



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #24-1

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 24, 2024

INTRODUCED BY COMMISSIONER: RIGO SANCHEZ

SECOND BY COMMISSIONER: JOSEPH KOLODZIEJ

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

On the Fourth Wednesday of every month, Except for November which will be held on the Fourth Monday, and December which will be held on the Third Wednesday or as otherwise scheduled; and

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

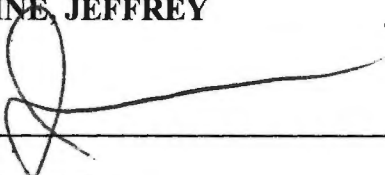
BE IT FURTHER RESOLVED That Workshop sessions, where deemed necessary, will be

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

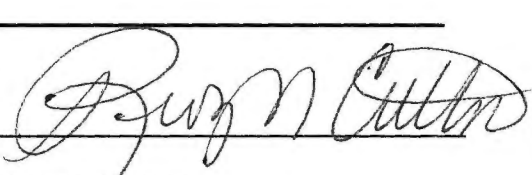
BE IT FURTHER RESOLVED, all meetings will be held at 1525 Main Ave., Clifton, N.J.,

ADOPTED, on call of roll, Ayes:

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, RON	<u>X</u>			
COTTON, RUBY N.	<u>X</u>			
DEPADUA, CARMEN				<u>X</u>
KOLODZIEJ, JOSEPH	<u>X</u>			
SANCHEZ, RIGO	<u>X</u>			
GERALD FRIEND	<u>X</u>			
LEVINE, JEFFREY	<u>X</u>			



PRESIDENT
JEFFREY LEVINE



SECRETARY
RUBY N. COTTON



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 24, 2024.


LOUIS AMODIO
Administrative Secretary

RESOLUTION #24- 002
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: January 24, 2024

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

Introduced by Commissioner **RIGO SANCHEZ**;

Seconded by Commissioner **JOSEPH KOLODZIEJ**.

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

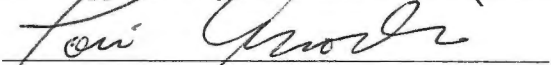
WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

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

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

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

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


(Secretary's Signature)

1/24/2024
(Date)

Governing Body	Recorded Vote			
Member:	Aye	Nay	Abstain	Absent
Friend, Gerald	x			
DePadua, Carmen				
Levine, Jeffrey	x			
Kolodziej, Joe	x			
Van Rensalier, Ron	x			
Cotton, Ruby	x			
Sanchez, Rigo	x			

**This is to certify the within is a true and
Correct copy of action taken by the Board of Passaic
Valley Water Commission at its Reorganization
Meeting held January 24, 2024.**



Louis Amodio, Administrative Secretary

RESOLUTION #24-003

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
Adopted: January 24, 2024

INTRODUCED BY COMMISSIONER **RIGO SANCHEZ**;

SECOND BY COMMISSIONER **JOSEPH KOLODZIEJ**:

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

Capital One Bank	Kearny Bank
Crown Bank	M & T Bank
Investors (Citizens Bank)	Valley Bank
First Commerce Bank	Bank of America
Peapack-Gladstone Bank	Popular Bank
Blue Foundry Bank	Union County Bank

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

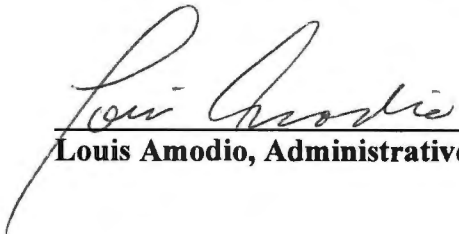
Hon. Gerald G. Friend	Hon. Joe Kolodziej
Hon. Jeff Levine	Hon. Ruby Cotton
Hon. Rigo Sanchez	Hon. Ron Van Rensalier
Hon. Carmen DePadua	

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

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

Governing Body			Recorded Vote	
Member:	Aye	Nay	Abstain	Absent
Friend, Gerald	<u>x</u>			
DePadua, Carmen				<u>x</u>
Levine, Jeffrey	<u>x</u>			
Kolodziej, Joe	<u>x</u>			
Van Rensalier, Ron	<u>x</u>			
Cotton, Ruby	<u>x</u>			
Sanchez, Rigo	<u>x</u>			

**This is to certify the within is a true and
Correct copy of action taken by the Board of Passaic
Valley Water Commission at its Reorganization
Meeting held January 24, 2024.**



Louis Amodio, Administrative Secretary

RESOLUTION #24 - 004

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: January 24, 2024

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

Introduced by Commissioner; **RIGO SANCHEZ**

Seconded by Commissioner **JOSEPH KOLODZIEJ**.

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

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

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

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

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

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

Whereas, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to \$10,000,000;

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

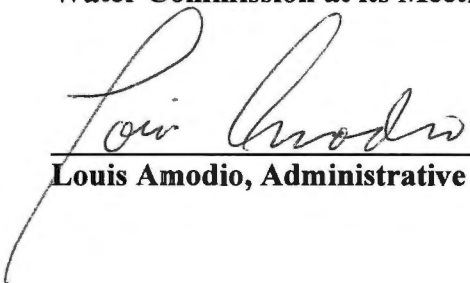
That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies and entities outlined in LFN 2017-24 which have (A) a final maturity date that is not longer than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

and bonds, so that no more than \$10,000,000 of PVWC funds be invested at any time in any one note or bond.

Record of Commission vote on final passage:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Friend, Gerald	x			
DePadua, Carmen				x
Levine, Jeffrey	x			
Kolodziej, Joe	x			
Van Rensalier, Ron	x			
Cotton, Ruby	x			
Sanchez, Rigo	x			

This is to certify the within is a true and correct
copy of action taken by the Board of Passaic Valley
Water Commission at its Meeting held January 24, 2024.



Louis Amodio, Administrative Secretary

**RESOLUTION NO. 23-005
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION FOR DESIGNATING ITS PUBLIC AGENCY COMPLIANCE
OFFICER (P.A.C.O)**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

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

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

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

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

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

WHEREAS, PVWC hereby designates Lisa Bresemann to serve as PVWC's Public Agency Compliance Officer; and

WHEREAS, the electronic form entitled "Designation of Public Agency Compliance Officer ("P.A.C.O.") located on the State agency website at https://www.state.nj.us/treasury/assets/contact/contract_compliance/conta

ct-contract_compliance-paco.shtml will be e-filed with the State of New Jersey, Department of the Treasury, Public Contracts Equal Employment Opportunity Compliance Monitoring Program;

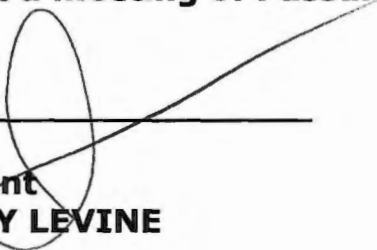
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. That Lisa Bresemann is hereby appointed to serve as Public Agency Compliance Officer for PVWC, and
- 2. That the Administrative Secretary of PVWC shall attest to the appointment and such officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
- 3. That a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

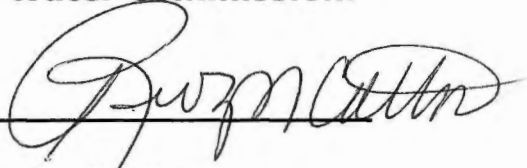
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

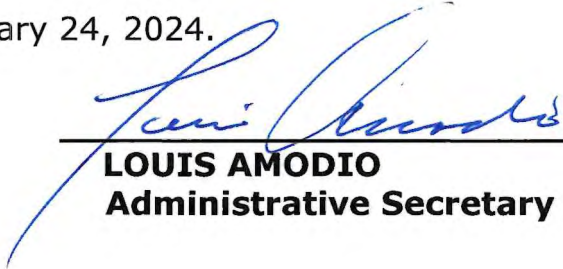


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

Amodio, Louis

From: Bresemann, Lisa
Sent: Wednesday, January 31, 2024 10:22 AM
To: Amodio, Louis
Subject: Fw: Public Agency Compliance Officer (P.A.C.O) – Information Updated

As you requested.

Regards,

Lisa Bresemann
Purchasing Agent

From: CentralFormsRepositorySystem@treas.nj.gov <CentralFormsRepositorySystem@treas.nj.gov>
Sent: Wednesday, January 3, 2024 5:30 PM
To: Bresemann, Lisa <lbresemann@PVWC.com>
Subject: Public Agency Compliance Officer (P.A.C.O) – Information Updated

Dear Agency,

Thank you for your information with the State of New Jersey. Your informaiton is updated in our system.

Please do not reply to this email, the email account is not monitored.

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RESOLUTION NO. 24-006

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 23-PA-08 ENTITLED
"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 23-PA-08 entitled "Public Auditor" (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 unspecifiable services) related to the Project from one (1) professional (or provider of extraordinary unspecifiable services) provider; 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

WHEREAS, based on the said evaluation of the responses received, the firm of **Wielkotz & Company, LLC** of Pompton Lakes, 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 January 9th 2024 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$47,250.00 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the 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 a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and

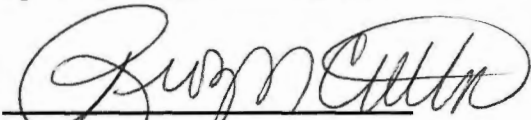
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

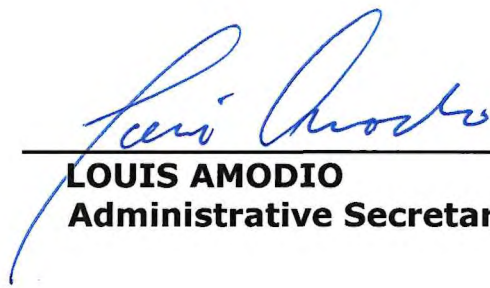

President
JEFFREY LEVINE


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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES (OR EXTRAORDINARY
UNSPECIFIABLE SERVICES)

APPENDIX C

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____ 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 Wielkottz & Company, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 401 Wanaque Avenue, in the Borough of Pompton Lakes, County of Passaic and State of New Jersey.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 23-PA-08** entitled **Professional Services for Public Auditor** (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 of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated January 4, 2024, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for a **one-year period of time** commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and

other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents, and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS not to exceed **\$47,250.00**.

