

RESOLUTIONS
DATE: MARCH 23, 2022

MOTION: VAN RENSA LIER
SECOND: KOLODZIEJ

1) Resolution Appointing Giddings Group

Due to the vacancy in the position of Director of the Laboratory and the upcoming vacancy in the position of Industrial Hygienist in June 2022 and the highly technical and narrow focus of these positions, the Board authorizes the Executive Director to engage the Giddings Group to perform an executive search for each position for a fee of \$30,000 each (\$60,000 total cost).

2) Resolution Creating New Positions

Due to organizational needs to implement and secure information technology throughout PVWC as well as the need maintain robust internal and external communications and coordination on PVWC operations and capital projects effecting the owner cities and other communities the Board authorizes the Executive Director to create the positions of Director of Information Technology and Director of Communications and Intergovernmental Coordination and to solicit candidates for these positions.

3) Summer and Intern Positions

Summer Help:

Each Commissioner will be allocated three (3) positions to fill with summer help. Summer employment would extend from the Monday before Memorial Day to the Friday before Labor Day and be paid at \$15/hr.

Interns:

Each Commissioner will be allocated one (1) position for an intern. The Executive Director will be allocated up to six (6) positions for interns with flexibility to fill these positions with additional summer help if the supply of interested students in internships is less than six (6). Intern employment could be for periods up to 6-12 months and be paid at \$16/hr.

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ




Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 22-033
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 20-B-46 ENTITLED "CHAIN LINK FENCE
MAINTENANCE AND INSTALLATION"**

DATE OF ADOPTION: MARCH 23, 2022

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

Introduced by Commissioner: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

WHEREAS, Contract No. 20-B-46 entitled "Chain Link Fence Maintenance and Installation" was previously awarded to Fox Fence Enterprises, Inc. (Fox Fence) of Clifton, New Jersey at PVWC's November 12, 2020 Commission Meeting (PVWC Resolution 20-136); and

WHEREAS, Fox Fence was unable to fulfill their obligations under this contract and was determined to be non-responsive; and

WHEREAS, the next lowest responsible, responsive bid submitted for this contract was that of Comprelli Equipment & Service of Morris Plains, New Jersey (the "Awardee") with respect to said bid, in the amount of \$274,176.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering and Director of Purchasing; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

WHEREAS, PVWC's Chief Financial Officer 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-46 "Chain Link Fence Maintenance and Installation" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 20-B-46 as set forth hereinabove.


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ




Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #22-32

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: March 23, 2022

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, 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: COTTON 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; Contracts, Security, Negotiations, Personnel, Law and: 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: VAN RENSA LIER Time: 10:09 am

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|---------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | <u>X</u> | ___ | ___ | ___ |
| DEPADUA, C. | <u>X</u> | ___ | ___ | ___ |
| LEVINE, J. | <u>X</u> | ___ | ___ | ___ |
| SANCHEZ. R | <u>X</u> | ___ | ___ | ___ |
| VAN RENSA LIER, R. | <u>X</u> | ___ | ___ | ___ |
| KOLODZIEJ, J. | <u>X</u> | ___ | ___ | ___ |
| COTTON, R. | <u>X</u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY N. COTTON

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



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 23, 2022.

A handwritten signature in cursive script, appearing to read "Louis Amodio", written in black ink over a horizontal line.

LOUIS AMODIO
Administrative Secretary

RESOLUTION # 22-031

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT NO. 20-B-29
"SCADA SUPPORT SERVICES"**

DATE OF ADOPTION: MARCH 23, 2022

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: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

WHEREAS, under Contract 20-B-29 "SCADA Support Services" (the "Contract"), AdvanTech Corporation of Fairfield, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing April 8, 2020; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about April 7, 2022, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning April 8, 2022 and ending on April 7, 2024; all as indicated in the Director of Engineering's memorandum dated March 18, 2022, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated March 18, 2022) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$561,307.00; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit C;

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

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 20-B-29 "SCADA Support Services" to AdvanTech Corporation of Fairfield, New Jersey commencing April 8, 2022 and expiring on April 7, 2024; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$561,307.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|---------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSA LIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

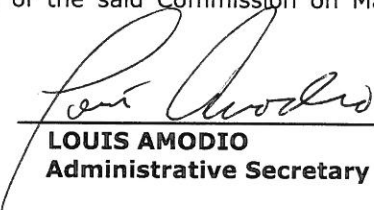


Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 20-B-29
"SCADA SUPPORT SERVICES"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED MARCH 18, 2022**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: March 18, 2022
To: Hon. Commissioners
From: P. Porcaro
CC: L. Amodio
Subject: 2-Year Extension of Contract 20-B-29 "SCADA Support Services"

Under Contract 20-B-29 "SCADA Support Services", AdvanTech Corporation of Fairfield, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on April 8, 2020. This 2-year contract, which is otherwise scheduled to end on or about April 7, 2022, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated March 18, 2022) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that Contract 20-B-29 be extended for a 2-year period of time beginning April 8, 2022 and ending on April 7, 2024. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$561,307.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 20-B-29
"SCADA SUPPORT SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE
(BOTH DATED MARCH 18, 2022)**

EXHIBIT B

From: [Fred Nelson](#)
To: [Porcaro, Patrick](#)
Subject: JMP/Advantech Support Contract
Date: Friday, March 18, 2022 8:53:25 AM

Hello Pat,

I spoke with Travis and he is good with us carrying over the same terms and pricing for the upcoming renewal.

PVWC SCADA Support Services 20-B-29 had the following

- Routine Maintenance Visits
 - 960 hours
 - Billed at \$127.00/ hr.
- Emergency Support
 - 600 hours
 - Billed at \$162.50/ hr.
- Consultation
 - 240 hours
 - Billed at \$119.00/ hr.
- Remotes Sites Upgrades Commissioning (Project)
 - 480 hours
 - Billed at \$133.00/ hr.
- Ozone Upgrade (Project)
 - Fixed price \$174,487.00
- Spare Parts
 - \$75,000.00

Sincerely,
JMP SOLUTIONS

Fred Nelson, PMP
Branch Manager

24 Just Road
Fairfield, New Jersey 07004
201-736-4689

Our dedicated AGV / AMR division is focused on collaboratively developing mobile robotic solutions integrated with your control infrastructure and operational management systems in order to deliver real value.

This email is the confidential property of JMP Solutions and should not be used for any purpose except with JMP's written authorization. Unintended recipients please delete and contact sender.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 20-B-29
"SCADA SUPPORT SERVICES"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **20-B-29 – AdvanTech Corporation**

Amount of Project or Contract: \$ 561,307.00

1. Acct: # 001-0901-419-95-28 Capital/Scada

Specific Appropriation to which expenditures will be charged: Budget 2022-2023-2024

Other comments: Two (2) Year Contract Extension Commencing: March 2022
Supervisory Control & Data Acquisition (Scada) Support Services

Date of Certification: 03/18/2022 Certified: \$ 561,307.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-030
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR
PROJECT 21-P-47 ENTITLED "PROFESSIONAL SERVICES FOR GIS
SOFTWARE MANAGEMENT"**

CHANGE ORDER NO. 1 – GIS SUPPORT FOR CMMS IMPLEMENTATION

DATE OF ADOPTION: MARCH 23, 2022

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

Introduced by Commissioner: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

WHEREAS, Project 21-P-47 entitled "Professional Services for GIS Software Management" (the "Project") was awarded to Mott MacDonald ("Mott") of Iselin, New Jersey at PVWC's Commission Meeting dated July 14, 2021 (PVWC Resolution 21-69) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$150,000.00; and

WHEREAS, at PVWC's request, Mott has submitted a proposal dated March 14, 2022 (the "Proposal") to request a budget amendment to continue GIS Support for CMMS Implementation through July 13, 2022, and a copy of the Proposal, including a description of the said additional services, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Proposed Change Order No. 1 further increases the total adjusted Contract Price by \$25,000.00 which brings the total adjusted Contract Price to \$175,000.00; and

WHEREAS, the Director of Engineering has reviewed Mott's Proposal and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the Director of Engineering's memorandum dated March 16, 2022 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the Chief Financial Officer has reviewed the above-referenced memorandum and concur with the Director of Engineering's recommendations; and

