant to the First Amendment dated August 27, 2001; and

**WHEREAS**, in 2006, the parties established a new interconnection located adjacent to the Route 17 Southbound ramp and Essex Street in Lodi, New Jersey, whereby SUEZ Water provides emergency water to the Commission for use within the Borough of Lodi; and

**WHEREAS**, the Commission and SUEZ Water recognize the benefits of continuing to supply water from either system to the other to address scheduled operational needs and emergencies; and

**WHEREAS**, the Commission and SUEZ Water each own and operate public water supply and distribution systems and are mutually desirous of maintaining a water supply relationship pursuant to a written agreement; and

**WHEREAS**, the Commission and SUEZ Water wish to restate and supersede all prior water supply agreements;

**NOW THEREFORE BE IT RESOLVED THAT**, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, SUEZ Water 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 supply contract, which supersedes any prior water supply, emergency or sales agreements between the Commission and SUEZ Water, by and between SUEZ Water and the Commission and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"Drought Emergency" shall constitute the conditions of Drought Watch, Drought Warning and Water Emergency as defined by the State of New Jersey through its Department of Environmental Protection.



"Drought Warning" represents a non-emergency phase of managing available water supplies during the developing stages of a drought that is more severe than a Drought Watch but less severe than a Water Emergency. During a Drought Warning, the Department of Environmental Protection may order the transfer of water from one Water System to another.

"Drought Watch" as defined by the New Jersey Department of Environmental Protection is an administrative designation made by the Department when drought or other factors begin to adversely affect water supply conditions. A Drought Watch indicates that conditions are dry but not yet significantly so.

"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, whichever is later.

"Emergency Situation" shall mean a sudden, unanticipated event that requires SUEZ Water to take water from the Commission or that requires the Commission to take water from SUEZ Water as a result of an equipment failure, main break, storage tank rupture, conflagration, or other similar event within its Water System. An Emergency Situation shall not include a Planned Equipment Outage. A Drought Emergency declared by the State pursuant to law shall not constitute an Emergency Situation.

"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; or
- 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."

"Planned Equipment Outages" shall mean the pre-planned, temporary removal from service of components of the SUEZ Water's or the Commission's Water System, including but not limited to intakes, pumping equipment, treatment systems, transmission mains and distribution system components, and other scheduled maintenance activities where advanced notice of a minimum of sixty (60) days has been provided by the Commission to SUEZ Water or by SUEZ Water to the Commission. Said notice will estimate the planned commencement, duration and termination of any such outage that will require the either the Commission to take water from SUEZ Water or SUEZ Water to take water from the Commission to maintain safe, adequate and proper service to their respective Water Customers.

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

"Water Emergency" is a condition declared by the Governor of the State of New Jersey under which water use restrictions of varying degree are imposed.

"Water System" shall mean Party'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 each Party in connection with the supply, transmission and/or distribution of water to users of Party's Water System.

#### **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. In the event of an Emergency Situation in the Commission Water System or in the SUEZ Water System, the Parties agree to furnish each other with a water supply for the duration of the Emergency Situation. The Party experiencing the Emergency Situation shall notify the other Party immediately of an Emergency Situation, use its best efforts to bring the Emergency Situation to a close, and notify the other Party immediately upon termination of the Emergency Situation. Each Party will use commercially reasonable efforts to satisfy the other Party's need for water during an Emergency Situation but makes no guarantee or warrantee that water will be available at the time of the Emergency Situation. The amount of water available to either Party will be that amount determined by the supplying Party in its sole and absolute discretion.
2. SUEZ Water agrees to cooperate with the Commission and the Commission agrees to cooperate with SUEZ Water to efficiently manage Planned Equipment Outages that may arise from time to time. During a Planned Equipment Outage, the Commission and SUEZ Water retain, in their sole and absolute discretion, the authority to agree to provide supplies of water or to otherwise limit the amount of water available to the receiving water system for Planned Equipment Outages.
3. The Parties agree to cooperate with one another and the State of New Jersey to efficiently manage Drought Emergencies. If required by the State of New Jersey, the Parties will affect the transfer of water, as mutually agreed among themselves and with the State of New Jersey, from one system to the other to mitigate Drought Emergencies.
4. Discretionary transfers of water may be made under this agreement when one Party wishes to purchase water from the other for any reason and the supplying party agrees in its sole and absolute discretion to supply the volume at flow rates and for the duration agreed to by the Parties.
5. The parties have heretofore transferred water between their systems for the purposes enumerated in Sections 201.1 through 201.4 of this Agreement. The volumes so transferred between the Parties' water systems have been recorded and a running balance of the net transfers has been maintained by the Parties. This practice has been referred to as "water banking." As of the signing of this Agreement, the net balance transferred to SUEZ Water is 712.721 million gallons (the "Prior Net Balance"). This amount is due to be returned by SUEZ Water to the Commission under the terms of a

prior agreement between the Parties. The Parties agree to hold this volume of water for the future use of the Commission in connection with planned capital improvement projects in the Commission system.

**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. Specific attention will be given to lead solubility and corrosion control. Water that complies with statutory and/or regulatory standards but can reasonably be expected to adversely impact lead solubility or corrosion control within the receiving system shall not be transferred. The water supplied to SUEZ Water 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. The water supplied to the Commission will be delivered from SUEZ Water's filtration plant located in Oradell, New Jersey, or from such other sources or combination of sources as may be available to SUEZ Water.