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, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$1,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 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: \$1,000,000 each claim/ \$1,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000

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 QUALIFICATIONS.

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

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

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

Weilkotz & Company

Witness or Attest

Secretary

(Seal)

Passaic Valley Water Commission

Witness or Attest

Louis Amodio
Administrative Secretary

President

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: Project No. 23-PA-08
 "Professional Services for Public Auditor"
 Wielkottz & Company

Amount of Project or Contract:

\$47,250.00 – Project No. 23-PA-08

1. Acct: # 001-0901-419-32-01 Professional Services-
Accounting/Auditing Fees
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2023

Amount Certified: \$47,250.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-007

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 23-PA-10 ENTITLED
"RISK MANAGER SERVICES"**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 23-PA-10 entitled "Risk Manager Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); 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 unspecifiable services) related to the Project from two (2) professional (or provider of extraordinary unspecifiable 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

WHEREAS, based on the said evaluation of the responses received, the firm of **Brown and Brown Insurance** of Roseland, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received January 9, 2024 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$15,000.00 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the 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 a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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

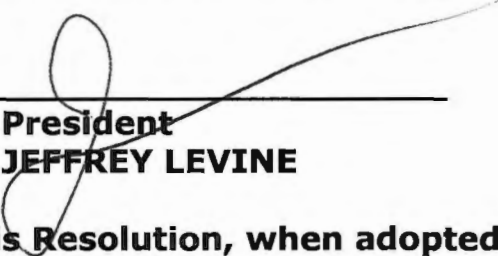
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and

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

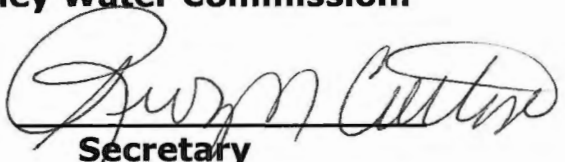
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

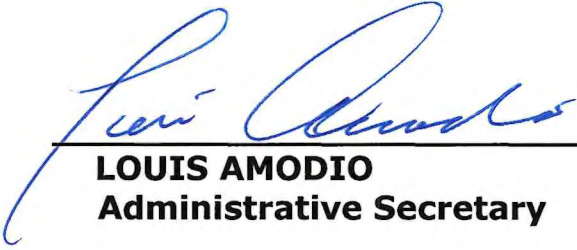


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Brown and Brown Metro, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 56 Livingston Avenue, Suite 230, Roseland, NJ 07068.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 23-PA-10** entitled "**Risk Manager Services**" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, 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 proposal dated January 2, 2024, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a one-year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical

accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the PROPOSAL. 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, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

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

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

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if

appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 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: \$1,000,000 each claim / \$2,000,000 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)

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.

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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.

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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.

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

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: Project No. 23-PA-10
 "Risk Manager Services"
 Brown and Brown Metro, LLC

Amount of Project or Contract:

\$15,000.00 – Project No. 23-PA-10

1. Acct: # 001-001-0901-419-30-04 – Professional Services
2. Specific Appropriation to which expenditures will be charged:
 BUDGET 2024

Other comments: Professional Services

Date of Certification: 1/24/2024

Amount Certified: \$15,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-008

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 23-PA-12 ENTITLED
"PROFESSIONAL SECURITY SERVICES"**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 23-PA-12 entitled "Professional Security Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); 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 three (3) 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

WHEREAS, based on the said evaluation of the responses received, the firm of **Allied Universal Security Services** of Lyndhurst, 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 January 9th 2024 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$476,207.70 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the 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 a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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

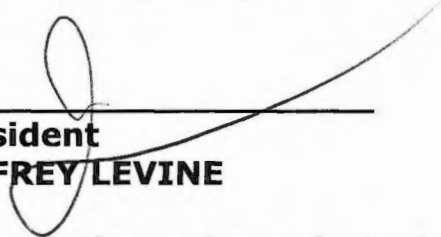
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and

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

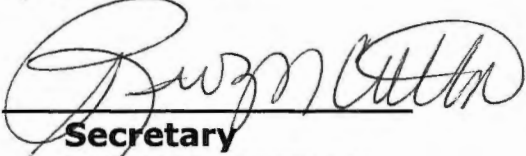
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	___	___	___	___
DEPADUA, C.	___	___	___	___
LEVINE, J.	___	___	___	___
COTTON, R.	___	___	___	___
KOLODZIEJ, J.	___	___	___	___
VAN RENSALIER, R.	___	___	___	___
SANCHEZ, R.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE




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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT FOR PROFESSIONAL SECURITY SERVICES

This Agreement (hereinafter the "Agreement"), made and entered into as of this _____ day of January 20, 2024, by and between Passaic Valley Water Commission, (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and Universal Protection Service, LLC dba Allied Universal Security Services located at 50 Park Place, Newark, New Jersey 07102, (hereinafter "Professional") is for **Project 23-PA-12 "Professional Security Services"** for the provision of security-related services associated with PVWC's security programs (hereinafter "Services").

WHEREAS, PVWC desires to contract with the Professional for the provision of Services by specially assigned Professional's Employees to provide regular patrol and other Services with respect to PVWC's operations at its various facilities in order to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

WHEREAS, the Services are separate and apart, and in addition to, any such other services that may be provided by the Professional to other residents, taxpayers and citizens, and separate and apart, and in addition to, that which is provided by the municipalities in which PVWC's facilities are located; and

WHEREAS, the program objective is for the Professional's Office to provide comprehensive, quality security to all PVWC employees, properties, and facilities through both active/physical checks and passive surveillance, alarm monitoring, and methods and other appropriate means; and

WHEREAS, to accomplish this, there will be manpower deployment for twenty-four (24) hour coverage, seven (7) days a week throughout the term of the Agreement;

NOW THEREFORE BE IT RESOLVED: that PVWC and the Professional agree, as follows:

1. Staffing

In order to provide the essential Services required by PVWC, an armed Professional's Employees (armed retired police or retired military personnel with an open-carry permit) shall be assigned 24/7 to patrol PVWC properties. Additionally, an armed Professional's Employee shall be assigned from 10am to 10pm to patrol PVWC properties. These personnel will be provided Sunday through Saturday. Professional's Employees assigned to Patrol will be available for security checks and will respond to calls to PVWC properties.

These personnel shall be able to pass background and criminal history checks as well as periodic drug tests to the extent permissible under applicable law. Their activities will be monitored and supervised by the Professional's Patrol Supervisor.

The Professional shall provide supervision of the Professional's Employees and all equipment and materials necessary to perform security duties and crime prevention at all PVWC facilities in accordance herewith.

PVWC may decline an assigned Professional's Employee, based on competent evidence, which has been presented to the Professional's Office, and substantiated through an investigation, that the Employee has not met PVWC's reasonable performance expectations. The Professional will take the concerns of PVWC and its management under consideration, concerning the staffing of Employees, but he retains the final right of assignment, which shall be reasonably exercised in the context of this Agreement.

To ensure continuity of effective service, the Professional's Office will identify Professional's Employees to be assigned on a steady basis. These Employees will receive training specific to problems encountered at PVWC's facilities. Periodic training needs will be identified and coordinated with PVWC. It is hereby agreed that there will be periodic rotation of Professional's Employees in accordance with the Professional's Office established policies.

2. Deployment

Assigned Professional's Employees will constantly patrol the grounds, both inside and out, of all the structures and including perimeter patrols at the main plant, as well as PVWC's other properties and facilities.

One of the patrol personnel may be assigned to man the guardhouse located at the Union Ave entrance to the main treatment plant on an as needed basis. This Security Guard will be responsible for monitoring all incoming and out-going traffic at the plant. The Security Guard will issue temporary ID's to visitors as well as monitor the security cameras, and will also maintain daily logs of all property/facility checks, all incoming calls received at the guardhouse and all the visitors and deliveries to the plant.

One of the patrol personnel shall be assigned to man the billing counter located at the 1525 Main Avenue entrance from 4:30 to 6:30 pm.

The Professional's Patrol Supervisor shall ensure a coordinated effort is maintained, encompassing the personnel assigned to patrol PVWC properties.

Personnel coverage shall not be diminished for vacations or other time off of the assigned personnel, rather whenever necessary to ensure the indicated minimum coverage, the Professional Patrol Supervisor shall assign additional Professional's Employees to cover the post(s).

3. Term

The Term of the Agreement shall be for a period of twelve (12) months, commencing as of the day and year first written above, or as otherwise agreed upon in writing by the Parties, or the date on which this Agreement has been signed and fully executed by both Parties, whichever is later.

4. Communications

A. The Professional agrees that PVWC will have unrestricted access to all information which in any way deals with criminal activity in any of the PVWC's facilities to the extent permitted by law. It is further agreed that the Professional's Office will provide to the PVWC, to the extent permissible by law, copies of such incident reports, arrest reports (if applicable) or other documents which document or substantiate actual or potential criminal activity in or connected with the facilities or activities or business of PVWC. This information will be provided at no cost by the Professional's Office on a regular basis.

B. Reporting: The Professional's Office will maintain data regarding calls for service, property/facility checks, incidents, arrests (if applicable) or criminal investigations and other pertinent information. This information shall be presented by the Professional to PVWC's designated representative when requested.