WHEREAS, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is also attached hereto and made a part hereof (in above-referenced Exhibit B); and

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

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

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

1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth in Mott's Proposal dated March 14, 2022 which changes result in an increase of \$25,000.00, with reimbursement to be on a time-and-materials, not-to-exceed basis, thereby increasing the total previously approved not-to-exceed amount for Project 21-P-47 to \$175,000.00; all as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | X |
| DEPADUA, C. | — | — | — | X |
| LEVINE, J. | X | — | — | — |
| COTTON, R. | X | — | — | — |
| KOŁODZIEJ, J. | X | — | — | — |
| VAN RENSALIER, R. | X | — | — | — |
| SANCHEZ, R. | X | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ



Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR
PROJECT 21-P-47 ENTITLED "PROFESSIONAL SERVICES FOR GIS
SOFTWARE MANAGEMENT"**

CHANGE ORDER NO. 1 – GIS SUPPORT FOR CMMS IMPLEMENTATION

**MOTT'S PROPOSAL
DATED MARCH 14, 2022**

EXHIBIT A



Patrick Porcaro, PE
Director of Engineering
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

Passaic Valley Water Commission – Professional Services for GIS Software Management (Contract # 21-P-47 – Purchase Order # 232128) – Budget Amendment Request # 1

March 14, 2022

Dear Mr. Porcaro

Our Reference
507105183.GI.01

Under a prior authorization for Contract # 21-P-47, Mott MacDonald is assisting Passaic Valley Water Commission (PVWC) with GIS Software Management with a timeframe of July 14, 2021 through July 13, 2022. The total amount of the previously approved purchase order is \$150,000.00.

Mott MacDonald
111 Wood Avenue South
Iselin
NJ 08830-4112
United States of America

As of the week ending March 4, 2022, the remaining budget is \$24,182.50. It is estimated that Duane Chapman (Principal Project Manager) and Andrew Janocha (Senior Specialist) will each utilize 30 hours per month (120 hours each) until mid-July 2022.

T +1 (800) 832 3272
mottmac.com
mottmac.com

As discussed with PVWC on March 4, 2022, to account for the remaining budget and continuing to assist PVWC through July 13, 2022, we request an increase to our current reimbursable, not-to-exceed fee as follows:

| Task | Current Approved Fee | Requested Increase | Proposed Fee |
|------------------|----------------------|--------------------|--------------|
| Contract 21-P-47 | \$ 150,000 | \$ 25,000 | \$ 175,000 |

Should you have any questions or comments, please feel free to contact me.

Very Truly Yours,

Mott MacDonald

Digitally signed by
Edward P. Gajek, PE
Date: 2022.03.14
11:19:06-04'00'

Edward P. Gajek, PE, PMP
Vice President
T 973-912-2539
edward.gajek@mottmac.com

c: Mark Tompeck, Duane Chapman

PASSAIC VALLEY WATER COMMISSION

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR
PROJECT 21-P-47 ENTITLED "PROFESSIONAL SERVICES FOR GIS
SOFTWARE MANAGEMENT"**

CHANGE ORDER NO. 1 – GIS SUPPORT FOR CMMS IMPLEMENTATION

**PVWC DIRECTOR OF ENGINEERING'S
MEMORANDUM DATED MARCH 16, 2022
AND FORM OF AMENDMENT TO AGREEMENT**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 16, 2022

To: Hon. Commissioners

From: P. Porcaro

cc: J. Mueller
Y. Weiss
L. Bresemann

Re: Modifications to Professional Services for Project 21-P-47 "Professional Services for GIS Software Management" – Change Order No. 1, GIS Support for CMMS Implementation

Summary

It is recommended that, under Project 21-P-47, Mott MacDonald ("Mott") of Iselin, New Jersey be awarded an increase of \$25,000.00, increasing their total not-to-exceed amount to \$175,000.00 to provide PVWC with additional professional services related to the Project as set forth in the attached copy of Mott's proposal dated March 14, 2022.

These recommended modifications are set forth in more detail below.

Background

Mott is currently under contract to assist the PVWC for Professional Services for GIS Software Management, where Mott has been providing GIS support for the implementation of the new CMMS system. Extensive modifications to the Commission's GIS is required for this implementation.

The Project was awarded to Mott in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$150,000.00.

At PVWC's request, Mott has submitted a proposal dated March 14, 2022 (the "Proposal") to provide additional GIS support through July 13, 2022. A copy of the Proposal, including a description of the said additional services, is attached hereto.

Mott's Proposal appears to be reasonable, considering the nature and scope of additional Work involved, and it is recommended that the said changes to the Project, and additional costs related thereto, be approved. The additional services to be rendered pursuant hereto constitute professional services (or extraordinary unspecifiable services) within the meaning and intent of the Local Public Contracts Law.

Change Order No. 1 would increase the not-to-exceed total price for the Project by \$25,000.00 for a revised not-to-exceed total price of \$175,000.00.

Subject to concurrence and approval by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is attached hereto.

**PASSAIC VALLEY WATER COMMISSION
AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
(PROJECT 21-P-47)**

THIS AMENDMENT TO AGREEMENT (hereinafter "AMENDMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Mott MacDonald a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830.

WHEREAS, this AMENDMENT hereby modifies the previously signed and executed agreement (the "AGREEMENT") with PVWC and PROFESSIONAL who was awarded Project 21-P-47 entitled "Professional Services for GIS Software Management" (hereinafter the "PROJECT") at PVWC's Commission Meeting dated July 14, 2021 (PVWC Resolution 21-69); and

WHEREAS, the original scope set forth in the PROFESSIONAL'S proposal for the PROJECT is hereby modified as set forth in PROFESSIONAL's proposal dated June 24, 2021, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the previously approved not-to-exceed total amount of \$150,000.00 for the PROJECT is hereby increased by \$25,000.00 for a revised not-to-exceed total amount of \$175,000.00; and

WHEREAS, the PROFESSIONAL will be reimbursed (on a time-and-materials, not-to-exceed basis) for the said additional professional services; and

All other provisions of the AGREEMENT remain in full force and effect.

MOTT MACDONALD.

Witness or Attest

By: _____
Secretary

By: _____
Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

**BUDGET AMENDMENT OF PROFESSIONAL SERVICES FOR
PROJECT 21-P-47 ENTITLED "PROFESSIONAL SERVICES FOR GIS
SOFTWARE MANAGEMENT"**

CHANGE ORDER NO. 1 – GIS SUPPORT FOR CMMS IMPLEMENTATION

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Professional Services – GIS Software Management

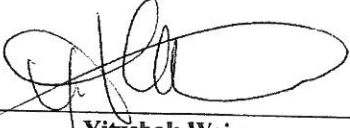
Professional Services for Project # 21-P-47 - Change Order #1

Amount of Project or Contract: \$ 175,000.00 (from \$150,000.00)

1. Acct: # 001-0901-419-95-07 Capital/Computers and Software

Other comments: **Professional Services** – Change Order # 1 increase of \$25,000.00 due to change in scope

Date of Certification: 3/18/2022



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 22-029
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

**AWARD CONTRACT NO. 21-V-19 ENTITLED
"FURNISH AND DELIVER SULFURIC ACID"**

DATE OF ADOPTION: MARCH 23, 2022

Introduced by Commissioner: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

WHEREAS, on February 24, 2022, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-V-19 entitled "Furnish and Deliver Sulfuric Acid"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering and Director of Purchasing; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bid and qualifications of bidder therefor; and

WHEREAS, the responsible, responsive bid submitted for this contract was that of Univar Solutions USA Inc. of Morrisville, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$1,491,750.00 over a period of seven hundred and thirty (730) consecutive calendar days; and

WHEREAS, PVWC's Chief Financial Officer 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. 21-V-19 "Furnish and Deliver Sulfuric Acid" in the total amount set forth hereinabove in connection with the above described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 21-V-19 as set forth hereinabove.