**SECTION 203. Terms of Payment.**

1. It is the desire of the Parties to continue the "water banking" arrangement of recording the volume so transferred under Section 201.1 and Section 201.2 and to return an equal volume to the supplying Party in lieu of a cash payment for the volume of water transferred. The "water banking" arrangement will be applied to transfers made for the purposes enumerated in Section 201.1 and Section 201.2 from and after the effective date of this Agreement. To the extent that water so banked can be returned by the receiving Party to the supplying Party within three hundred sixty-five (365) days of the conclusion of the transfer, there will be no charge for the volume transferred and returned. However, unless the Parties agree to an extension in writing and if for any reason, the full volume transferred under Section 201.1 and Section 201.2 cannot be returned within said three hundred sixty-five (365) days of the conclusion of the transfer, the volume not returned will be billed by the supplying Party and the receiving Party will pay for the un-returned volume as follows:
  - a. SUEZ Water hereby agrees to pay the charge for water delivered by Commission and not returned at the same bulk or wholesale rate which other bulk or wholesale customers of Commission pay. SUEZ Water shall also pay all power charges for the volume not returned and 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 at the conclusion of the three hundred sixty-five (365) day return period at rates in effect at that time the bill is rendered and shall be payable by SUEZ Water within one hundred twenty (120) days from the date the bill is rendered. In the event SUEZ Water fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.
  - b. The Commission will pay SUEZ Water for the volume of water taken by the Commission and not returned during the three hundred sixty-five (365) day return period at the Non-Exempt rate for Service to Other Water Supply Systems on Rate Schedule No. 3 or any successor applicable tariff rate approved by the New Jersey Board of Public Utilities. All bills shall be rendered monthly in arrears by SUEZ Water at the conclusion of the three hundred sixty-five (365) day return period at rates in effect at that time the bill is rendered and shall be payable by the Commission within one hundred twenty (120) days from the date the bill is rendered. In the event the Commission fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.
  - c. To the extent that the receiving Party is unable to return the volume banked because of water quality issues, including but not limited to the lead solubility and corrosion control issue noted in Section 203 of this Agreement, the volume not returned will be paid for in accordance with Section 203.1.a. or Section 203.1.b., as applicable.
2. The Parties have heretofore transferred water between their systems for the purposes enumerated in Section 201.3 and Section 201.4 of this Agreement. It is the desire of the Parties to make such transfers when necessary and to pay for the water so transferred contemporaneously with the transfers as follows:
  - a. SUEZ Water hereby agrees to pay the charge for water delivered by Commission at the same bulk or wholesale rate which other bulk or wholesale customers of Commission pay. SUEZ Water shall also pay all power charges for the volume taken and 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 SUEZ Water within one hundred twenty (120) days from the date the bill is rendered. In the event SUEZ Water fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.

- b. The Commission will pay SUEZ Water for the volume of water taken by the Commission at the Non-Exempt rate for Service to Other Water Supply Systems on Rate Schedule No. 3 or any successor applicable tariff rate approved by the New Jersey Board of Public Utilities. All bills shall be rendered monthly in arrears by SUEZ Water and shall be payable by the Commission within one hundred twenty (120) days from the date the bill is rendered. In the event the Commission fails to render payments when due, then an interest rate of 1% per month shall be due and payable on all unpaid balances.
3. The Prior Net Balance defined in Section 201.5 will be maintained by the Parties for the future benefit of the Commission as it undertakes a planned major capital improvement. The Parties will coordinate the Commission's need for the Prior Net Balance, the schedule of the capital improvement and a schedule under which the volume of water may be returned. To the extent that the Commission requires more water than the Prior Net Balance, the additional water will be provided under the terms of Section 201.2 and Section 203.1. In the event that the Prior Net Balance is not fully utilized by the Commission, the Parties will agree to a payment arrangement for the surviving volume of the Prior Net Balance not returned to the Commission. Any transfers of the Prior Net Balance to the Commission must comply with the provisions of Section 202, Water Quality.

#### **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 SUEZ Water agrees to buy and pay for water in accordance with Section 203 at such new rate from the date any such change in rate shall become effective. In the event that the New Jersey Board of Public Utilities authorizes a change in the rate for Service to Other Water Supply Systems on Rate Schedule No. 3 or any successor applicable tariff rate, the Commission agrees to buy and pay for water in accordance with Section 203 at such new rate from the date any such change in rate becomes effective.

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

The Parties agrees to exercise due care and take all reasonable and necessary steps to ensure a continuous supply of water as provided herein. In the event that it becomes necessary for either Party to temporarily discontinue service or to reduce water pressure 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 that either Party or its customers shall not have any claim or demand against the other Party because of such temporary discontinuances of supply or reductions of pressure.

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

1. The Parties shall not be obligated to furnish water pressure at its points of delivery in excess of the water pressure carried in the supplying Party'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 receiving Party's Water System, or for any other reasons, to deliver water under a higher pressure than exists in the supplying Party's supply mains, then and in that event, it shall be the sole obligation of the receiving Party 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 SUEZ Water or its agents shall at all times be and remain the property of SUEZ Water.

#### **SECTION 207. Meters and Meter Testing.**

All points of interconnection will be metered. Points of interconnection existing as of the effective date of this Agreement are listed in Exhibit A to this agreement. The ownership of the meter at each point of interconnection is so indicated on Exhibit A. The owner of each meter shall, if requested by the other Party, provide the requesting Party with copies of certified reports of test(s) on the accuracy of meter(s) commencing on the Effective Date of the Agreement, and once each Service Year thereafter until termination of this Agreement,

or any renewal terms hereof. Each Party reserves the right to perform its own readings and tests on the accuracy of meter(s) at any time.