C. Forms: The Professional's Office will require all Professional's Employees to complete a daily log of each shift. This report will include, but not be limited to, the following:

1. Hours worked: foot, bicycle, motorized, other
2. Calls/requests for service
3. Referrals to others/agencies, etc.
4. Suspicious person's name and description
5. Vehicles abandoned/towed/stolen
6. Drug paraphernalia confiscated/found
7. Arrests/citations of both employees and outsiders to include appropriate information
8. Property recovered/stolen
9. Broken/vandalized equipment, evidence of broken entryways, windows, etc.
10. Graffiti
11. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
12. Vehicle license number of suspicious person
13. Weapons violations/seized
14. Other suspicious or noteworthy activity in the Security context

D. Media Coordination: The Professional's Office will relay to PVWC's Executive Director or his designee information related to major crime or incident of note that occurs on PVWC property or relating to PVWC's conduct of business, before the media is informed if the media is informed, at all. And release of information to the public and the press shall be coordinated between PVWC's Executive Director and the Professional to the extent possible and permissible in accordance with applicable law.

5. Methods and Management

The Professional agrees that the Professional's Office will employ policing concepts appropriate to PVWC's facilities and operations in consultation with PVWC's Management.

The Professional agrees that with respect to the services to be performed by any Professional's Office personnel in accordance with this Agreement, the appropriate Professional's Office Patrol Commander or Supervisor will meet with PVWC and management representatives, if required, for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement.

The Professional and PVWC acknowledge that the Professional's written rules and regulations (hereinafter the "Manual") exist to regulate Professional Employees' conduct and activities. All Professional's Employees shall have been properly trained in this regard. The Professional hereby represents that each of the Professional's Employees has tendered to the Professional a signed receipt from each Employee that he/she has received and understands the contents of the Manual, and that the Professional's Employees have been adequately trained on the regulations and orders within the Manual.

The Professional's Office shall designate a supervisory Employee, who shall be dedicated to supervision of the Professional's Employees and personnel and/or any liaison assigned to the PVWC operation. The Professional's supervisory Employee will work in concert with the Executive Director of PVWC or his designee.

The Professional's supervisory Employee shall be responsible for the following duties:

Coordinate the dissemination and processing of security reports, provide supervisory assistance and coordinate the resolution of problems.

Establish a clearly defined process for reporting non-emergency criminal activities.

6. Additional Duties

It is further agreed that to the extent necessary, the Professional's Employees will appear as witnesses in PVWC's administrative grievance procedures, civil hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal or other conduct involving potential liability or disciplinary action in or near PVWC's facilities or in connection with or in the course of carrying out their duties hereunder.

The Professional's Employees shall fully participate in civil action proceedings brought by or against PVWC, which are based upon arrests, if applicable, or incidents in which they are involved or about which they have relevant information. Such participation shall include but not be limited to obtaining copies of police reports, lab results, investigation reports (subject to review and approval of the appropriate governmental agency), consulting with the PVWC's representative and attorney, and testifying in court or administrative law or similar proceedings.

7. Equipment and Vehicles

The Professional agrees that it will provide the Professional's Employees with such basic equipment and vehicles as may be necessary and reasonable in order to allow the Professional's Employees to carry out the duties anticipated under this Agreement. The Professional shall be responsible for the repairs and maintenance of the Professional's equipment and vehicles utilized on site, which equipment and vehicles shall be, and shall remain, the property of the Professional.

In order to implement this program, not less than two (2) marked patrol units shall be provided by Professional. At a minimum, each unit shall be equipped by Professional with oxygen, defibrillator, first aid kit, road safety, water rescue equipment, and any other equipment deemed necessary by professional to provide the required and intended services.

Units should be (4) wheel drive, high clearance type vehicles.

Other required equipment that shall be provided by Professional shall include, without implied limitation, a base radio at PVWC's guardhouse, portable radios with chargers and individual Professional Employee's safety gear such as masks, helmets, vests, sticks and weapons.

Initially, monitoring of security cameras will be possible in PVWC's guardhouse. It will be the responsibility of the Security Guard there to monitor the cameras.

8. Supervision and Compensation

The Professional, through the Professional's Office, shall at all times provide supervision, control and direction of work activities and assignments of patrol personnel, including disciplinary action. It is expressly understood that the Professional shall be responsible for the compensation of the Professional's Employees and all employee benefits, including worker's compensation insurance, as well as any injury to Employees, their property or the Professional's property.

9. Indemnification

The Professional shall indemnify, defend and save and hold harmless PVWC and their officers, agents and employees, and each and every one of them (the "Indemnities") from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims to the extent caused by the negligent performance or nonperformance of the work provided for under this Contract.

This indemnification shall apply to damages, liabilities, losses, costs and claims arising from the negligence of the Indemnities, but shall not apply to damages, liabilities, losses, costs or claims to the extent caused by the negligence of the Indemnities.

The Professional's indemnification obligation shall not be limited by the amount of insurance required to be carried by the Professional under this Contract.

These indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification.

10. Insurance Requirements

The Professional acknowledges that PVWC has an insurable interest relative to the scope of services rendered by the Professional under this Contract.

The Professional is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to PVWC showing that the Professional has obtained all insurance coverage as required herein. The Professional is not permitted to enter the premises of PVWC or to perform any work under this Contract unless all of the insurance required by this Contract is in effect.

Nothing contained in this Article shall be construed as limiting the extent of the Professional's liability for claims or damages resulting from or related to the Professional's services performed under this Contract.

All insurance required hereunder shall include the interests of PVWC. The Professional waives all rights against PVWC and all parties named as additional insured's in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

The Professional shall not commence any work under this Contract until the Professional has obtained, at the Professional's own expense, all insurance as set forth in this Article and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to PVWC. PVWC shall be included as an additional insured on all insurance policies (except for Workers' Compensation and Employer's Liability policies) to the extent of the Professional's indemnification obligations under this Agreement and up to the required insurance coverage amount.

The Professional shall purchase and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from the Professional's performance and furnishing services and other obligations under this Contract, whether it is to be performed or furnished by the Professional, by any of the Professional's employees, by anyone directly or indirectly employed by any of them to perform or furnish services, or by anyone for whose acts any of them may be liable with companies satisfactory to PVWC as follows:

Worker's Compensation and Employer's Liability Insurance: covering all of the Professional's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1

million for bodily injury by accident, \$1 million for occupational disease and \$1 million aggregate limit.

Commercial General Liability Insurance: with a limit of not less than \$2 million limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and product liability coverage, as well as Professional Liability and Security Guard Professional Liability Coverage in the amount of \$1 million per occurrence / \$2 million aggregate. Blanket Contractual Liability Insurance must be included, expressly insuring the Professional's liability for occurrences assumed by the Professional under the indemnification clause of the Contract to the extent covered by the standard form Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement). (Professional Liability coverage can be an endorsement or stand-alone).

Comprehensive Automobile Liability Insurance: covering the Professional for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1 million limit for bodily injury and property damage.

Umbrella (or Excess) Liability Insurance: providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$10 million combined single limit for bodily injury and property damage and in addition thereto, Professional Liability coverage at the \$10 million limit.

Policy Limits: specified above are minimums, and wherever the law requires higher limits, the higher limits shall govern.

Forms of Policies: all liability insurance shall be on an occurrence basis.

11. Termination

PVWC may terminate this Contract upon the provision of one hundred twenty (120) days written notice to the Professional. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

The Professional may terminate this Contract upon the provision of one hundred twenty (120) days written notice to PVWC. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

12. Applicable Law

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

13. The Agreement

The Agreement shall be deemed the entire Agreement between the Parties and shall consist of all component parts of the original RFP.

Any subsequent written addenda agreed to, signed and executed by both Parties.

14. Amendments

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

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.

**UNIVERSAL PROTECTION SERVICE, LLC
dba ALLIED UNIVERSAL SERCURITY SERVICES**

Witness or Attest

By: _____

Secretary
(Seal)

Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Secretary

By: _____
JEFFREY LEVINE
President

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: Project No. 23-PA-12
Professional Security Services
Allied Universal Security Services,
Lyndhurst, NJ

Amount of Project or Contract: \$476,207.70

- 1. Acct: # 001-2002-423-72-01 – Professional Services

- 2. Specific Appropriation to which expenditures will be charged:
BUDGET 2024

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2024 Amount Certified: \$476,207.70

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-009
PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD PROJECT 23-PE-14 ENTITLED
"PROFESSIONAL SERVICES FOR THE UPGRADE OF FILTERS,
CLARIFIERS AND TUBE SETTLERS AT THE LFWTP"

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 23-PE-14, "Professional Services for the Upgrade of Filters, Clarifiers and Tube Settlers at the LFWTP" (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 three (3) professional providers (or providers of extraordinary un-specifiable services); 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

WHEREAS, based on the said evaluation of the response received, the firm of **Mott MacDonald, LLC** of Iselin, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the response received December 7, 2023 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$600,000.00 for the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the responses and solicitations 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 B**.