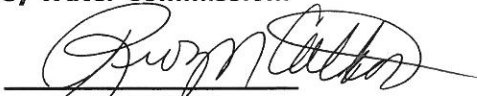
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | X |
| DEPADUA, C. | — | — | — | X |
| LEVINE, J. | X | — | — | — |
| COTTON, R. | X | — | — | — |
| KOŁODZIEJ, J. | X | — | — | — |
| VAN RENSALIER, R. | X | — | — | — |
| SANCHEZ, R. | X | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ




Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: March 17, 2022

FROM: Purchasing Department

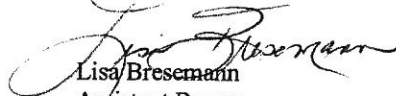
TO: James Mueller, Executive Director
Yaacov M. Brisman, General Counsel
Yitzhak Weiss, Chief Financial Officer

RE: **Contract # 22-V-19**
Sulfuric Acid

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 one (1) bid received, the lowest responsive and responsible proposal was submitted by **Univar Solutions USA Inc.** of Morrisville, Pennsylvania, in the amount of **\$1,491,750.00.**

Respectfully submitted,


Lisa Bresmann
Assistant Buyer

cc: L. Amodio

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: **22-V-19 – Univar Solutions USA Inc.**

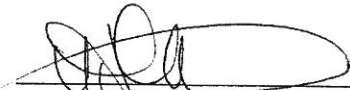
Amount of Project or Contract: \$1,491,750.00

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

Specific Appropriation to which expenditures will be charged: Budget 2022/2023/2024

Other comments: Two (2) Year Contract Commencing: March 2022
Sulfuric Acid

Date of Certification: March 18, 2022 Certified: \$1,491,750.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 22-028

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**PROCUREMENT OF A NEW
FLOWCAM PARTICLE ANALYSIS SYSTEM**

DATE OF ADOPTION: MARCH 23, 2022

Approved as to form and legality by the Law Department on basis of facts set forth by the Purchasing and Laboratory Department.

Introduced by Commissioner: **VAN RENSA L I E R**

Seconded by Commissioner: **C O T T O N**

WHEREAS, the Passaic Valley Water Commission ("PVWC") wishes to procure a new FlowCam Particle Analysis System ("FlowCam") to replace the existing FlowCam equipment that is damaged beyond repair under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

WHEREAS, Yokogawa Fluid Imaging Technologies, Inc. of Scarborough, Maine ("Yokogawa") has provided PVWC with Quotation #220203-9157, in the total amount of \$118,380.00, to procure the new equipment; and

WHEREAS, Yokogawa is the sole provider of FlowCam which allows the user to image, enumerate and classify particles in a continuous flow stream for the quantification of freshwater plankton found in the water supply to the Little Falls Treatment Plant; and

WHEREAS, the FlowCam equipment allows Treatment Plant Operators to optimize chemical usage based on water quality of the incoming water supply to the Little Falls Water Treatment Plant; and

WHEREAS, Yokogawa will provide the Commission with a twelve (12) month warranty from date of shipment; and

WHEREAS, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

WHEREAS, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when

those brands of goods are “necessary for the conduct of [the Contracting Unit’s] affairs” (hereinafter “the Proprietary Goods Exception”) (see N.J.S.A. § 40A:11-2(39); N.J.A.C. § 5:34-9.1(a)(2)); and

WHEREAS, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods “of a specialized nature” by one manufacturer, and the need for a certain brand is greater (or more valuable) than the “public benefit of permitting ‘brand name or equivalent’ and the benefits of ... competition”, the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

WHEREAS, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception when: (i) The contracting unit has a substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

WHEREAS, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC’s Assistant Buyer, Lisa Bresemann, prepared a Certification addressed to the Executive Director, General Counsel, and Chief Financial Officer to demonstrate entitlement to use the Proprietary Goods Exception which is attached hereto as Exhibit A, the contents of which are deemed incorporated into this Resolution as set forth herein; and

WHEREAS, the Executive Director, General Counsel, and Chief Financial Officer reviewed the Certification and concur with the findings of the Assistant Buyer and ask the Commissioners to authorize the PVWC to designate the FlowCam equipment as proprietary goods henceforth; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, Yokogawa's quotation and other relevant correspondences are attached hereto and made a part hereof as Exhibit C; and

WHEREAS, the Commissioners, having received the aforementioned Certification and recommendation, approve the above-referenced measures; and

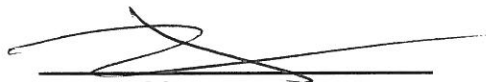
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the FlowCam equipment under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That appropriate officials and employees of the PVWC be and are hereby directed to procure the FlowCam equipment in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

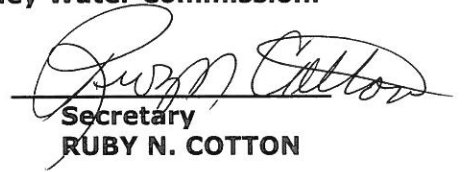
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | — | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



**President
RIGOBERTO SANCHEZ**

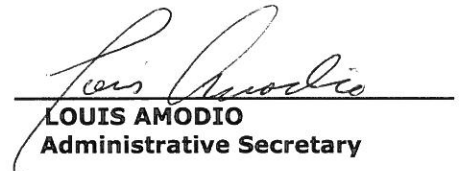


**Secretary
RUBY N. COTTON**

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 March 23, 2022.



**LOUIS AMODIO
Administrative Secretary**

PASSAIC VALLEY WATER COMMISSION

**CERTIFICATION OF THE PVWC'S ASSISTANT BUYER, LISA
BRESEMANN, QPA, PURSUANT TO N.J.A.C. § 5:34-9.1, DATED
FEBRUARY 19, 2022 IN SUPPORT OF THE PVWC'S REQUEST TO
PROCURE THE FLOWCAM EQUIPMENT BY THE PROPRIETARY
GOODS EXCEPTION TO THE LOCAL PUBLIC CONTRACT LAW**

EXHIBIT A



PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

Rigoberto Sanchez, President, Passaic
Gerald Friend, Vice President, Clifton
Carmen Depadua, Treasurer, Paterson
Ruby N. Cotton, Secretary, Paterson
Joseph Kolodziej, Commissioner, Clifton
Jeffrey Levine, Commissioner, Paterson
Ronald Van Renssaler, Commissioner, Passaic

Certification of PVWC Assistant Buyer, Lisa Bresemann, QPA pursuant to N.J.A.C. § 5:34-9.1

TO: James Mueller, Executive Director
Yaacov M. Brisman, General Counsel
Yitzchak Weiss, Chief Financial Officer

RE: **Procurement of a New FlowCam Particle Analysis System**

1. I, Lisa Bresemann, QPA, am the Assistant Buyer for the Passaic Valley Water Commission ("PVWC"). My job responsibilities are similar to those of "purchasing agents" in other public entities.

2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of the PVWC's position that the PVWC is entitled to procure from the Original Equipment Manufacturer (OEM), Yokogawa Fluid Imaging Technologies, Inc. ("Yokogawa"), a replacement FlowCam Particle Analysis System ("FlowCam") at the Little Falls Lab as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).

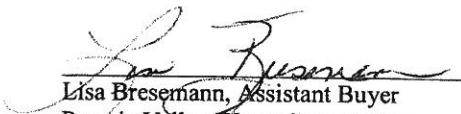
3. Currently, PVWC procures replacement parts for this equipment from Yokogawa without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.

4. Yokogawa has provided a letter, dated October 6, 2021 and is on file in the PVWC Buyers office, verifying that Yokogawa is the sole provider of FlowCam and its replacement parts which will assure the exact operational function of the original FlowCam which has been damaged beyond repair. All FlowCam service and replacement parts are to be performed by Yokogawa Factory Trained Service Technicians.

5. The PVWC Assistant Buyer recommends that the Board of Commissions approve a Resolution authorizing the PVWC to procure the FlowCam as proprietary goods.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: 3/18/2022


Lisa Bresemann, Assistant Buyer
Passaic Valley Water Commission

PASSAIC VALLEY WATER COMMISSION
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **FlowCam Particle Analysis System**

Amount of Project or Contract: \$118,380.00


Yokogawa Fluid Imaging Technologies, Inc.

1. Acct: # 001-0901-419-95-26 – Capital/Lab Equipment

Specific Appropriation to which expenditures will be charged: Budget 2022

Other comments: Single Purchase: March 2022

Date of Certification: 03/18/2022 Certified: \$118,380.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

PASSAIC VALLEY WATER COMMISSION

YOKOGAWA QUOTATION #220203-9157

YOKOGAWA SOLE SOURCE LETTER

EXHIBIT C

FlowCam[®]

Yokogawa Fluid Imaging Technologies, Inc.