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

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

During the Term of the Agreement, each Party shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Each Party shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. Each Party shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the said Party setting forth the provisions of this nondiscrimination clause.

1. Each Party shall, where applicable, 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, sex, affectional or sexual orientation.
2. Each Party shall, where applicable, 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 said Party advising the labor union or worker's representative of the said Party's commitments under the law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. Each Party shall comply with the regulations promulgated by the State Treasurer pursuant to P.L. 1975, c.127, as such regulations were in effect on October 1, 1998 and to any other regulations promulgated by the State of New Jersey during the Term of this Agreement and the Americans With Disabilities Act.
4. Each Party shall attempt in good faith to employ minority and female workers consistent with the applicable employment goals prescribed by N.J.A.C. 17:27-5.2, or later revisions thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmation Action Office pursuant to N.J.A.C. 17:27-5.2, or later revision thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
5. Each Party shall inform in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. Each Party shall revise its testing procedures, if necessary, to assure that all personnel 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 Federal law and applicable federal court decisions.
7. Each Party shall review all procedures related to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

#### **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. 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 either Party to make payments to the other Party 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 either Party to reduce the unreturned volume of water banked under this Agreement shall not be deemed a waiver of the supplying Party's rights to seek damages in the event of a Default by the receiving Party with respect to the receiving Party'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 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 or SUEZ Water's management and control of its respective Water 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 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 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. Except as otherwise provided in Section 1002 below (Arbitration), the Parties hereby consent to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or, as appropriate, the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

**SECTION 1002. Arbitration.**

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. If the claim, controversy or dispute concerns a termination of the Agreement based upon an event of default or otherwise, the termination shall be automatically stayed pending completion of the arbitration proceedings, including any appeal of the decision and award rendered by the arbitration panel. Enforcement of the right to arbitrate pursuant to this provision and the enforcement and review of any arbitration award shall be governed by the New Jersey Arbitration Act, N.J.S.A. 2A:23B-1 et seq.

**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, other than those expressly set forth herein. 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. Term and Renewal.**

Term of the Agreement" (also referred to herein as "Term") shall be for a period of five (5) years, commencing upon the Effective Date of the Agreement. Unless either Party serves a notice of termination on the other Party at least one year before the end of the Term of this Agreement or any renewal thereof, this Agreement will renew for an additional five (5) years.

**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;**

**SUEZ WATER NEW JERSEY**

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

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

Administrative Assistant

Vice President & General Manager  
(Authorized Officer)

**WITNESS;**

**PASSAIC VALLEY WATER COMMISSION**

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

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

LOUIS AMODIO  
Administrative Secretary

JOSEPH KOLODZIEJ  
President

**EXHIBIT A  
INTERCONNECTIONS**

<b>Location</b>	<b>Meter ID</b>	<b>Type</b>	<b>Size (Inches)</b>	<b>Owner</b>
Lawrence Ave at Oak Grove Ave, Lodi, NJ	70025959	Neptune HPT	6	PVWC
411 Garibaldi Avenue, Lodi, NJ	70025902	Neptune HPT	6	PVWC
Monroe Street at Grove Street, Lodi, NJ	70025976	Neptune HPT	6	PVWC
Terhune Avenue Pump Station, Wood Ridge, NJ	Sparling Model- K7682	Electromagnetic	20	SUEZ
Rt 17 & Essex St, Lodi, NJ	8828009	Neptune HPT	8	SUEZ

**STATE OF NEW JERSEY:**

**:SS.:**

**COUNTY OF PASSAIC :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JOSEPH KOLODZIEJ 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, named in the within instrument; that JOSEPH KOLODZIEJ is the President 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 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

**STATE OF NEW JERSEY:**

**:SS.:**

**COUNTY OF BERGEN :**

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 \_\_\_\_\_ is the Vice President and General Manager (an authorized officer) of SUEZ Water New Jersey a private utility corporation of the State of New Jersey 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 Directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was hereto affixed and said Instrument signed and delivered by said Vice President and General Manager, as for his/her voluntary act and deed, and as and for the voluntary act and deed of said 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

**RESOLUTION: 20-122**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**TO ENTER INTO AN ADMINISTRATIVE**  
**CONSENT ORDER (ACO) WITH EPA WITH REGARD**  
**TO THE SAFE DRINKING WATER ACT (SDWA)**

**DATE OF ADOPTION: SEPTEMBER 9, 2020**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: SANCHEZ

**WHEREAS**, Passaic Valley Water Commission ("PVWC") owns and operates a community water system and is subject to the requirements of Part B of the SDWA, 42 U.S.C. §300g et seq., and its implementing regulations; and

**WHEREAS**, Section 1433(a)(3)(A) of the SDWA required PVWC to conduct a Risk and Resiliency Assessment (RRA) of its system and to submit its certification to the EPA Administrator that PVWC has conducted its RRA on or before March 31, 2020; and

**WHEREAS**, Section 1433(b) of the SDWA required PVWC to prepare or revise an Emergency Response Plan (ERP) that incorporates the findings of the RRA on or before September 30, 2020; and

**WHEREAS**, because PVWC did not complete the required RRA and certification within EPA's stipulated time frame, and because PVWC will not be able to complete the required ERP that incorporates the findings of the RRA (and submit the required certification to EPA) within EPA's stipulated time frame, EPA has agreed to enter into an Administrative Consent Order (ACO) with PVWC with negotiated deadlines for completion of these requirements; and