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded

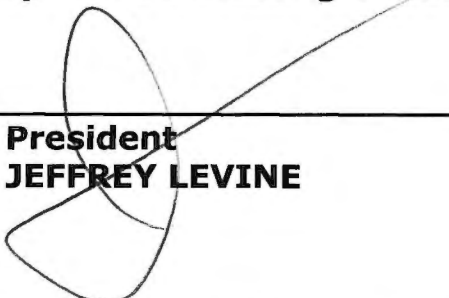
to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

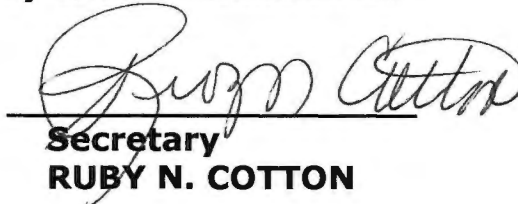
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

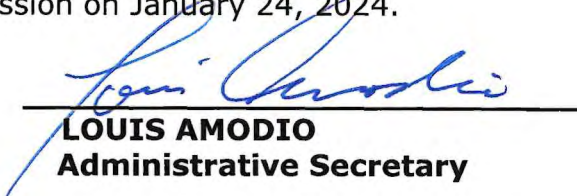


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

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 Mott MacDonald, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PE-14** entitled "**Professional Engineering Services for Upgrade of Filters, Clarifiers and Tube Settlers at the LFWTP**" (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 proposal dated December 7, 2023, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a **one-year period** of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E **not to exceed \$600,000.00**.

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, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 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: \$1,000,000 each claim / \$2,000,000 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)

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

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: Project No. 23-PE-14
 “Professional Services for the Upgrade of Filters,
 Clarifiers and Tube Settlers at the LFWTP”
 Mott MacDonald

Amount of Project or Contract:

\$600,000.00 – Project No. 23-PE-14

1. Acct: # 001-0901-419-95-42
CAPITAL/Chemical Systems
2. Specific Appropriation to which expenditures will be charged:
Capital- 2024

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2024

Amount Certified: \$600,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 24-010

**RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
DECLARING TO FILE A NOTICE OF INTENT TO PURSUE A
NONPOWER LICENSE WITH THE FEDERAL ENERGY
REGULATORY COMMISSION**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission (the "Commission") owns and operates the Little Falls Hydroelectric Project ("Project"), which has not generated power since August 2009; and

WHEREAS, the Commission does not intend to restore and maintain power generation at the Project, but instead will upgrade water conveyance structures to continue to support the water supply services provided by the Commission; and

WHEREAS, the Project is located on a stream over which Congress has Commerce Clause jurisdiction, is constructed or modified on or after August 26, 1935, and affects the interests of interstate or foreign commerce, and is therefore subject to Federal Energy Regulatory Commission ("FERC") jurisdiction, and thus must maintain a FERC license or exemption; and

WHEREAS, the Project's current FERC license was issued on March 31, 1989, and expires on February 28, 2029, and pursuant to Section 18 of the Code of Federal Regulations ("CFR") §5.5, the Commission is required to file a Notice of Intent ("NOI") with FERC on or before February 28, 2024, to indicate the Commission's intentions regarding Project licensing; and

WHEREAS, pursuant to 18 CFR §5.6, the Commission must file a Pre-Application Document ("PAD") simultaneously with the filing of the NOI; and

WHEREAS, the NOI and PAD will be distributed to stakeholders via email or by mailing notifications (to an established mailing list) and filed with FERC and will be publicly available on FERC's eLibrary at www.ferc.gov/docs-filing/elibrary.asp by searching under Docket P-9194; and

WHEREAS, pursuant to 18 CFR §5.5 the Commission must provide an unequivocal statement of their intentions regarding Project licensing, including the Commission's determination to no longer generate power at the Project;

WHEREAS, the Commission intends to pursue a Nonpower License that will serve as a temporary license issued by FERC to allow the Commission to cease hydropower generation and transition jurisdictional authority of the Project from FERC to the New Jersey Department of Environmental Protection ("NJDEP"), Bureau of Dam Safety;

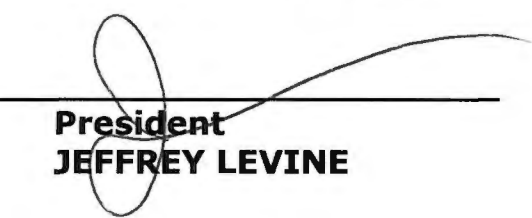
NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

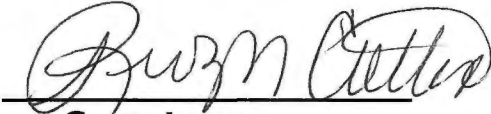
That the Commission hereby authorizes to proceed with an application for a FERC Nonpower License, including providing an unequivocal statement of the Commission's determination to no longer generate power at the Project.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

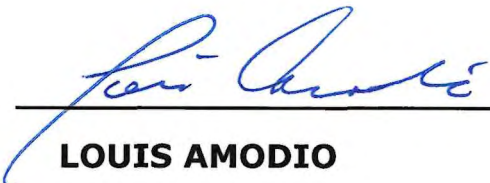

President
JEFFREY LEVINE


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 January 24, 2024.


LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 24-011
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION TO AWARD PROJECT 23-PE-16 ENTITLED
"PROFESSIONAL SERVICES FOR PROVIDING ENHANCEMENTS
TO ESRI APPLICATIONS AND GEODATABASES"**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Award Project No. 23-PE-16, "Professional Services for Providing Enhancements to ESRI Applications and Geodatabases" (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 unspecifiable services), procured through a fair and open process and awarded without competitive bids, must be publicly advertised; and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from three (3) professional providers (or providers of extraordinary unspecifiable services); 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

WHEREAS, based on the said evaluation of the response received, the firm of **Mott MacDonald, LLC** of Iselin, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the response received December 7, 2023 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$100,000.00 for the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the Responses and solicitations 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 B**.

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded

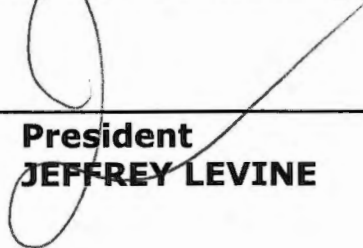
to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

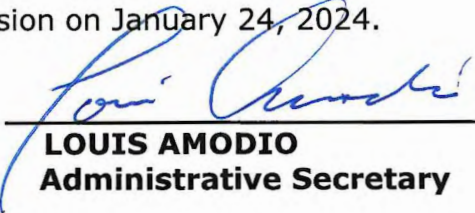


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

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 Mott MacDonald, LLC., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PE-16** entitled "**Professional Services for Providing Enhancements to ESRI Applications and Geodatabases**" (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 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 December 7, 2023, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a **one-year period** of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the negligent 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 **not to exceed \$100,000.00**.

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, bidding documents and any other data in its possession relevant to the subject PROJECT.

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

A. Commercial General Liability: \$2,000,000 Each Occurrence / \$4,000,000 Aggregate (Completed Operations must be included)

B. Business Automobile Liability: \$2,000,000 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

I. Umbrella/Excess Liability: \$5,000,000 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: _____
President

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: Project No. 23-PE-16
"Professional Services for Providing Enhancements
to ESRI Applications and Geodatabases"
Mott MacDonald

Amount of Project or Contract:

\$100,000.00 – Project No. 23-PE-16

1. Acct: # 001-0901-419-95-34
CAPITAL/Digital Mapping/GIS
2. Specific Appropriation to which expenditures will be charged:
Capital- 2024

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2024

Amount Certified: \$100,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 24-012

PASSAIC VALLEY WATER COMMISSION

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR CONTRACT 22-B-11 ENTITLED "CONCRETE RESTORATION"

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Award Contract No. 22-B-11 entitled "Concrete Restoration" (the "Contract") to AA Berms, LLC. of Belleville, New Jersey at PVWC's Commission Meeting on July 27, 2022, not to exceed \$619,700.00 as evidenced by Resolution 22-079; and

WHEREAS, Proposed Change Order No. 1 is to cover additional costs for completing work conducted under the final work order for performing routine concrete restoration work due to PVWC maintenance activities, with a total increase of \$8,082.18 (1.3% increase) which brings the total adjusted Contract Price up to \$627,782.18; and

WHEREAS, the Director of Engineering has determined costs associated with remaining concrete restoration work to be reasonable and has recommended additional costs related thereto, be approved, as described in the memorandum and attached hereto and made a part hereof as **Exhibit A**; 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 as **Exhibit B**.

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

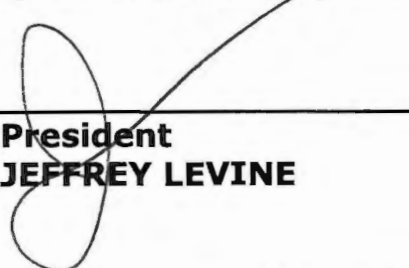
1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work as set forth hereinabove; and

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

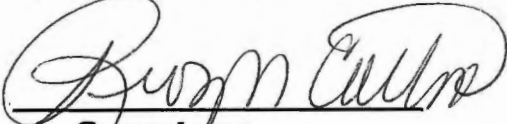
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

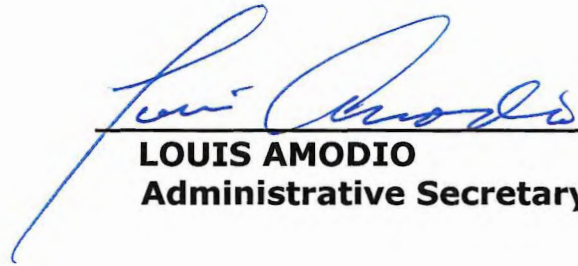


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 18, 2024

To: J. Mueller

From: P. Porcaro

cc: L. Bresemann, J. Adamkiewicz

Re: Budget Amendment, Change Order No. 1 for Contract No. 22-B-11 "Concrete Restoration"

We would like to issue Change Order No. 1 to cover additional costs for completing work conducted under the final work order for performing routine concrete restoration work due to PVWC maintenance activities, with a total increase of \$8,082.18 (1.3% increase) which brings the total adjusted Contract Price up to \$627,782.18.