Vendor Contact Information

| | | | |
|-------------|----------------------------------|-----------------|-----------------------|
| Prepared By | Becca Mimmovich | Company Address | 200 Enterprise Drive |
| Title | Inside Sales Manager | | Scarborough, ME 04074 |
| Email | becca.mimmovich@fluidimaging.com | | USA |
| | | Phone | (207) 289-3200 |
| | | Fax | (207) 289-3101 |

Quotation For:

| | | | |
|--------------|---------------------------------|-------|--------------------|
| Account Name | Passaic Valley Water Commission | Phone | (973) 340-4300 |
| Contact Name | Katharine McNaught | Email | kmcnaught@pwwc.com |

Address Information

| | | | |
|------------------|--|-----------------|--|
| Shipping Address | Passaic Valley Water Commission Katharine McNaught 800 Union Boulevard Totowa NJ United States | Billing Address | Passaic Valley Water Commission Katharine McNaught 800 Union Boulevard Totowa NJ United States |
|------------------|--|-----------------|--|

Quote Information

| | | |
|--|-----------------|----------|
| Quotation for FlowCam Particle Analysis System | Created Date | 2/3/2022 |
| Quote Number 220203-9157 | Expiration Date | 8/5/2022 |

Totals

| | |
|----------|--------------|
| Subtotal | \$118,380.00 |
| Total | \$118,380.00 |

Terms

- Shipping Terms: CPT
- Payment Terms: Net 30
- Price in U.S. Dollars
- Customs, Duties, and Taxes not included
- Authorization by Fluid Imaging Technologies Inc. is required prior to order submission if paying by Letter of Credit. Inquire with Sales representative for Letter of Credit requirements.
- Financing Available

Shipment: Estimated ship date is 60 days from order date.

Send Purchase Orders to: Orders@FluidImaging.com

Please see detail of Quote Line Items below:

Quote Line Items

| Product | Quantity | Product Description | Line Item Description | Sales Price | Total Price |
|--|----------|---|--|---------------|---------------|
| FlowCam Cyano - 633 nm, Color | 1.00 | Bench Top FlowCam 8400 for Dynamic Imaging Particle Analysis: Color camera, Auto Focus, Auto Image & Laser Trigger Mode, 633 nm laser for fluorescence triggering (Ch 1 700 +/- 10, Ch2 650 +/- 10). | | \$90,200.00 | \$90,200.00 |
| 8000 Aquatic Objective Kit: 4X, 10X, 20X | 1.00 | 8000 Series: 4X Objective, FOV300 flow cell, 5 mL syringe pump, 300 µm nitex mesh; 10X Objective, FOV100 flow cell, 1 mL syringe pump, 100 µm nitex mesh; 20X Objective, FOV50 flow cell, 0.5 mL syringe pump, 35 µm nitex mesh. Includes pipette tips and Auto Focus beads. | | \$7,940.00 | \$7,940.00 |
| Flow Cell - Field of View - 100um x 700um | 1.00 | 8000 Series: 100um Field of View Machined Cuvette Flow Cell. Quantity of 1 cell. | | \$2,490.00 | \$2,490.00 |
| FlowCam 8000 Dust Cover | 1.00 | 8000-Series: Dust cover for your FlowCam 8000, FlowCam Macro and FlowCam Cyano. | | \$155.00 | \$155.00 |
| FOV Cleaning Kit - Aquatic | 1.00 | Consumable: Includes Luer lock, 20 ml syringe, lens paper, 70 µm cell strainer, 0.22 µm filter, and Citrajel cleaning agent. | | \$0.00 | \$0.00 |
| Satellite License - ViSP 5.X | 1.00 | Software: Visual Spreadsheet Version 5 Series Satellite License for Remote Data Analysis for 1 - 3 external computers. Compatible with Windows 10 only. | | \$5,300.00 | \$5,300.00 |
| 8000 Ship Kit: North America (Type B) | 1.00 | FlowCam 8000 Series: Polyethylene Reusable Shipping Crate and Type B 8000 Accessory Kit (North America and Japan) | | \$975.00 | \$975.00 |
| Installation & Training (US/Canada) - FlowCam 8400, FlowCam Cyano, FlowCam Nano, FlowCam ALH, FlowCam LO | 1.00 | Installation & Training (US/Canada) for the FlowCam 8400, FlowCam Cyano, FlowCam Nano, ALH for FlowCam, FlowCam LO includes: - Two day onsite installation and training with a YFT technical expert - Access to FlowCam University for 1 year, allowing customers to access training anytime, anywhere with an internet connection (remote sessions not included) - Pricing includes installation and expenses | | \$8,000.00 | \$8,000.00 |
| Shipping & Handling FlowCam - Domestic (Ground) | 1.00 | Standard shipping and handling of a FlowCam to continental United States | | \$100.00 | \$100.00 |
| FlowCam 8400 or FlowCam Cyano - Gold Service Package - U.S. & Canada | 1.00 | Gold Service Package Includes: - Extended Warranty - Preventative Maintenance w/Calibration Service performed at the Customer's location - Access to FlowCam University - VisualSpreadsheet Software Updates - 1:1 Remote FlowCam Support & Training | | \$13,300.00 | \$13,300.00 |
| Discount - Trade In | 1.00 | | 10% hardware discount for trade-in of SN 596 | (\$10,080.00) | (\$10,080.00) |
| 1 Year Warranty | 1.00 | Standard One Year Factory Warranty Factory Warranty is for Repair at Factory, Shipping not Included All components and labor covered with the exception of all consumable items. | | \$0.00 | \$0.00 |

Warranty

Standard Limited Warranty

Fluid Imaging Technologies, Inc. ("Seller") warrants that the FlowCam® product ("Product") purchased by you ("Customer") shall be free from material defects in workmanship and material for a period of one (1) year from the date of shipment by the Seller (the "Limited Warranty"); provided, however, that the Limited Warranty does not cover any consumables (flow cells, flow cell holders, or tubing) or third party manufactured/customer purchased items incorporated in the Product. For Service and Spare/Replacement parts, the Seller also warrants the services we perform and the spare and replacement parts we install, for a period of one (1) year from the date of performance of such services and the date of installation of the spare or replacement parts, respectively. Customer understands and agrees that the Limited Warranty shall only apply if Customer has used the Product in accordance with all specifications, documentation and other information provided to Customer by Seller.

Customer's sole and exclusive remedy and Seller's entire liability under the Limited Warranty shall be (i) at Seller's option, repair or replacement of the Product or any defective Product components (including any labor or other services related thereto), and (ii) all shipping costs related to the repair or replacement of the Product or any defective Product components for both on-site and off-site repairs and replacements.

Any Product or Product components returned to Seller must have prior approval and must reference a Return Material Authorization (RMA) number issued by Seller. In the event Seller determines that the entire Product must be returned to Seller for repair or replacement, such Product must be shipped in its original shipping container to assure adequate protection during transit. If the original shipping container is not available, a new shipping container may be purchased from Fluid Imaging Technologies, Inc. at an additional cost.

The foregoing Limited Warranty is in lieu of all other warranties, written or oral, express or implied, including, but not limited to, a warranty of merchantability, non-infringement, title or fitness for a particular purpose. In no event shall seller be liable for any direct, indirect, consequential, punitive, incidental or any other damages of any kind whatsoever, arising out of or relating to the product, any product components, any specifications, documentation or other information provided to customer in connection with the product, or the limited warrant set forth herein, even if seller has been advised of, or otherwise should have been aware of, the possibility of such damages, and regardless of the legal theory or basis for such claim.



October 6, 2021

To Whom it May Concern:

The FlowCam® is a unique digital imaging particle analyzer that allows the user to image, enumerate and classify particles in a continuous flow medium. One of its primary uses is the quantification of marine and freshwater plankton for academic research and water quality monitoring.

FlowCam technology is covered under various U.S. and international patents, and Yokogawa Fluid Imaging Technologies, Inc. is the sole manufacturer and sole distributor of the FlowCam in the United States and Canada. There are no alternative authorized dealers in these countries. More information about all our products and applications can be found at www.fluidimaging.com.