**WHEREAS**, the ACO requires, among other things, that PVWC complete the RRA and submit the certification within one hundred and eighty (180) days of the Effective Date of the ACO and PVWC has agreed to comply with same; and

**WHEREAS,** the ACO also requires, among other things, that PVWC complete the ERP and submit the certification within three hundred and sixty (360) days of the Effective Date of the ACO and PVWC has agreed to comply with same; and

**WHEREAS,** PVWC and EPA have agreed to enter into an Administrative Consent Order (ACO) to complete the RRA within the required time frames and to submit the certification of compliance, and a copy of the ACO dated September 1, 2020 (the "ACO") is attached hereto and made a part hereof and included in Exhibit B referenced below; and

**WHEREAS,** the Executive Director and the Director of Engineering, and the General Counsel (as to form and legality), have reviewed the ACO and recommend that the Commission authorize and approve entering into the ACO and a memorandum from the Executive Director and Director of Engineering dated September 1, 2020 is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS,** copies of the ACO issued by EPA and included as Exhibit B, along with this Resolution, are on file in the office of the Administrative Secretary and available for inspection;

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

1. That PVWC hereby authorizes and approves entering into the ACO with EPA with regard to the Safe Drinking Water Act (SDWA); and
2. That the appropriate officers of PVWC, on behalf of PVWC, are hereby authorized and directed to execute the ACO and the Secretary of PVWC to attest to the ACO, and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intention of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this

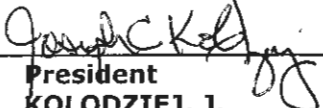
Resolution and ACO shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>COTTON, R</b>	<u>X</u>	___	___	___
<b>FRIEND, G.</b>	<u>X</u>	___	___	___
<b>VANNOY, R.</b>	<u>X</u>	___	___	___
<b>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___
<b>VAN RENSA LIER, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___

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

  
\_\_\_\_\_  
**President**  
**KOLODZIEJ, J.**

  
\_\_\_\_\_  
**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 September 9, 2020.

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

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
TO ENTER INTO AN ADMINISTRATIVE  
CONSENT ORDER (ACO) WITH EPA WITH REGARD  
TO THE SAFE DRINKING WATER ACT (SDWA)**

**EXECUTIVE DIRECTOR AND DIRECTOR OF ENGINEERING'S  
MEMORANDUM DATED SEPTEMBER 1, 2020**

**EXHIBIT A**



**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: September 1, 2020

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley  
L. Amodio

Re: Administrative Consent Order (ACO) with EPA with Regard to the Safe Drinking Water Act (SDWA)

Attached is a copy of the ACO (issued by EPA September 1, 2020) with regard to the Safe Drinking Water Act (SDWA) that was previously distributed to the Commission.

Passaic Valley Water Commission ("PVWC") owns and operates a community water system and is subject to the requirements of Part B of the SDWA, 42 U.S.C. §300g et seq., and its implementing regulations.

Section 1433(a)(3)(A) of the SDWA required PVWC to conduct a Risk and Resiliency Assessment (RRA) of its system and to submit its certification to the EPA Administrator that PVWC has conducted its RRA on or before March 31, 2020.

Section 1433(b) of the SDWA required PVWC to prepare or revise an Emergency Response Plan (ERP) that incorporates the findings of the RRA on or before September 30, 2020.

Because PVWC did not complete the required RRA and certification within EPA's stipulated time frame, and because PVWC will not be able to complete the required ERP that incorporates the findings of the RRA (and submit the required certification to EPA) within EPA's stipulated time frame, EPA has agreed to enter into an Administrative Consent Order (ACO) with PVWC with negotiated deadlines for completion of these requirements.

The ACO requires, among other things, that PVWC complete the RRA and submit the certification within one hundred and eighty (180) days of the Effective Date of the ACO and PVWC has agreed to comply with same.

The ACO also requires, among other things, that PVWC complete the ERP and submit the certification within three hundred and sixty (360) days of the Effective Date of the ACO and PVWC has agreed to comply with same.

PVWC and EPA have agreed to enter into an Administrative Consent Order (ACO) to complete the RRA within the required time frames and to submit the certification of compliance, and a copy of the ACO dated September 1, 2020 (the "ACO") is attached hereto and included in Exhibit B.

It is recommended that, subject to review and approval by the Law Department, the Commission authorize and approve entering into the ACO with EPA with regard to the Safe Drinking Water Act (SDWA).

**PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
TO ENTER INTO AN ADMINISTRATIVE  
CONSENT ORDER (ACO) WITH EPA WITH REGARD  
TO THE SAFE DRINKING WATER ACT (SDWA)**

**ACO DATED SEPTEMBER 1, 2020**

**EXHIBIT B**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II  
290 BROADWAY  
NEW YORK, NY 10007-1866**

**IN THE MATTER OF:**

Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, New Jersey 07011

PWS ID. No. NJ1605002

Respondent.

Proceedings pursuant to Section 1414(g) of  
the Safe Drinking Water Act, 42 U.S.C.  
Section 300g-3(g)

**ADMINISTRATIVE ORDER  
ON CONSENT**

Docket No.  
SDWA-02-2020-8022

**I. STATUTORY AUTHORITY**

The following FINDINGS are made and ORDER issued under the authority vested in the Administrator of the United States Environmental Protection Agency ("USEPA") by Section 1414(g) of the Safe Drinking Water Act ("SDWA"), 42 U.S.C. Section 300g-3(g) ("the Act"), and duly delegated to the Director of the Enforcement and Compliance Assurance Division of Region 2.