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: Contract No. 22-B-11 – Change Order No. 1
“Concrete Restoration”
A.A. Berms

Amount of Project or Contract:

Contract No. 22-B-11
Increase of \$8,082.18
Not to Exceed \$627,782.18

1. Acct: # 001-0901-419-95-05
CAPITAL/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
Capital- 2024

Other comments: Change Order Number 1 – Increase of \$8,082.18
for a New Not-to-Exceed of \$627,782.18

Date of Certification: January 24, 2024

Amount Certified: \$627,782.18

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 24-013

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE THE REPAIR OF THE MOTOR
FOR THE RAW WATER PUMP AT THE LFWTP**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **RUBY N. COTTON**

WHEREAS, PWVC utilizes Continental raw water motors to pump water from the Passaic River, which is a crucial function of PVWC's intake process which allows the Commission to provide high-quality drinking water to its customers; and

WHEREAS, the motor of pump number three failed and was transported to Integrated Power Services d/b/a Precision Electric Motor Works, for repair. An initial assessment of the motor was made by Precision Electric Motor Works and an estimated cost of the repair was below the threshold of \$44,000.00 as permitted by LPCL. When the motor was disassembled for repair, it was revealed that the damage was more extensive than anticipated, requiring additional repairs that exceed the threshold. A quote for the repair is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the cost to replace the motor is substantially more than repairing the motor. Additionally, it would take 8 months to obtain a new motor and the motor is crucial to operations; and

WHEREAS, a copy of the Chief Operating Officer's Memorandum dated January 11, 2024 (the "Memorandum") providing notification to the Director of Purchasing and advising of the extensive damage and increased cost is attached hereto and made a part hereof **Exhibit B**; and

WHEREAS, Integrated Power Services d/b/a Precision Electric Motor Works is the sole provider of Continental motors and Continental parts are required to make the repairs to the Continental motor; 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 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 C**, the contents of which are deemed incorporated into this Resolution as set forth herein; 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 as **Exhibit D**; and

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

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Chief Operating Officer;

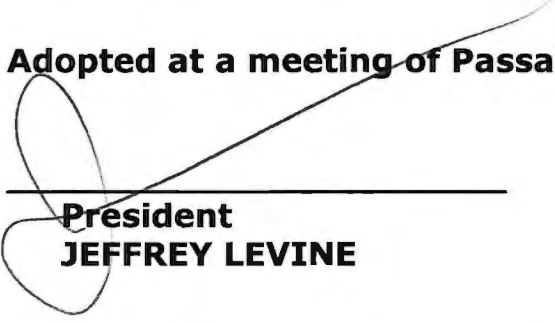
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to repair the raw water motor under the Proprietary Goods Exception to the Local Public Contracts Law.
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.
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
SANCHEZ, R.	<u> X </u>	_____	_____	_____
COTTON, R.	<u> X </u>	_____	_____	_____
DEPADUA, C.	_____	_____	_____	<u> X </u>
KOLODZIEJ, J.	<u> X </u>	_____	_____	_____
LEVINE, J.	<u> X </u>	_____	_____	_____
VAN RENSA LIER, R.	<u> X </u>	_____	_____	_____
FRIEND, G.	<u> X </u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

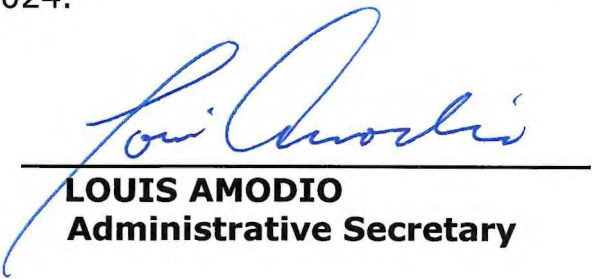


Secretary
RUBY N. COTTON

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

CERTIFICATION

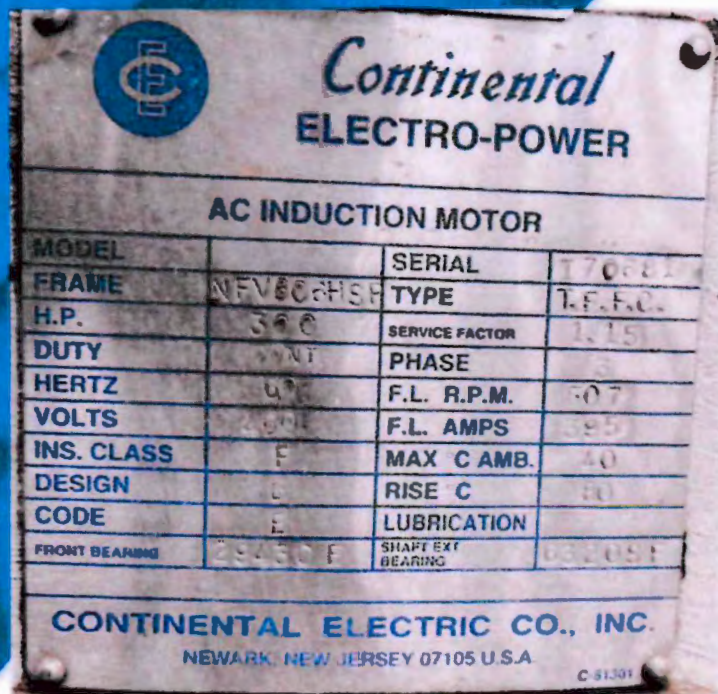
I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on January 24, 2024.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



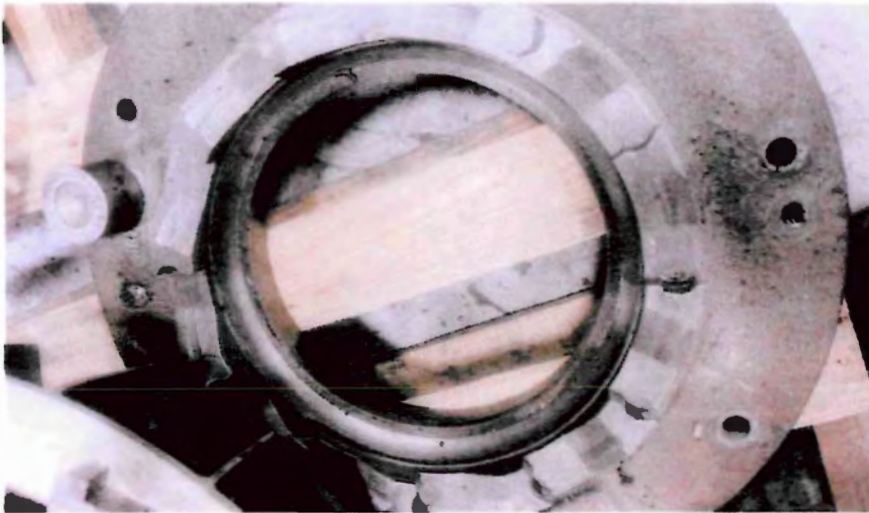
Reliability. Delivered.

Passaic Valley Water Commission

Raw Water Pump 3
Job # FSR9898



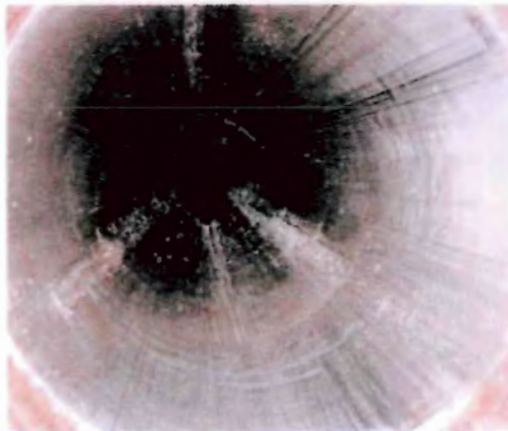
Cause of Failure - Example 1: Damaged Ratchet



Cause of Failure - Example 2: Sheared Key, Damaged Thrust Block Bore & Ratchet



Visual examples continued:



Original Scope of Work

PEMW to LOTO system- drain oil, rig out & remove 300HP Continental motor using customer supplied crane. Return to our facility for inspection, evaluation & repairs as follows:

- Complete electrical testing.
- Disassemble, clean & inspect.
- Sand blast & steam clean.
- Check shaft for straightness & trueness (TIR).
- Micron Meter used to check bearing housings & journals for proper fit & tolerance.
- Wash & bake stator.
- Reinsulate windings.
- Balance rotor.
- Furnish & install new bearings.
- Furnish & install new 150-degree thermostats.
- Furnish & install new oil level indicator.
- Repot main & aux box leads.

Scope of Work for Damaged Head Shaft

The shaft was removed by pressing out (60 tons - partially moved) and then drilled and bored to remove final 29." A new shaft was required – (supplied 1045 steel and fabricated new shaft). The Rotor's journals were bent and the keyway was damaged; must straighten journals and recondition sections in stainless steel metal spray, then die-weld and cut keyway to original size. The DE journals were badly galled on one side; must set up and take light cut to remove large burrs and then hone with minimal material removal.

- Multiple attempts to press shaft out failed (moving only 1-2 inches at a time over a 2-week period). Excessive galling continued.
- Set Rotor up in band saw and cut remaining shaft off (~29 remaining inside).
- Set Rotor up in lathe and drill and bore shaft (leaving 0.060" wall) - drill in approximately 12.
- Remove Rotor from lathe and set back up to press out shaft again.
- Press on shaft with 60 tons and heat - approximately 6" pressed out.
- Set Rotor up in band saw and cut shaft sticking out from end of rotor.
- Continue this three (3) more times.
- Drilling and cutting shaft had to be completed in stages due to the rotor journal being bent.
- Set Rotor back up and press the remainder of shaft out (60 tons).
- Record shaft dimensions - new shaft will have to be fabricated.
- The DE Journals are badly scored and galled; journals are bent.
- Set rotor up in straightening press and straighten journals true with body. Set Rotor up in lathe and recenter using steady rests.
- Take a light cut on DE (side with bad galling) and remove high areas - minimum material removal. Hone the ID to clean up round.
- Remove broken/damaged key stuck in keyway.
- Die-weld the key and re-machine OD size.