Our product line includes the FlowCam 8000 series (FlowCam 8100 and 8400), FlowCam 5000, FlowCam Macro, FlowCam Nano, FlowCam LO, and FlowCam ALH.

Unique attributes of the FlowCam 8100 and 8400 models include:

- Ability to image particles in a continuous flow, meaning that it does not require sheath fluid, allowing the user to image multiple particles in a single frame using Autoimage mode.
- Ability to configure the instrument to acquire color or monochrome (i.e. black & white) images with a camera resolution of 1920x1200 pixels.
- Ability to image and enumerate particles ranging in size from 2 µm to 1mm using up to 4 interchangeable magnifications and corresponding flow cells.
- Sample processing speed ranging from 0.05 mL/minute at the highest magnification (20X), and up to 5 mL/minute at the lowest magnification (2X).
- Autofocus feature that allows the user to focus the FlowCam automatically prior to initiating a sample run.
- VisualSpreadsheet®, the FlowCam's proprietary software, includes computer algorithms that acquire particle images, morphological information, and fluorescence data for each particle imaged. VisualSpreadsheet offers the capability of semi-automated particle identification and classification based on an image recognition algorithm that analyzes the 40+ image parameters collected on all particle images.

Unique features specific to the FlowCam 8400 model include:

- Choice of one of 3 laser wavelengths (532 nm, 488 nm, or 633 nm) and two corresponding channels of fluorescence detection, including one for chlorophyll.
- A camera triggering mechanism whereby particle fluorescence triggers the camera to record a particle image. Fluorescence-based image acquisition allows the user to isolate images of organisms containing chlorophyll and other pigments from other non-fluorescing particles that may be of no interest to the user. The FlowCam 8400 is unique in its ability to allow the user to choose to process samples in Trigger Mode (with fluorescence) or Autoimage Mode depending on what is most appropriate for the sample.

200 Enterprise Drive, Scarborough, Maine 04074 USA | www.fluidimaging.com | +1-207-289-3200



The FlowCam 8400 is the only device to provide fluorescence data along with visual imaging (color or monochrome) of particles in a continuous flow.

Should you have any questions, please do not hesitate to contact us!

Sincerely,

Savannah Judge
Aquatics Sales
Yokogawa Fluid Imaging Technologies, Inc.
200 Enterprise Dr, Scarborough, ME 04074
savannah.judge@fluidimaging.com
Office: 207-289-3200
Mobile: 508-298-9955

200 Enterprise Drive, Scarborough, Maine 04074 USA | www.fluidimaging.com | +1-207-289-3200

**RESOLUTION # 22-027
PASSAIC VALLEY WATER COMMISSION**

**AWARD PROJECT NO. 22-P-81 ENTITLED "ENGINEERING
SERVICES FOR PROJECT MANAGEMENT AND CONSTRUCTION
MANAGEMENT OF LEAD SERVICE LINE REPLACEMENT IN MAIN
SYSTEM"**

DATE OF ADOPTION: MARCH 23, 2022

Introduced by Commissioner: **VAN RENSA L I E R**

Seconded by Commissioner: **C O T T O N**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 22-P-81 "Engineering Services for Project Management and Construction Management of Lead Service Line Replacement in Main System" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary un-specifiable services) related to the Project from six (6) professional (or provider of extraordinary un-specifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for

responses for the Project, and a copy of PVWC's memorandum dated March 16, 2022 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of CDM Smith Inc. of Edison, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received March 10, 2022 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$7,500,000.00 for services related to the Project, as stipulated by the Commission in the Form of Agreement; and

WHEREAS, a copy of the Form of Agreement for Professional Services will be incorporated into the Contract, a form of which is attached hereto and made a part hereof (the "Contract") as Exhibit B; and

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

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

WHEREAS, the Response and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, PVWC's Chief Financial Officer 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 on a Take-and-Pay, Time-and-Materials basis, not to exceed \$7,500,000.00, 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 inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|---------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | X |
| DEPADUA, C. | — | — | — | X |
| LEVINE, J. | X | — | — | — |
| COTTON, R. | X | — | — | — |
| KOLODZIEJ, J. | X | — | — | — |
| VAN RENSA LIER, R. | X | — | — | — |
| SANCHEZ, R. | X | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

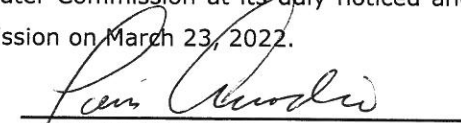


Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 22-P-81
"ENGINEERING SERVICES FOR PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT OF LEAD SERVICE LINE
REPLACEMENT IN MAIN SYSTEM"**

PVWC MEMORANDUM DATED MARCH 16, 2022

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 16, 2022

To: Hon. Commissioners

From: P. Porcaro

cc: J. Mueller
L. Bresemann
Y. Weiss

Re: Request to Award Project No. 22-P-81 "Engineering Services for Project Management and Construction Management of Lead Service Line Replacement in Main System"

Summary

It is recommended that Project No. 22-P-81 "Engineering Services for Project Management and Construction Management of Lead Service Line Replacement in Main System" (the "Project") be awarded to CDM Smith Inc. of Edison, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$7,500,000.00 as stipulated by the Commission in the Contract.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on March 10, 2022, six (6) responses were received and evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by the applicable responders for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services appears reasonable considering the nature and scope of work involved. Reimbursement will be on a Take-and-Pay, Time-and-Materials basis, not to exceed the amount set forth herein.

EVALUATION OF RESPONSES RECEIVED

| Responder | Location | Total Points⁽¹⁾ | Overall Ranking |
|-------------------------------|-----------------|-----------------------------------|------------------------|
| CDM Smith Inc. | Edison, NJ | 875 | 1 |
| Suburban | Flanders, NJ | 743 | 2 |
| H2M Associates Inc. | Parsippany, NJ | 715 | 3 |
| Remington & Vernick Engineers | Secaucus, NJ | 630 | 4 |
| CME Associates | Parlin, NJ | 500 | 5 |
| Alaimo Group | Mount Holly, NJ | 285 | 6 |

Notes: (1) Using evaluation criteria set forth in the RFP with a total possible score of 1000.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 22-P-81
"ENGINEERING SERVICES FOR PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT OF LEAD SERVICE LINE
REPLACEMENT IN MAIN SYSTEM"**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY UNSPECIFIABLE SERVICES)

PVWC'S STANDARD 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 CDM Smith Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 110 Fieldcrest Avenue, #8, 6th Floor, Edison, New Jersey 08837.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **22-P-81** entitled **Engineering Services for Project Management and Construction Management of Lead Service Line Replacement Contract in Main System** (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, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S Proposals dated March 10, 2022, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for the administration of PVWC's Contract #22-B-8, titled "Lead Service Line Replacement in the Main System," having a substantial completion date of March 28, 2025 from the time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

WHEREAS, the AGREEMENT shall also include providing additional services for performing field investigations and GIS work associated with validating PVWC customer accounts and service line material inventory and layout; and

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL not to exceed \$7,500,000.00.

PROFESSIONAL shall invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

5. PVWC will provide to PROFESSIONAL all available information, including previous reports and any other data in its possession relevant to the subject PROJECT. Further, PROFESSIONAL will be responsible for gaining access to all public and private property in connection with services to be performed for the PROJECT under GIS Support Services outside of Contract #22-B-8. CONTRACTOR shall be responsible for all customer coordination associated with Work to be performed under the Lead Service Line Replacement Contract #22-B-8.

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.

Insurance Coverages

- A. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$5,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$5,000,000 each claim / \$5,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000

F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

G. Environmental Liability (if applicable): \$5,000,000 Each Act / \$5,000,000 Aggregate

H. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate

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 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. 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.