**II. INTRODUCTION**

1. This Administrative Order on Consent ("ORDER" or "AOC") is issued upon consent of Passaic Valley Water Commission (hereinafter "Respondent").
2. The USEPA alleges that Respondent failed to fully comply with the Act, and regulations promulgated pursuant thereto.
3. Respondent agrees not to contest the USEPA's jurisdiction or authority to enter into or enforce this ORDER. Respondent also agrees not to contest the validity of any terms and conditions of this ORDER in any administrative or judicial action to enforce, or in any administrative or judicial action arising from, this ORDER and specifically waives any such defenses.

**III. FINDINGS**

4. Passaic Valley Water Commission (hereinafter "Respondent") owns and/or operates the Passaic Valley Water Commission "public water system," located in Clifton, New Jersey, within the meaning of Section 1401(4) of the SDWA, 42 U.S.C. §300f(4), and 40 C.F.R. §141.2.
5. Respondent is a "supplier of water" within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. §300f(5), and 40 C.F.R. §141.2.

6. Respondent is a “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12) and is subject to an Administrative Order issued under Section 1414(g)(1) of the SDWA, 42 U.S.C. §300g-3(g)(1).
7. The Respondent's public water system provides piped water for human consumption and regularly serves at least 15 service connections and/or a population of at least 25 individuals, and is therefore a “community water system” as defined by Section 1401(15) of the SDWA, 42 U.S.C. §300f(15), and 40 C.F.R. §141.2. Respondent is therefore, subject to the requirements of Part B of the SDWA, 42 U.S.C. §300g et seq., and its implementing regulations.
8. On October 23, 2018, the SDWA was amended in accordance with the America’s Water Infrastructure Act (AWIA) of 2018 (Public Law 115-270).
9. The New Jersey Department of Environmental Protection (“NJDEP”) administers the Public Water Supply Supervision Program in New Jersey pursuant to Section 1413 of the SDWA. The approval of primary enforcement responsibility from EPA to NJDEP was effective as of July 13, 1979. NJDEP is the primacy agency, as that term is defined in 40 C.F.R. §142.2. However, the AWIA is a regulation for which EPA retains primary enforcement authority as per Section 1433 of the SDWA.
10. Section 1433(a) of the SDWA requires community water systems (CWSs) serving more than 3,300 persons to conduct a Risk and Resilience Assessment (RRA) of its system, including:
  - a. an assessment of the risk to the system from malevolent acts and natural hazards;
  - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems);
  - c. the monitoring practices of the system; the use, storage, or handling of various chemicals by the system; and
  - d. the operation and maintenance of the system.
11. Section 1433(a)(3)(A) of the SDWA requires CWSs serving 100,000 or more persons to submit its certification to the EPA Administrator that it has conducted its RRA on or before March 31, 2020. For instructions on how to submit your RRA certification, visit EPA’s website by clicking [here](https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans). (<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>).
12. Section 1433(b) of the SDWA requires CWS serving 100,000 or more persons to prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. Therefore, Respondent’s deadline for submitting certification to the EPA Administrator that the ERP has been completed and/or revised is September 30, 2020.
13. Respondent serves a population of over 100,000 people.

14. Based on information available to EPA, the Respondent has failed to certify that it has conducted the RRA, as specified in Section 1433(a)(3)(A) of the SDWA, 42 U.S.C. §300i-2, for the Passaic Valley Water Commission Water System, in violation of Section 1433(a), an “applicable requirement” of the SDWA.
15. On August 11, 2020, Respondent informed EPA that the RRA had not been completed and therefore would not be able to comply with the subsequent requirement to revise its ERP by the September 30, 2020, deadline.
16. EPA is issuing this Administrative Order to address the violations enumerated above and to place the Respondent on an enforceable schedule to comply with the requirements of Section 1433 of the SDWA.

#### **IV. ORDER**

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, EPA hereby ORDERS:

17. Within one hundred eighty (180) days of the Effective Date of this Order, Respondent shall submit its certification for the completion of its RRA, as required by Section 1433(a) of the SDWA, to the EPA Administrator. For instructions on how to submit the RRA certification, visit EPA’s website by clicking [here](https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans). (<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>).
18. Within one hundred eighty (180) days of the Effective Date of this Order, Respondent shall provide written confirmation to EPA, that the requirements of paragraph 17 have been met and that the Respondent is in compliance with Section 1433(a) of the SDWA and the Order. Do not submit the RRA to the below address, only the above referenced confirmation shall be submitted electronically via email to:  

Nicole Foley Kraft, Chief  
Safe Drinking Water Act Compliance Section  
U.S. Environmental Protection Agency  
[kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov)  
(212) 637-3093
19. Within three hundred sixty (360) days of the Effective Date of this Order, Respondent shall submit its certification for the completion of its ERP, as required by Section 1433(b) of the SDWA, to the EPA Administrator. For instructions on how to submit the ERP certification, visit EPA’s website. (<https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>).
20. Within one three hundred sixty (360) days of the Effective Date of this Order, Respondent shall provide written confirmation to EPA, that the requirements of the paragraph 19 have been met and that the Respondent is in compliance with Section 1433(b) of the SDWA and the Order. Do not submit the ERP to the below address, only the above referenced confirmation shall be submitted electronically via email to:

Nicole Foley Kraft, Chief  
Safe Drinking Water Act Compliance Section  
U.S. Environmental Protection Agency  
[kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov)  
(212) 637-3093