Actual Required Work

- Fabricate and Machine New Ratchet (3 weeks)
- Furnish & install new head shaft oversized to match worn hollow shaft
- Repair inner bore of Continental motor- hone
- Remove sheared key
- Replace Pins on Ratchet Assembly
- Bore & Bush Drive End Housing Fit
- Repair Threads, supply new locknuts
- Undercut Both Journals and repair
- 4-Week lead time from approval to assembly and final testing.

Pricing Breakdowns

- Original Scope Pricing \$26,850
- Fabrication of Ratchet from Raw Material \$8,120
- Repair Rotor Bore, Journals and labor to remove galled shaft \$20,300
- Fabricate New Head Shaft \$6,265
- **Total Job Cost \$61,535.00**

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



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

COMMISSIONERS

Gerold Friend, President, Clifton
Jeffrey Levine, Vice President, Paterson
Rigoberto Sanchez, Treasurer, Paterson
Ruby N. Cotton, Secretary, Paterson
Carmen DePadua, Commissioner, Paterson
Joseph Kalodziej, Commissioner, Clifton
Ronald Van Rensselaer, Commissioner, Passaic

Executive Director
James Mueller

PURCHASE MEMORANDUM

TO: Lisa Bresemann
FROM: Michael Marotta, Chief Operating Officer
DATE: January 11, 2024
SUBJECT: Change Order Memo

Lisa,

The following above Job #FSR9898 is for Passaic Valley Water Commission Maintenance Department.

We had originally received a quote for the Raw Water Motor repair in the amount of \$26,850.00. Unfortunately, after taking the unit apart, they have found extensive damage to the motor. The Head Shaft, ratchet and thrust block had significantly been damaged.

Repairs as follows:

Original Scope Pricing \$26,850
Fabrication of Ratchet from Raw Materials \$8,120
Repair Rotor Bore, Journals and labor to removed galled shaft \$20,300
Fabricate New Head Shaft \$6,265
Total Job Cost \$61,535

See attached Power Point Presentation for repair.
New Motor Price \$162,000.00.
Original Specification of motor from 1985.

Michael Marotta

Chief Operating Officer

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C



Executive Director
James Mueller

PASSAIC VALLEY WATER COMMISSION
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Joseph Kolodziej, Commissioner, Clifton
Ronald Van Rensalier, Commissioner, Passaic

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

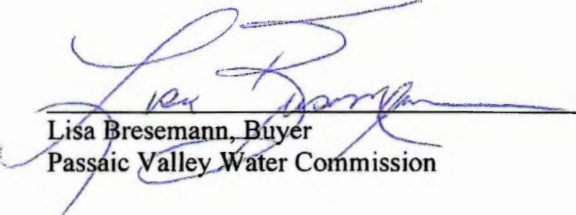
To: James Mueller, Executive Director
Yaacov M. Brisman, General Counsel
Yitzchak Weiss, Chief Financial Officer

RE: Repair of Continental Motor on Raw Water Pump

1. I, Lisa Bresemann, QPA, am the Buyer for the Passaic Valley Water Commission ("PVWC"). My 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 PVWC's position that PVWC is entitled to repair a part from the Original Equipment Manufacturer (OEM), Integrated Power Services d/b/a Precision Electric Motor Works (Precision) at the Little Falls Water Treatment Plant 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 Precision 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. Precision has provided a letter dated April 5, 2022 and is on file in the PVWC Buyer's office, verifying that Precision is the sole provider of the Continental motor which has been extensively damaged.
5. The PVWC Buyer recommends that the Board of Commissioners approve a Resolution authorizing the PVWC to have the Continental Motor repaired by Precision as a proprietary good.

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: January 22, 2024


Lisa Bresemann, Buyer
Passaic Valley Water Commission



4/5/22

Passaic Valley Water Commission
800 Union Blvd
Totowa, NJ 07502

ATTN: Mike Morotta / Tom Nowak

Mr. Morotta and Mr. Nowak,

This letter confirms that Precision Electric Motor Works Inc an IPS Company is exclusively authorized to sell OEM spare parts for Continental Motors as well as repair and service all of Continental's existing motors.

If you have any questions, feel free to let me know.

Thank you.

Regards,

Dave Meres
President

cc: Russell Bleeker

Continental Electric Motors, Inc.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT D

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: Integrated Power Services
d/b/a Precision Electric Motor Works
Clifton, New Jersey

Amount of Project or Contract:

\$61,535.00

1. Acct: # 001-0901-419-95-47
CAPITAL/Intake
2. Specific Appropriation to which expenditures will be charged:
Capital - 2024

Other comments: One Time - Repair

Date of Certification: January 24, 2024

Amount Certified: \$61,535.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-014

RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR CONTRACT 22-B-07 ENTITLED "WATER TRANSMISSION MAIN IMPROVEMENTS TO THE INDUSTRIAL LOOP"

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Contract No. 22-B-07 entitled "Water Transmission Main Improvements to the Industrial Loop" (the "Contract") was awarded to Grade Construction of Paterson, New Jersey ("Grade") of Fair Lawn, New Jersey (the "Contractor") at PVWC's Commission Meeting dated May 11, 2022 (PVWC Resolution 22-053) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$6,199,555.39; and

WHEREAS, Change Order No. 1 (PVWC Resolution 23-056) covered the unexpected removal of 6-inches thick of concrete subbase and additional test pitting used to investigate unknown subsurface conditions for removal and stockpiling of abandoned PSE&G gas mains that obstructed the work area which increased the total adjusted Contract Price by \$122,175.90, bringing the revised not to exceed to a total of \$6,321,731.29; and

WHEREAS, Proposed Change Order No. 2 is to cover out-of-scope work due to unexpected subsurface conditions which included unexpected removal of and stockpiling of abandoned PSE&G gas mains that are obstructing the work area, removal of buried concrete valve chamber, removal of concrete saddle around 48-inch inlet line to Levine Reservoir, repairs to damaged unmarked electrical conduit, replacement of storm inlet and additional test pitting which further increases the total adjusted Contract Price by \$141,180.87, as recommended in the correspondences from the Resident Engineer, Remington & Vernick Engineers on January 12, 2024 is attached hereto as **Exhibit A**, bringing the revised not to exceed to a total of \$6,462,912.16; and

WHEREAS, the Director of Engineering has reviewed Remington & Vernick Engineers 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

WHEREAS, the additional work and unexpected delays due to NJDOT permitting issues will require time extension to the existing contract from April 30, 2024 to **December 31, 2024;** 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 B;**

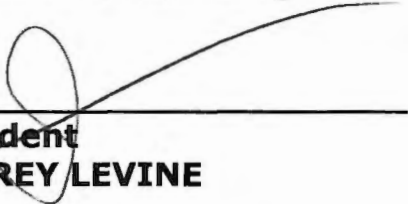
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That PVWC hereby approves Change Order No. 2 and awards the changes to the scope of Work 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.

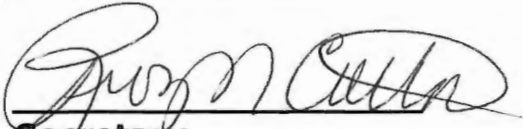
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

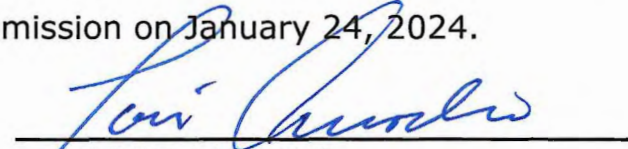


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

January 12, 2024

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

**Re: Passaic Valley Water Commission
Contract #22-B-7, Water Transmission Main Improvements to the Industrial Loop
Change Order #2
RVE #3797X030**

Dear Mr. Porcaro:

As per our previous conversations, attached please find the proposed Change Order #2 for the above mentioned project. The Change encompasses several scope modifications caused by unanticipated field conditions and unforeseen events during the course of construction of the project to date. Several of these items have been previously approved by the Commission and are included herein for memorialization; other items are proposed changes from Grade Construction the RVE has reviewed and recommends for Commission approval.

An item-by-item description of the changes follows (Supplemental Item S-1 was the subject of the previous Change Order #1). Please note that there are several other Proposed Change Orders (PCO's) that have been submitted by Grade, mostly relating to claims for costs incurred by the delays at 21st Street and Totowa Avenue. These claims were not reviewed as a part of this Change Order; they will be negotiated with Grade at a later date.

1. Supplemental Item S-2 - Removal of Existing Abandoned Gas Main on 21st Street -

During work on the installation of the 12-inch water main in April 2023, it was discovered that there was an 8-inch cast iron gas main parallel with and very close to the planned water main installation. PSE&G was contacted and informed us that the main was abandoned. The water main could not be installed without removing the gas line, so removal work was conducted under time and materials (T&M), with the RVE inspector reviewing and signing off on the hours of work (T&M was for removal work only, as PSE&G loaded and hauled the excavated pipe themselves).

The total cost of the removal was \$4,235.45. The item was approved by the Commission and paid from Line Item 50 (Allowance for Unanticipated Work); upon the approval of this Change Order, the funds will be re-budgeted from the Allowance to the new Supplemental Item S-2.

2. Supplemental Item S-3 - Removal of Buried Concrete Valve Chamber in 21st Street -

During work on the installation of the 12-inch water main in April 2023, it was discovered that there was a buried concrete valve chamber near the end of 21st Street that interfered with

the installation of the 12-inch water main. With Commission approval, Grade removed the chamber under time and materials (T&M), with the RVE inspector reviewing and signing off on the hours of work.