PROFESSIONAL FIRM

Witness or Attest

Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 22-P-81

**"ENGINEERING SERVICES FOR PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT OF LEAD SERVICE LINE
REPLACEMENT IN MAIN SYSTEM"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

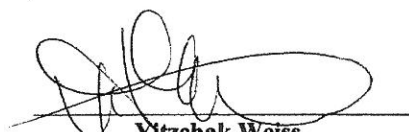
Description of Project or Contract: **Engineering Services – 22-P-81
Project Management and Construction
Management of Lead Service Line Replacement
In Main System**

Amount of Project or Contract: \$ 7,500,000.00
1. Acct: # 001-0901-419-95-46 – Capitol/Lead Service Replacements

Specific Appropriation to which expenditures will be charged: **Capital Budget
2022/2023/2024/2025**

Other Comments: (1095) Three Year Contract

Date of Certification: 03/18/2022 - \$7,500,000.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 22-026
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING THE PASSAIC VALLEY
WATER COMMISSION TO ISSUE AND EXECUTE A BOND IN
ACCORDANCE WITH THE "PASSAIC COUNTY
HIGHWAY OPENING AND USE RESOLUTION"**

DATE OF ADOPTION: MARCH 23, 2022

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: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

WHEREAS, the Passaic Valley Water Commission ("PVWC") needs to make certain repairs on roadways which are located within the boundaries of the County of Passaic and some of which are owned by the County of Passaic; and

WHEREAS, on December 30, 2015 the Passaic County Board of Chosen Freeholders adopted a "Passaic County Highway Opening and Use Resolution" requiring all Local Units to comply with certain requirements before making any repairs to a County road, and a copy of the said resolution is on file and available for inspection in the Office of PVWC's Administrative Secretary; and

WHEREAS, in accordance with the above requirements and prior to undertaking any repairs, a Performance Bond in the amount of \$100,000.00 over a period of two (2) years must be posted with Passaic County to insure that the said roadways will be properly excavated and restored, and a Certificate of Insurance must also be provided to the County of Passaic by no later than April 1, 2022; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit B; and

WHEREAS, a copy of the County of Passaic's correspondence dated February 28, 2022, along with a copy of the required Certificate

of Insurance naming the County of Passaic as a Certificate Holder, and the form of Performance Bond, are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Passaic County Board of Chosen Freeholders have indicated that they will accept a municipality's own Bond in lieu of a Bond issued by a Surety Bonding Company; and

WHEREAS, the Commissioners of PVWC desire to satisfy this requirement in order to undertake all necessary roadway repairs;

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

1. The Commissioners of PVWC hereby authorize the issuance and execution of a Performance Bond in the amount of \$100,000.00.
2. That the appropriate officials of PVWC are hereby authorized to execute any and all instruments relating hereto and that a copy of this Resolution, along with the Performance Bond and Certification of Insurance, be forwarded to the Passaic County Board of Chosen Freeholders.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|------------|------------|----------------|---------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ



Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**COUNTY OF PASSAIC'S CORRESPONDENCE
DATED FEBRUARY 28, 2022**

**REQUIRED CERTIFICATE OF INSURANCE AND
PERFORMANCE BOND**

EXHIBIT A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that the PASSAIC VALLEY WATER COMMISSION, a body politic and corporate of the State of New Jersey, is held and firmly bound unto the COUNTY OF PASSAIC, a body politic and corporate of the State of New Jersey, in a sum not exceeding One Hundred Thousand Dollars (\$100,000.00), lawful money of the United States of America, to be paid to the said COUNTY OF PASSAIC, or to its certain attorney, successors or assigns, for which payment well and truly to be made, it binds itself and its successors firmly by these presents.

WITNESS and duly attested this twenty third day of March, 2022, by appropriate and authorized representatives of the PASSAIC VALLEY WATER COMMISSION.

THE CONDITION OF THIS OBLIGATION is such that if the above-named PASSAIC VALLEY WATER COMMISSION shall well and properly excavate and restore, at its expense, the surface and foundation of any road, street or highway of the said COUNTY OF PASSAIC for which an opening permit is issued to it, shall maintain the same in proper condition for a period of two (2) years from the date of approval of such completed work by the Passaic County Road Supervisor in accordance with any and all applicable and lawful provisions of the "Passaic County Highway Opening and Use Resolution" adopted December 30, 2015 as may be amended from time-to-time, when this obligation shall be void, otherwise it shall remain in full force and effect.

THIS PERFORMANCE BOND is filed with the County of Passaic in accordance with the requirements of the aforesaid Resolution and in lieu of any and all security deposits otherwise required thereunder.

THIS PERFORMANCE BOND supersedes and cancels any street opening bonds of earlier date which may be on file with the COUNTY OF PASSAIC.

PASSAIC VALLEY WATER COMMISSION

Attest: _____
RUBY N. COTTON
Secretary

By: _____
RIGOBERTO SANCHEZ
President

STATE OF NEW JERSEY:

:SS.:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **Execute Bond in Accordance with the
"Passaic County Highway Opening and
Use Resolution"**

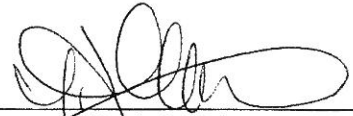
Amount of Project or Contract: \$ 100,000.00

1. Acct: # 001-0901-419-95-49 /Capitol – Road Restoration

Specific Appropriation to which expenditures will be charged: Capital Budget
2022/2023/2024

Other Comments: (730 Days) Two Year – Performance Bond

Date of Certification: 03/18/2022 - \$100,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 22-025
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE CITY OF CLIFTON FOR FIRE HYDRANT TESTING AND
INSPECTION SERVICES OF THE WATER DISTRIBUTION SYSTEM**

DATE OF ADOPTION: MARCH 23, 2022

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: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

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

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

WHEREAS, PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the City to provide fire hydrant testing and inspection services of the water distribution system in the amount of \$842,000.00 over a period of five (5) years, as set forth in the Agreement; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or

municipality, or any board, body, office, agency, or authority thereof, and PVWC and the City are such entities; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit B; and

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|-----------------|------------|----------------|-----------------|
| FRIEND, G. | ___ | ___ | ___ | <u>X</u> |
| DEPADUA, C. | ___ | ___ | ___ | <u>X</u> |
| LEVINE, J. | <u>X</u> | ___ | ___ | ___ |
| COTTON, R. | <u>X</u> | ___ | ___ | ___ |
| KOLODZIEJ, J. | <u>X</u> | ___ | ___ | ___ |
| VAN RENSALIER, R. | <u>X</u> | ___ | ___ | ___ |
| SANCHEZ, R. | <u>X</u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

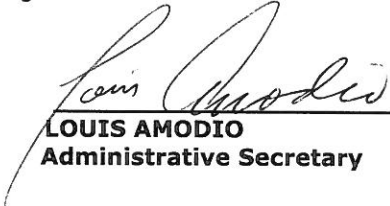


Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF CLIFTON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM

EXHIBIT A

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

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the City of Clifton with its principal offices located at 900 Clifton Avenue, Clifton, New Jersey 07013, which city is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" (Commission and City are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

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

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

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

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

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

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

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 101 Definitions

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

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

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or

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

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

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

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

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

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

SECTION 102 Miscellaneous

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

ARTICLE II
SCOPE OF SERVICES

SECTION 201 Services

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

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

Fire hydrant inspection and testing procedures shall be as follows:

- a) All City personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) The City will be given access to PVWC's GIS-based electronic reporting program and shall enter all hydrant testing and inspection reports directly into this program.
- c) The City shall designate qualified and competent City personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):
 - 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
 - 2) Remove any foliage and/or weeds that impede access to the hydrant.
 - 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed. Under no circumstances shall the City be authorized to flow any hydrant during the testing and inspection program.
 - 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.

- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
 - 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
 - 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
 - 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
 - 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
 - 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
 - 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
 - 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report. Said report will be automatically uploaded to the PVWC GIS database.
- e) The City, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
 - f) The City, and its employees, servants, agents, or other representatives, shall not flow hydrants.
 - g) During normal business hours, questions can be directed to the Commission's Distribution Department, at 973-340-4300 or CustomerService@PVWC.com.
 - h) The City shall provide services of City's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the City is properly performing and documenting hydrant testing and inspections.

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

SECTION 202 Reports

The City shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the forms located within PVWC's GIS-based electronic reporting program.