## **V. GENERAL PROVISIONS**

21. All notices, reports, or other submissions by Respondent shall contain the following certification:  
  
“I certify, under penalty of law, that the information contained in or accompanying this submission is true, accurate and complete based upon representations as to accuracy and completeness made to me either orally or through submission of documentation by appropriate personnel with responsibility for the matters contained herein.”
22. Notwithstanding Respondent’s compliance with any requirement of this Order, Respondent’s failure to comply with all of the requirements of the Act and Part 141 may subject Respondent to additional enforcement action, including but not limited to judicial, administrative and equitable actions.
23. This Administrative Order shall not prohibit, prevent, or otherwise preclude EPA from taking whatever action it deems appropriate to enforce the Act in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension or modification of the requirements of the Act, or the rules and regulations promulgated there under which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or criminal action otherwise authorized under the Law.
24. The Respondent may be subject to an administrative civil penalty of up to \$40,640 pursuant to Section 1414(g)(3)(B) of the Act, 42 U.S.C. §300g-3(g)(3)(B) or a civil penalty assessed by an appropriate United States District Court that exceeds \$40,640 pursuant to Section 1414(g)(3)(C) of the Act, 42 U.S.C. §300g-3(g)(3)(C). A violation of any term of this Order may also subject the Respondent to a judicial civil penalty of up to \$58,328 per day of violation pursuant to Section 1414(b) of the Act, 42 U.S.C. §300g-3(b).
25. Respondent waives its right to seek federal judicial review of the Order pursuant to Section 1448(a) of the Act, 42 U.S.C. §300j-7(a).
26. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, State or local law.

27. This Order on Consent shall take effect upon the signature of the Director, Enforcement and Compliance Assurance Division.

For Respondent:

\_\_\_\_\_  
Joseph A. Bella  
Executive Director  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ 07011

\_\_\_\_\_  
Date

For USEPA:

\_\_\_\_\_  
Dore LaPosta, Director  
Enforcement and Compliance Assurance Division  
United States Environmental Protection Agency  
Region 2  
290 Broadway  
New York, NY 10007-1866

\_\_\_\_\_  
Date

IN THE MATTER OF:  
Passaic Valley Water Commission  
PWS ID: NJ1605002  
Docket No. SDWA-02-2020-8022

**RESOLUTION: 20-123**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 9, 2020**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: SANCHEZ

**WHEREAS**, on August 4, 2020 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-21 "Wanque and Verona Ball Valves"; and

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

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

**WHEREAS**, the lowest responsible responsive bid submitted for this contract that of Core & Main, LP of Edison, New Jersey (the "Awardee") with respect to said bid in the amount of \$219,655.00; and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof;

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

1. That Contract No. 20-B-21 "Wanque and Verona Ball Valves" in the total amount of \$219,655.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to



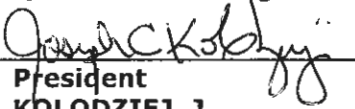
solicitation for bids made in connection with Contract 20-B-21 as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>COTTON, R.</b>	<u>X</u>	___	___	___
<b>FRIEND, G.</b>	<u>X</u>	___	___	___
<b>VANNOY, R.</b>	<u>X</u>	___	___	___
<b>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___
<b>VAN RENSA LIER, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___

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

  
\_\_\_\_\_  
**President**  
**KOLODZIEJ, J.**

  
\_\_\_\_\_  
**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 September 9, 2020.

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

# 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: **20-B-21- Core & Main LP**

Amount of Project or Contract: \$ 219,655.00

1. Acct: # 001-0901-419-95-32 Capital / Valve Replacement

Specific Appropriation to which expenditures will be charged: Capital Budget 2020/2021

Other comments: Six (6) Month Contract Commencing: September 2020  
Wanaque and Verona Ball Valves

Date of Certification: 08/26/2020 Certified: \$ 219,655.00



**Yitzhak Weiss**  
Comptroller and Chief Financial Officer

YWgbl

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PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: August 26, 2020

FROM: Purchasing Department

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

RE: **Contract # 20-B-21**  
**Wanaque and Verona Ball Valves**

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

Of the two (2) bids received, the lowest responsive and responsible proposal was submitted by **Core & Main LP.** of Edison, New Jersey, in the amount of **\$ 219,655.00.**

Respectfully submitted,

Gregg B. Lucianin  
Buyer

cc: L. Amodio  
J. Duprey

CONTRACT # 20-B-21

DATE: 8/4/2020

CONTRACT NAME: Wanaque and Verona Ball Valves

BIDDERS	BID DEPOSIT		TOTAL AMOUNT OF CONTRACT	REMARKS
	CC- Certified Check CA- Cashier's Check BB- Bid Bond			
Core & Main LP 61 Gross Ave Edison, NJ 08837 fred.schweighardt@coreandmain.com	<input type="checkbox"/> Certified Check		\$219,655.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> 10% Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input checked="" type="checkbox"/> Public Works Cont. Cert.
		\$20,000.00		<input checked="" type="checkbox"/> EEO
Raritan Group Inc 301 Meadow Rd Edison, NJ 08817 joel@raritanvalve.com	<input type="checkbox"/> Certified Check		\$239,940.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> 10% Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input type="checkbox"/> Public Works Cont. Cert.
		\$20,000.00		<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check			<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input type="checkbox"/> Public Works Cont. Cert.
				<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check			<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input type="checkbox"/> Public Works Cont. Cert.
				<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check			<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input type="checkbox"/> Public Works Cont. Cert.
				<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check			<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check			<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond			<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed			<input type="checkbox"/> Public Works Cont. Cert.
				<input type="checkbox"/> EEO