The total cost of the removal was \$2,765.11. The item was approved by the Commission and paid from Line Item 50 (Allowance for Unanticipated Work); upon the approval of this Change Order, the funds will be re-budgeted from the Allowance to the new Supplemental Item S-2.

3. Supplemental Item S-4 - Removal of Concrete Around 48" Pipeline at Levine Reservoir -

During test pitting work at the Levine Reservoir site, it was discovered that the 48-inch main scheduled for lining was completely encased in a large volume of concrete for its entire length. Because Grade and their subcontractor needed access to the main in order to obtain actual dimensions for the proposed liner, Grade requested and received approval from the Commission to remove a section of the concrete to expose the pipe for measurement. Grade began the work under time and materials (T&M) on May 11, with the RVE inspector reviewing and signing off on the hours of work. Unfortunately, on May 16, the Commission (concerned about a leak in the reservoir inlet chamber and potential damage to the pipe) halted the work before the pipe could be fully exposed. It was decided that the work would recommence after the work on 21st Street was complete, and the 48-pipe could be fully taken out of service.

The cost to date of the concrete removal was \$22,592.76. This amount was approved by the Commission and paid from Line Item 50 (Allowance for Unanticipated Work); upon the approval of this Change Order, the funds will be re-budgeted from the Allowance to the new Supplemental Item S-2.

4. Supplemental Item S-5 - Furnish and Install 8-Inch Gate Valve -

During the connection of the new 12-inch main to the existing Distribution system at Jackson Street, it was brought to our attention by Grade that there was no line item in the bid for the 8-inch gate valve as shown on the plans. Since this was the only 8-inch valve in the project, there was no established unit cost. Grade proposed a unit cost (complete) of \$3,254.58, which was appropriately between the bid unit costs for 6-inch and 12-inch valves.

With one unit installed, the total cost of the removal was \$3,254.58. The item was approved by the Commission and paid from Line Item 50 (Allowance for Unanticipated Work); upon the approval of this Change Order, the funds will be re-budgeted from the Allowance to the new Supplemental Item S-2.

5. Supplemental Item S-6 - Securing of Road Plate on 21st Street After Long-Term Shifting -

On May 1, 2023, a meeting was held onsite between PVWC, RVE, Grade and the NJDOT regarding damage to an electrical conduit that Grade accidentally damaged some weeks earlier. As a result of this meeting (which will be discussed in detail later in this letter),

NJDOT shut down work on the project. As a result of the shutdown, several steel plates (covering open trenches) have been left in place for several months.

In July 2023, it was noted by the Commission that the plates had shifted, causing gaps between the plates and roadway (the plates are supported by a trench box below, so there was no danger of collapse, but the gaps caused a hazard to cars driving over them. Grade was directed to reset and secure the plates with pins, which they did on July 10. The plates were secured with cold-patch asphalt, instead of hot-patch as required by NJDOT. Grade did so on July 20, with notice from the Commission (in an e-mail dated 7/14/2023) that the Commission would pay for the hot-patch asphalt.

The cost of the asphalt (with T&M verified by RVE's inspector) was \$6,553.44. The item was approved by the Commission and paid from Line Item 50 (Allowance for Unanticipated Work); upon the approval of this Change Order, the funds will be re-budgeted from the Allowance to the new Supplemental Item S-2.

6. Supplemental Item S-7 - Repair of Damaged Unmarked Electrical Conduit at 21st Street -

On March 30, 2023, during saw cutting of 21st Street, Grade's subcontractor (Apple Coring) cut through an unmarked NJDOT electrical conduit, cutting power to a number of road lights on the Route 80 overpass. Subsequent discussions with NJDOT resulted in work on the project being stopped, except for immediate repairs to the conduit and wires. This shutdown has resulted in significant delays to the project, which will be addressed in future Change Order discussions with Grade; however, the actual repair work to the unmarked conduit and wires is a legitimate unanticipated expense for Grade. Repairs had to be made by an NJDOT-certified contractor (HBC Co.) with Grade oversight.

Included as a part of their proposed Change Order (PCO-007), the cost to repair the work (including HBC's invoices and Grade's T&M as approved by RVE's inspector), the conduit repair work totals \$7,904.68. RVE concurs with this value and recommends Commission approval of same.

7. Supplemental Item S-8 - Delays Regarding Issue with Service Line on 21st Street -

During the installation of a 1" service connection near Jackson Street on 5/9/2023, it was discovered upon excavation that the line contained two 90-degree bends which were unknown and therefore not shown on the plans. Grade claims a delay of 4 hours as a result of the need to go out and purchase the fittings, which were directed by the Commission. RVE does not agree with this claim; inspector records indicate approximately 1 hour of delay.

Included as a part of their proposed Change Order (PCO-007), Grade claims four hours of crew delay, at a cost of \$4,447.43. RVE is willing to certify one hour of delay; at the T&M rates used for this project, the amount recommended for inclusion in the Change Order is \$731.90.

8. Supplemental Item S-9 - Delay Regarding Issue with 6" Valve in 21st Street -

On 5/10/2023, while making the connection of the new 12-inch water main to the existing 6-inch main on Spring Street, an existing 6-inch valve was found to be leaking. After discussion between RVE's inspector and the Commission representative, Grade was instructed to remove the valve as it was redundant. Grade is claiming 1 hour of delay for the removal work, which was confirmed by RVE's inspector.

Included as a part of their proposed Change Order (PCO-007), the cost of the T&M as approved by RVE's inspector totals \$851.02. RVE concurs with this value and recommends Commission approval of same.

9. Supplemental Item S-10 - Essentials License for Cisco Routers -

On 7/13/23, Grade informed The Commission and RVE that the CISCO routers specified for the three chambers on the project (Meter Chamber, Interconnection Chamber, and Surge Relief Chamber) could not be released by CISCO without the purchase of a license agreement, which was not included in the specification. Grade provided costs for both the license and an extended warranty on the routers. After discussions between the Commission and RVE, Grade was informed that the purchase of the licenses was approved, but not the extended warranties.

Included as a part of their proposed Change Order (PCO-005), the cost of the licenses as approved by the Commission totals \$2,737.35 (3 units at \$912.45 each). RVE concurs with this value and recommends Commission approval of same.

10. Supplemental Item S-11 - Replacement of Storm Inlet on Totowa Avenue per County Requirement -

On 3/27/23, the Commission received word from Passaic County that an individual approval would be needed for the connection of the Surge Relief Chamber on Totowa Avenue to the County's existing storm water inlet for discharge to Molly Ann Brook. As part of the County approval of the connection, they required the Commission to replace the receiving inlet. A price for this change was requested from Grade, who supplied a quote of \$10,839.08 for provision and installation of the inlet chamber. After discussions between the Commission and RVE, the cost was approved via e-mail from the Commission on 9/72/23 and relayed to Grade.

Included as a part of their proposed Change Order (PCO-008), the cost of the T&M as approved by RVE's inspector totals \$851.02. RVE concurs with this value and recommends inclusion of same in C.O. #2.

11. Supplemental Item S-13 - Extra Cost for Assembly and Disassembly of Line Stop Material -

When the NJDOT shut down work on 21st Street, Grade and their line stop subcontractor (Garrison Industries) were about to start work to install line stops on the 48-inch pipe. The line stop assemblies were prepared by Garrison; however, the extended cessation of work resulted in the need for Garrison to disassemble the line stops, as the installation appurtenances were needed on other jobs. The line stops themselves are still in Garrison's possession and earmarked for this project; however, the prep work was rendered extraneous by the NJDOT decision, and the assemblies will have to be re-prepped upon remobilization of work.

This work (included in Grade's PCO-12) is a separate claim from Grade's pending delay claim. Garrison was required to disassemble the prepared line stops due to the delay, and the claim for disassembly / reassembly work in the amount of \$7,864.50 has been reviewed by RVE and recommended for acceptance by the Commission.

The total recommended Change Order amount is \$141,180.87. When added to the value of C.O. #1 (\$122,175.90), this represents a total increase to date in the Contract Value of 4.25%. We recommend approval of this C.O. at the Commission's meeting on January 24, 2024. If you have any questions regarding this matter, please do not hesitate to contact me at 609-760-0543. Thank you.

Sincerely,

REMINGTON & VERNICK ENGINEERS



Mark A. Hubal, P.E., BCEE

MAH/kn

Enclosures

cc: Jaroslaw Adamkiewicz, PVWC
Alexandra Wells, PVWC
Stephanie Cuthbert, RVE
Kristin Kramer, RVE
Gregory Sullivan, RVE



REMINGTON
& VERNICK
ENGINEERS

CONTRACTOR:
GRADE CONSTRUCTION
110 PENNSYLVANIA AVENUE
PATERSON, NJ 07503
973-925-4021

01/12/24

CHANGE ORDER #2



NAME OF PROJECT:
WATER TRANSMISSION MAIN IMPROVEMENTS TO THE INDUSTRIAL LOOP
PROJECT NUMBER:
3797X030
CLIENT:
PASSAIC VALLEY WATER COMMISSION
REASON FOR CHANGE: UNANTICIPATED FIELD CONDITIONS AND REGULATORY AGENCY REQUIREMENTS