SECTION 203 Customer Inquiry Services

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

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

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

SECTION 302 Term of Agreement

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

ARTICLE IV

RESPONSIBILITIES OF THE CITY AND COMPENSATION

SECTION 401 City Responsibilities

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

SECTION 402 Payments to the City

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

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

a) Clifton: \$168,400 per year⁽¹⁾ which equates to \$84,200 per inspection cycle⁽¹⁾

Paterson and Passaic are paying the following based on the same unit pricing as Clifton:

b) Paterson: \$198,900 per year⁽¹⁾ which equates to \$99,450 per inspection cycle⁽¹⁾

c) Passaic: \$69,500 per year⁽¹⁾ which equates to \$34,750 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 1,684 hydrants in Clifton, 695 hydrants in Passaic, 1,989 hydrants in Paterson, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by City's supervisory personnel. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the City to the Commission, except that the said total amounts per year (and per inspection cycle) will not be increased for more than one inspection per hydrant per inspection cycle per year, except as otherwise may be agreed to and approved in writing by the Commission beforehand.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Services rendered by the City under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

ARTICLE V AFFIRMATIVE ACTION REQUIREMENTS

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

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

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, 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 provisions of this nondiscrimination clause.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, 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.

The contractor or subcontractor agrees to revise any of 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 applicable Federal law and applicable Federal court decisions.

In conforming with the targeted 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, race, 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.

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION 502 Incorporation of Legal Requirements

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

**ARTICLE VI
INSURANCE REQUIREMENTS**

SECTION 601 Comprehensive General Liability Insurance

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

SECTION 602 Automobile Liability Insurance

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

* The Parties acknowledge that the City is insured through the Municipal Joint Insurance Fund.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701 Default by Any Party

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

SECTION 702 Obligation to Perform

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

SECTION 703 Non-Waiver

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

**ARTICLE VIII
TERMINATION**

SECTION 801 Termination

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

**ARTICLE IX
EVENT OF FORCE MAJEURE**

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the City or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE X
INDEMNIFICATION**

SECTION 1001 Indemnification

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

**ARTICLE XI
ASSIGNMENT AND DELEGATION**

SECTION 1101 Assignment and Delegation

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

**ARTICLE XII
MISCELLANEOUS**

SECTION 1201 Governing Law

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

SECTION 1202 Arbitration

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

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

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

* Except that the Lease Agreement Regarding Municipal Water System Dated March 1997 between the Parties hereto shall remain in full force and effect.

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

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

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

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

ATTEST:

[Seal]

CITY OF CLIFTON

By: _____

DOMINICK VILLANO
City Manager

By: _____

JAMES ANZALDI
Mayor

ATTEST:

[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

LOUIS AMODIO
Administrative Secretary

By: _____

RIGOBERTO SANCHEZ
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT
WITH THE CITY OF CLIFTON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Interlocal Government Services Agreement for Hydrant Inspection (**City of Clifton**) for the Calendar Years 2022, 2023, 2024, 2025 and 2026

Amount of Project or Contract: \$168,400.00 Yearly for a Total of \$842,000.00

1. Acct: # 001-3002-424-72-07 Hydrant Repairs

Other comments:

Date of Certification: March 18, 2022



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 22-024
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE CITY OF PASSAIC FOR FIRE HYDRANT TESTING AND
INSPECTION SERVICES OF THE WATER DISTRIBUTION SYSTEM**

DATE OF ADOPTION: MARCH 23, 2022

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: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

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

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

WHEREAS, PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the City to provide fire hydrant testing and inspection services of the water distribution system in the amount of \$347,500.00 over a period of five (5) years, as set forth in the Agreement; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or

municipality, or any board, body, office, agency, or authority thereof, and PVWC and the City are such entities; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit B; and

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|-----------------|------------|----------------|-----------------|
| FRIEND, G. | — | — | — | <u>X</u> |
| DEPADUA, C. | — | — | — | <u>X</u> |
| LEVINE, J. | <u>X</u> | — | — | — |
| COTTON, R. | <u>X</u> | — | — | — |
| KOLODZIEJ, J. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ




Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF PASSAIC FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

EXHIBIT A

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

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the City of Passaic with its principal offices located at 330 Passaic Street, Passaic, New Jersey 07055, which city is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" (Commission and City are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

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

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

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

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

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

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

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 101 Definitions

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

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

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or

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

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

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

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

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

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

SECTION 102 Miscellaneous

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

ARTICLE II
SCOPE OF SERVICES

SECTION 201 Services

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

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

Fire hydrant inspection and testing procedures shall be as follows:

- a) All City personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) The City will be given access to PVWC's GIS-based electronic reporting program and shall enter all hydrant testing and inspection reports directly into this program.
- c) The City shall designate qualified and competent City personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):
 - 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
 - 2) Remove any foliage and/or weeds that impede access to the hydrant.
 - 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed. Under no circumstances shall the City be authorized to flow any hydrant during the testing and inspection program.
 - 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.

- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
 - 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
 - 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
 - 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
 - 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
 - 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
 - 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
 - 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report. Said report will be automatically uploaded to the PVWC GIS database.
- e) The City, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
 - f) The City, and its employees, servants, agents, or other representatives, shall not flow hydrants.
 - g) During normal business hours, questions can be directed to the Commission's Distribution Department, at 973-340-4300 or CustomerService@PVWC.com.
 - h) The City shall provide services of City's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the City is properly performing and documenting hydrant testing and inspections.

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

SECTION 202 Reports

The City shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the forms located within PVWC's GIS-based electronic reporting program.

SECTION 203 Customer Inquiry Services

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

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

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

SECTION 302 Term of Agreement

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

ARTICLE IV

RESPONSIBILITIES OF THE CITY AND COMPENSATION

SECTION 401 City Responsibilities

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

SECTION 402 Payments to the City

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

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

a) Passaic: \$69,500 per year⁽¹⁾ which equates to \$34,750 per inspection cycle⁽¹⁾

Clifton and Paterson are paying the following based on the same unit pricing as Passaic:

b) Paterson: \$198,900 per year⁽¹⁾ which equates to \$99,450 per inspection cycle⁽¹⁾

c) Clifton: \$168,400 per year⁽¹⁾ which equates to \$84,200 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 695 hydrants in Passaic, 1,989 hydrants in Paterson, 1,684 hydrants in Clifton, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by City's supervisory personnel. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the City to the Commission, except that the said total amounts per year (and per inspection cycle) will not be increased for more than one inspection per hydrant per inspection cycle per year, except as otherwise may be agreed to and approved in writing by the Commission beforehand.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Services rendered by the City under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

ARTICLE V

AFFIRMATIVE ACTION REQUIREMENTS

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

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

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, 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 provisions of this nondiscrimination clause.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, 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.

The contractor or subcontractor agrees to revise any of 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 applicable Federal law and applicable Federal court decisions.

In conforming with the targeted 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, race, 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.

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION 502 Incorporation of Legal Requirements

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

**ARTICLE VI
INSURANCE REQUIREMENTS**

SECTION 601 Comprehensive General Liability Insurance

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

SECTION 602 Automobile Liability Insurance

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

* The Parties acknowledge that the City is insured through the Municipal Joint Insurance Fund.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701 Default by Any Party

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

SECTION 702 Obligation to Perform

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

SECTION 703 Non-Waiver

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

**ARTICLE VIII
TERMINATION**

SECTION 801 Termination

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

**ARTICLE IX
EVENT OF FORCE MAJEURE**

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the City or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE X
INDEMNIFICATION**

SECTION 1001 Indemnification

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

ARTICLE XI
ASSIGNMENT AND DELEGATION

SECTION 1101 Assignment and Delegation

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

ARTICLE XII
MISCELLANEOUS

SECTION 1201 Governing Law

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

SECTION 1202 Arbitration

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

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

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

* Except that the Lease Agreement Regarding Municipal Water System Dated March 1997 between the Parties hereto shall remain in full force and effect.