**RESOLUTION: 20-124**

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION  
DATE OF ADOPTION: SEPTEMBER 9, 2020**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: SANCHEZ

**WHEREAS**, the Passaic Valley Water Commission ("PVWC") solicited bids for Contract No. 20-B-36 "Furnish and Deliver Next Generation Sequencing Equipment" (the "Contract") on three occasions without receiving any responsible bids; and

**WHEREAS**, the three bid opening dates were on May 28, 2020 ("1<sup>st</sup> bid"), June 25, 2020 ("1<sup>st</sup> Re-Bid"), and August 4, 2020 ("2<sup>nd</sup> Re-Bid"); and

**WHEREAS**, the PVWC received no responses to the 1<sup>st</sup> bid or 1<sup>st</sup> Re-Bid; and

**WHEREAS**, although the PVWC received a bid from Illumina Inc. of San Diego, California ("Illumina") in response to the 2<sup>nd</sup> Re-Bid, that bid contained exceptions to its terms; and

**WHEREAS**, no other vendor submitted a bid in response to the 2<sup>nd</sup> Re-Bid; and

**WHEREAS**, when the PVWC solicits bids on at least two occasions and no valid bids were received, the PVWC has the option to negotiate a contract for goods and/or services with any of the bidders or any other vendor of its choosing in lieu of further public bidding provided that it follows the conditions set forth in the Local Public Contracts Law, N.J.S.A. § 40A:11-5(3); and

**WHEREAS**, the PVWC may not commence the option of negotiation in lieu of further public bidding for the Contract unless the Commissioners adopt a resolution authorizing same by two-thirds affirmative vote (N.J.S.A. § 40A:11-5(3)); and

**WHEREAS**, the Executive Director, Director of Engineering, Director of Purchasing, and General Counsel respectively recommend to the Commissioners that the PVWC reject Illumina's bid as non-conforming to the Specifications of the 2<sup>nd</sup> Re-Bid, and proceed with negotiation in lieu of further public bidding for the Contract; and

**WHEREAS**, negotiation in lieu of further public bidding is authorized given that the PVWC has tried three times to secure a contract through public bidding without success; and

**WHEREAS**, Next Generation Sequencing Equipment is used to test the PVWC's finished water reservoirs for harmful pathogens; and the PVWC does not have any such equipment, the PVWC must pay third-party vendors to perform the testing, and this procurement will help the PVWC monitor water safety more cost-effectively and more time-efficiently than its current practices;

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

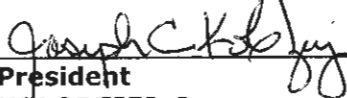
1. That the bid submitted by Illumina on August 4, 2020 in response to the 2<sup>nd</sup> Re-Bid of Contract 20-B-36 is deemed void as it was not responsive to the bid terms.
2. That appropriate officials and employees of the PVWC be and are hereby directed to proceed with negotiation in lieu of further public bidding for Contract 20-B-36 "Furnish and Deliver Next Generation Sequencing Equipment" pursuant to N.J.S.A. § 40A:11-5(3), in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>COTTON, R.</b>	<u>X</u>	---	---	---
<b>FRIEND, G.</b>	<u>X</u>	---	---	---
<b>VANNOY, R.</b>	<u>X</u>	---	---	---
<b>LEVINE, J.</b>	<u>X</u>	---	---	---
<b>SANCHEZ, R.</b>	<u>X</u>	---	---	---
<b>VAN RENSA LIER, R.</b>	<u>X</u>	---	---	---
<b>KOLODZIEJ, J.</b>	<u>X</u>	---	---	---

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

  
\_\_\_\_\_  
**President**  
**KOLODZIEJ, J.**

  
\_\_\_\_\_  
**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 September 9, 2020.

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

**RESOLUTION: 20-125**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: SEPTEMBER 9, 2020**

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

Introduced by Commissioner: VANNOY

Seconded by Commissioner: SANCHEZ

**WHEREAS,** Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 21-P-11 entitled "Risk Manager Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

**WHEREAS,** each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of a summary of the responses is attached hereto and made a part hereof; and



**WHEREAS**, based on the said evaluation of each of the two (2) responses received August 20, 2020, the firm of Brown & Brown Metro, LLC of Roseland, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response (hereinafter the "Response"); and

**WHEREAS**, the Response of the Awardee will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit A; and

**WHEREAS**, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee at this time; and

**WHEREAS**, the solicitation and the response of the Awardee (as indicated on Exhibit B), are on file in the office of the Administrative Secretary and available for inspection; and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be in the amount of \$15,000.00, for services related to the Project; and

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

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

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

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

---

**President**  
**KOLODZIEJ, J.**

---

**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 September 9, 2020.

---

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

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-11  
RISK MANAGER SERVICES**

**FORM OF AGREEMENT**

**EXHIBIT A**

**FORM OF AGREEMENT**

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

THIS AGREEMENT (hereinafter "AGREEMENT") made as of \_\_\_\_\_, 20\_\_ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Brown & Brown Metro, LLC a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 56 Livingston Avenue, Roseland, New Jersey 07068.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 21-P-11 entitled "Risk Manager Services" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated August 20, 2020, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services invoiced by the PROFESSIONAL for the PROJECT shall be in the amount of \$15,000.00, and PROFESSIONAL shall not charge an additional hourly rate for the various PROFESSIONAL SERVICES performed under the PROJECT.

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

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

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

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

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

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

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

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

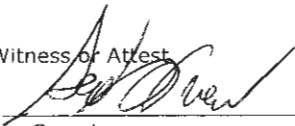
22. PVWC designates the Executive Director, the Administrative Secretary, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of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

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

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

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

**BROWN & BROWN METRO, LLC**

Witness or Attest  
By:   
Secretary  
(Seal)

By: \_\_\_\_\_  
Authorized Signatory

**PASSAIC VALLEY WATER COMMISSION**

By:   
LOUIS AMODIO  
Administrative Secretary

By:   
JOSEPH HOLODZIEJ  
President

**PASSAIC VALLEY WATER COMMISSION**

**ATTACHMENT "A"**

**PROFESSIONAL'S PROPOSAL**

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-11  
RISK MANAGER SERVICES**

**EXHIBIT B**

(The Solicitation and Responses, including the Awardee's Response, are on file in the Office of PVWC's Administrative Secretary)

**PASSAIC VALLEY WATER COMMISSION**

**PROJECT NO. 21-P-11  
RISK MANAGER SERVICES**

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT C**

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

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Description of Project or Contract:

**Professional Services** for Project # 21-P-11 – Professional Services for Risk Manager Services. (**Brown & Brown Metro, LLC**).

Amount of Project or Contract not to exceed: **\$15,000**

1. Acct #: 001-0901-419.70-35 **BUDGET 2021**

Other Comments: **Insurance Services**

Date of Certification: September 1, 2020



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

Project # 21-P-11  
Risk Manager Services

Proposals | Received August 20, 2020

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Brown & Brown Metro, Inc.  30A Vreeland Road Florham Park, New Jersey 07932 973-549-1967 <a href="mailto:dcinelli@bbmetro.com">dcinelli@bbmetro.com</a>		\$15,000.00	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Alamo Insurance Group 55 Flanagan Way Secaucus, NJ 07094 <a href="mailto:lalamo@alamoinsurance.net">lalamo@alamoinsurance.net</a>		6% of Assessment	<input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> EEO <input checked="" type="checkbox"/> Insurance <input checked="" type="checkbox"/> BRC
Maser Consulting 331 Newm an Springs Rd Ste 203 Red Bank, NJ 07701 <a href="mailto:crech@maserconsulting.com">crech@maserconsulting.com</a>			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO (Signed no cert) <input type="checkbox"/> Insurance <input type="checkbox"/> BRC
			<input type="checkbox"/> Ownership <input type="checkbox"/> EEO <input type="checkbox"/> Insurance <input type="checkbox"/> BRC

**RESOLUTION: 20-126**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**DATE OF ADOPTION: SEPTEMBER 9, 2020**

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

Introduced by Commissioner: VAN RENSAIER

Seconded by Commissioner: VANNOY

**WHEREAS**, as an essential entity that provides water for use and fire protection to hundreds of thousands of its consumers and customers, PVWC's procedures for social distancing, ventilation, protective face coverings, sanitizing, use of gloves, and other protective measures are specifically tailored to ensure PVWC's employees remain protected and safe in the work environment and that PVWC's vital operations are not compromised; and

**WHEREAS**, in the absence of a viable proven vaccine, many uncertainties remain regarding the potential for resurgence of transmission and positivity rates of COVID-19, and whether or not those who have contracted the virus can contract it again and re-infect others; and

**WHEREAS**, PVWC continues to follow CDC guidelines and Governor Murphy's Executive Orders as they are issued and updated, while also addressing PVWC's specific situations as appropriate, and as memorialized in periodic COVID-19 updates of PVWC's policies and procedures issued to PVWC's employees; and

**WHEREAS**, in addition to the above, PVWC enforces the requirement for all employees to use protective face coverings when in all common areas at all times where there is more than one person present or where more than one person is anticipated to be present within 6 feet of each other and/or within a cumulative 15-minute period; and

**WHEREAS**, in addition to the above distance and time requirements, employees, while in the Plant Operators' common area, the Pump Station Operators' common area, the Laboratory common area, and other common areas, shall all be required to wear a protective face covering at all times; not

only in the building where their common area is located but also when approaching, entering, and leaving said building; and

**WHEREAS**, employees found to be violating these requirements shall be subject to mandatory disciplinary action;

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

1. That the appropriate officers of the Commission are hereby authorized to implement the terms and intentions of this Resolution with respect to clarification and reinforcement of the policies and procedures; all as set forth hereinabove.
2. That PVWC hereby reinforces the requirements for continued use of face mask coverings as specifically memorialized herein, along with the requirement for mandatory disciplinary action as also set forth herein.
3. That PVWC's Executive Director shall inform the PVWC employees and their CWA union representatives of the above through written correspondence and posting of the herein resolution on PVWC's website.
4. That a copy of the herein resolution shall be kept on file in the office of the Administrative Secretary and made available for inspection.

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**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>COTTON, R.</b>	<u>X</u>	___	___	___
<b>FRIEND, G.</b>	<u>X</u>	___	___	___
<b>VANNOY, R.</b>	<u>X</u>	___	___	___
<b>LEVINE, J.</b>	<u>X</u>	___	___	___
<b>VAN RENSA LIER, R.</b>	<u>X</u>	___	___	___
<b>SANCHEZ, R.</b>	<u>X</u>	___	___	___
<b>KOLODZIEJ, J.</b>	<u>X</u>	___	___	___

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

  
\_\_\_\_\_  
**President**  
**JOSEPH KOLODZIEJ**

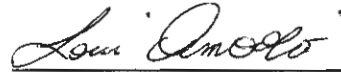
  
\_\_\_\_\_  
**Secretary**  
**GERALD FRIEND**

**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 September 9, 2020.



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