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

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

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

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

ATTEST:

[Seal]

CITY OF PASSAIC

By: _____

AMADA CURLING
City Clerk

By: _____

HECTOR CARLOS LORA
Mayor

ATTEST:

[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

LOUIS AMODIO
Administrative Secretary

By: _____

RIGOBERTO SANCHEZ
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT
WITH THE CITY OF PASSAIC FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM
PVWC'S FINANCIAL CERTIFICATION
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Interlocal Government Services Agreement for Hydrant Inspection (City of Passaic) for the Calendar Years 2022, 2023, 2024, 2025 and 2026

Amount of Project or Contract: \$69,500.00 Yearly for a Total of \$347,500.00

1. Acct: # 001-3002-424-72-07 Hydrant Repairs

Other comments:

Date of Certification: March 18, 2022



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION NO. 22-023
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE CITY OF PATERSON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

DATE OF ADOPTION: MARCH 23, 2022

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: **VAN RENSA LIER**

Seconded by Commissioner: **COTTON**

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

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

WHEREAS, PVWC and the City have determined that the public health, safety, and welfare of the Customers of PVWC and the residents of the City can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, for the City to provide fire hydrant testing and inspection services of the water distribution system in the amount of \$994,500.00 over a period of five (5) years, as set forth in the Agreement; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or

municipality, or any board, body, office, agency, or authority thereof, and PVWC and the City are such entities; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose, and said certificate is included herewith and made a part hereof as Exhibit B; and

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

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

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

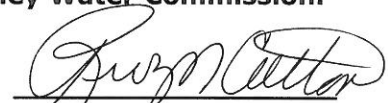
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

| | AYE | NAY | ABSTAIN | ABSENT |
|--------------------------|--------------|------------|----------------|---------------|
| FRIEND, G. | ___ | ___ | ___ | <u> X </u> |
| DEPADUA, C. | ___ | ___ | ___ | <u> X </u> |
| LEVINE, J. | <u> X </u> | ___ | ___ | ___ |
| COTTON, R. | <u> X </u> | ___ | ___ | ___ |
| KOLODZIEJ, J. | <u> X </u> | ___ | ___ | ___ |
| VAN RENSALIER, R. | <u> X </u> | ___ | ___ | ___ |
| SANCHEZ, R. | <u> X </u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ



Secretary
RUBY N. COTTON

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 March 23, 2022.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF PATERSON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION
FORM OF SHARED SERVICES AGREEMENT
WITH THE CITY OF PATERSON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM

EXHIBIT A

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

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the City of Paterson with its principal offices located at 155 Market Street, Paterson, New Jersey 07505-1408, which city is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "City" (Commission and City are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

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

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

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

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

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

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

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the City and the Commission, each for itself, its legal successors and assigns, if any, do mutually covenant, promise and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 101 Definitions

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

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

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or
- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or

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

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

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

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

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

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

SECTION 102 Miscellaneous

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

ARTICLE II
SCOPE OF SERVICES

SECTION 201 Services

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

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

Fire hydrant inspection and testing procedures shall be as follows:

- a) All City personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) The City will be given access to PVWC's GIS-based electronic reporting program and shall enter all hydrant testing and inspection reports directly into this program.
- c) The City shall designate qualified and competent City personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):
 - 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
 - 2) Remove any foliage and/or weeds that impede access to the hydrant.
 - 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed. Under no circumstances shall the City be authorized to flow any hydrant during the testing and inspection program.
 - 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.

- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
 - 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
 - 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
 - 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
 - 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
 - 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
 - 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
 - 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report. Said report will be automatically uploaded to the PVWC GIS database.
- e) The City, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
 - f) The City, and its employees, servants, agents, or other representatives, shall not flow hydrants.
 - g) During normal business hours, questions can be directed to the Commission's Distribution Department, at 973-340-4300 or CustomerService@PVWC.com.
 - h) The City shall provide services of City's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the City is properly performing and documenting hydrant testing and inspections.

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

SECTION 202 Reports

The City shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the forms located within PVWC's GIS-based electronic reporting program.

SECTION 203 Customer Inquiry Services

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

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

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

SECTION 302 Term of Agreement

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

ARTICLE IV

RESPONSIBILITIES OF THE CITY AND COMPENSATION

SECTION 401 City Responsibilities

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

SECTION 402 Payments to the City

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

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

a) Paterson: \$198,900 per year⁽¹⁾ which equates to \$99,450 per inspection cycle⁽¹⁾

Clifton and Passaic are paying the following based on the same unit pricing as Paterson:

b) Clifton: \$168,400 per year⁽¹⁾ which equates to \$84,200 per inspection cycle⁽¹⁾

c) Passaic: \$69,500 per year⁽¹⁾ which equates to \$34,750 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 1,989 hydrants in Paterson, 1,684 hydrants in Clifton, 695 hydrants in Passaic, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by City's supervisory personnel. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the City to the Commission, except that the said total amounts per year (and per inspection cycle) will not be increased for more than one inspection per hydrant per inspection cycle per year, except as otherwise may be agreed to and approved in writing by the Commission beforehand.

The Parties acknowledge the reasonableness of the assumptions made in Article II and payments of the amounts stipulated in this Article IV, which amounts shall be considered as full compensation for applicable Services rendered by the City under this Agreement. Adjustments shall be made by the Commission to compensation levels, within the constraints set forth hereinabove, to the extent that the actual number of hydrants differs from the stipulated quantities of hydrants set forth hereinabove as verified by the Commission on an annual basis, as of January 1 of each year.

ARTICLE V AFFIRMATIVE ACTION REQUIREMENTS

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

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

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, 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 provisions of this nondiscrimination clause.

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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, 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.

The contractor or subcontractor agrees to revise any of 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 applicable Federal law and applicable Federal court decisions.

In conforming with the targeted 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, race, 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.

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; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

SECTION 502 Incorporation of Legal Requirements

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

**ARTICLE VI
INSURANCE REQUIREMENTS**

SECTION 601 Comprehensive General Liability Insurance

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

SECTION 602 Automobile Liability Insurance

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

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

* The Parties acknowledge that the City is insured through the Municipal Joint Insurance Fund.

**ARTICLE VII
DEFAULT AND REMEDIES**

SECTION 701 Default by Any Party

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

SECTION 702 Obligation to Perform

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

SECTION 703 Non-Waiver

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

**ARTICLE VIII
TERMINATION**

SECTION 801 Termination

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

**ARTICLE IX
EVENT OF FORCE MAJEURE**

SECTION 901 Event of Force Majeure

1. If by reason of any Event of Force Majeure, any Party shall be rendered unable wholly, or in part, to satisfy its obligations under this Agreement, and further, if the Party alleging the Event of Force Majeure shall give notice and full particulars of such Event of Force Majeure in writing to the other Party hereto within a reasonable time after occurrence of the event or cause relied upon, then the obligation of the Party giving such notice, to the extent affected by such Event of Force Majeure, shall be suspended or modified during the continuance of the inability to perform, or fully perform, then claimed. Any Party so affected shall use its best efforts to overcome such Event of Force Majeure with all reasonable dispatch.
2. An Event of Force Majeure, during which the initiation of performance of Services under this Agreement is prevented for more than ninety (90) days from the Effective Date of the Agreement, will justify termination of the Agreement. Similarly, an Event of Force Majeure which terminates the Commission's management and control of the System would justify termination of this Agreement.
3. An Event of Force Majeure which causes a material impact to the performance of Services by the City or which materially impacts the terms, conditions and obligations affecting performance of either Party will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE X
INDEMNIFICATION**

SECTION 1001 Indemnification

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

**ARTICLE XI
ASSIGNMENT AND DELEGATION**

SECTION 1101 Assignment and Delegation

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

**ARTICLE XII
MISCELLANEOUS**

SECTION 1201 Governing Law

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

SECTION 1202 Arbitration

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

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

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

* Except that the Lease Agreement Regarding Municipal Water System Dated March 1997 between the Parties hereto shall remain in full force and effect.

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

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

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

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

ATTEST:

[Seal]

CITY OF PATERSON

By: _____

SONIA GORDON
Municipal Clerk

By: _____

ANDRÉ SAYEGH
Mayor

ATTEST:

[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

LOUIS AMODIO
Administrative Secretary

By: _____

RIGOBERTO SANCHEZ
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT
WITH THE CITY OF PATERSON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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


Description of Project or Contract: Interlocal Government Services Agreement for Hydrant Inspection (**City of Paterson**) for the Calendar Years 2022, 2023, 2024, 2025 and 2026

Amount of Project or Contract: \$198,900.00 Yearly for a Total of \$994,500.00

1. Acct: # 001-3002-424-72-07 Hydrant Repairs

Other comments:

Date of Certification: March 18, 2022


Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb