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
SUPPLEMENTAL	S2	REMOVAL OF EXISTING ABANDONED GAS MAIN ON 21ST STREET	1	LS	\$4,235.45	\$4,235.45
	S3	REMOVAL OF BURIED CONCRETE VALVE CHAMBER IN 21ST STREET	1	LS	\$2,765.11	\$2,765.11
	S4	REMOVAL OF CONCRETE AROUND 48" PIPELINE AT LEVINE RESERVOIR	1	LS	\$22,592.76	\$22,592.76
	S5	FURNISH AND INSTALL 8-INCH GATE VALVE	1	EA	\$3,254.58	\$3,254.58
	S6	SECURING OF ROAD PLATE ON 21ST STREET AFTER LONG-TERM SHIFTING	1	LS	\$6,553.44	\$6,553.44
	S7	REPAIR OF DAMAGED UNMARKED ELECTRICAL CONDUIT AT 21ST STREET	1	LS	\$7,904.68	\$7,904.68
	S8	DELAYS REGARDING ISSUE WITH SERVICE LINE ON 21ST STREET	1	LS	\$731.90	\$731.90
	S9	DELAY REGARDING ISSUE WITH 6" VALVE IN 21ST STREET	1	LS	\$851.02	\$851.02
	S10	PCO-005 - ESSENTIALS LICENSE FOR CISCO ROUTERS	3	EA	\$912.45	\$2,737.35
	S11	PCO-008 - REPLACEMENT OF STORM INLET ON TOTOWA AVENUE PER COUNTY REQUIREMENT	1	LS	\$10,839.08	\$10,839.08

TYPE OF CHANGE	ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRA	S13	PCO-012 - EXTRA COST FOR DISASSEMBLY AND DISASSEMBLY OF LINE STOP MATERIAL				\$7,864.50
					SUBTOTAL	\$70,329.87
	4E	TEST PIT EXCAVATION	300	CY	\$236.17	\$70,851.00
					SUBTOTAL	\$70,851.00
REDUCTION						\$0.00
					SUBTOTAL	\$0.00
<u>PREVIOUS CHANGE ORDERS</u>			<u>CURRENT CHANGE ORDER</u>			
No.	AMOUNT	REASON FOR CHANGE				
1	122,175.90	SUPPLEMENTAL AND EXTRA WORK			+ SUPPLEMENTAL	\$70,329.87
2					+ EXTRA	\$70,851.00
3						
4					-REDUCTION	\$0.00
5						
6						
7						
8						
9						
					NET CONTRACT CHANGE THIS CHANGE ORDER	\$141,180.87

OVERALL CHANGE ORDER SUMMARY	
ORIGINAL CONTRACT AMOUNT:	\$ 6,199,555.39
AMENDED CONTRACT AMOUNT:	\$ 6,462,912.16
TOTAL CONTRACT CHANGE (AMOUNT):	\$263,356.77
TOTAL CONTRACT CHANGE:	4.25%

ACCEPTED BY:

_____ ((CONTRACTOR))	_____ Date
 for SK	1/12/2024
_____ Chief Inspector	_____ Date
	1/12/2024
_____ Municipal Engineer/Project Manager	_____ Date

APPROVED BY:

_____ Client	_____ Date
-----------------	---------------

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: Contract No. 22-B-07 – Change Order No. 2
“Water Transmission Main Improvements
To the Industrial Loop”
Grade Construction

Amount of Project or Contract:

Contract No. 22-B-07
Increase of \$141,180.87
Not to Exceed \$6,462,912.16

1. Acct: # 001-0901-419-95-14
CAPITAL/TRANSITION MAINS/PIPS
2. Specific Appropriation to which expenditures will be charged:
Capital- 2024

Other comments: Change Order Number 2 – Increase of \$141,180.87
for a New Not-to-Exceed of \$6,462,912.16

Date of Certification: January 24, 2024

Amount Certified: \$6,462,912.16

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION NO. 24-015

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-03 ENTITLED
"TESTING SERVICES FOR
PERFLUOROALKYL SUBSTANCES (PFAS)"**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on January 23, 2024, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-03 entitled "Testing Services for Perfluoroalkyl Substances (PFAS)"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Eurofins Eaton Analytical, LLC of South Bend, Indiana (the "Awardee") with respect to said bid, in the amount of \$58,500.00 for a period of two (2) years; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of the said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-

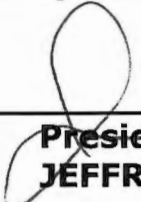
20.7, and in accordance with said Response, as set forth hereinabove; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

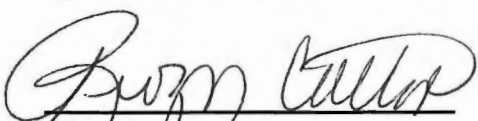
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

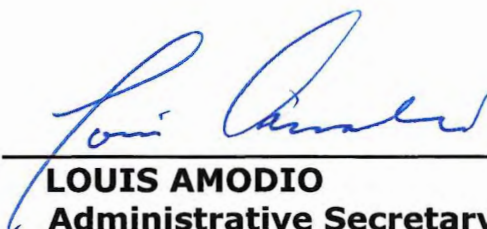


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

TITLE: Testing Services for Perfluoroalkyl Substances (PFAS)
 Contract # 24-B-03
 Bid Tabulation Evaluation
 Bid Opening Date: Janaury 23, 2024 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Eurofins Eaton Analytical, LLC.	<input type="checkbox"/> Certified Check	\$58,500.00	<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input checked="" type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
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	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO

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: Contract No. 24-B-03 –
“Testing Services for Perfluoroalkyl Substances
(PFAS)”
Eurofins Eaton Analytical, LLC

Amount of Project or Contract:

Contract No. 24-B-03
Not to Exceed \$58,500.00

1. Acct: # 001-3503-425-72-27
PURCHASES-SERVICES/Contractor-Lab Services
2. Specific Appropriation to which expenditures will be charged:
Budget - 2024

Other comments: Two Year Contract

Date of Certification: January 24, 2024

Amount Certified: \$58,500.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 24-016
PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD PROJECT 23-PE-01 ENTITLED
"PROFESSIONAL ENGINEERING SERVICES FOR FILTER SYSTEM
PROBLEMS, FILTER ASSESSMENTS, AND RELATED MATTERS"

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 23-PE-01, "Professional Engineering Services for Filter System Problems, Filter Assessments, and Related Matters" (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 three (3) professional providers (or providers of extraordinary un-specifiable services); 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

WHEREAS, based on the said evaluation of the response received, the firm of **Carollo Engineers, Inc.** of Ramsey, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the response received December 7, 2023 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$80,000.00 for the Awardee for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; and

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

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

WHEREAS, the Responses and solicitations 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 B**.

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded

to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

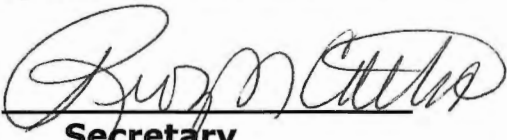
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

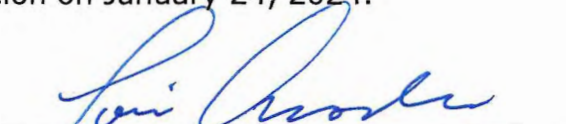


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

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 Carollo Engineers, Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 70 Hilltop Road, Suite 2420, Ramsey, New Jersey 07446.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PE-01** entitled "**Professional Engineering Services for Filtration System Problems, Filter Assessments and Related Matters**" (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 proposal dated December 7, 2023, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for up to a **one-year period** of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E **not to exceed \$80,000.00**.

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, PVWC will be responsible for providing PROFESSIONAL access to all public and private property in connection with services to be performed for the PROJECT.

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 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: \$1,000,000 each claim / \$2,000,000 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)

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

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

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

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

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: Project No. 23-PE-01
 “Professional Engineering Services for Filter System Problems, Filter Assessments, and Related Matters”
 Carollo Engineers, Inc.

Amount of Project or Contract:

\$80,000.00 – Project No. 23-PE-01

- 1. Acct: # 001-0901-419-31-01 Professional Services/Engineering
- 2. Specific Appropriation to which expenditures will be charged:
 Budget - 2024

Other comments: One Year Commencing in January 2024

Date of Certification: January 24, 2024 Amount Certified: \$80,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 24-018

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING AMENDMENTS TO THE EMPLOYEE HANDBOOK**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, in order to qualify for favorable insurance rates for Employment Practices Liability Insurance through the Municipal Excess Liability Joint Insurance Fund (JIF), it is necessary to adopt an Employee Handbook (the "Handbook") based on the Model Personnel Policies and Procedures Manual promulgated by the JIF; and

WHEREAS, PVWC has adopted a Handbook, which has been periodically updated; and

WHEREAS, the JIF required certain additional updates to the Handbook (see Exhibit A); and

WHEREAS, the Legal Department and the Personnel Department have revised the Handbook by incorporating the Commission's pre-existing employment policies and procedures and adding certain new provisions per JIF policies (Exhibit B); and

WHEREAS, the revised Handbook was distributed to current employees.

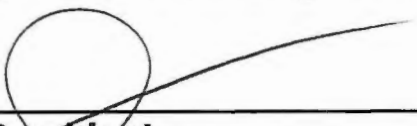
NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

1. That PVWC hereby adopts the attached revised Passaic Valley Water Commission Employee Handbook.
 2. The revised Handbook shall be distributed to all new hires.
 3. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith.
-

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

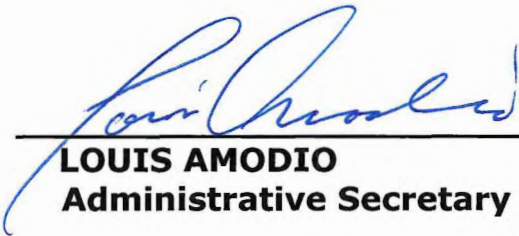


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary



Passaic Valley Water Commission

Personnel Handbook

Updated: October 2023

INTRODUCTION

The Passaic Valley Water Commission ("PVWC") plays an important part in the lives of the citizens it serves. The public expects that PVWC's business will be conducted to the highest standards. Public service is an honorable and rewarding career that offers many benefits not often found in the private sector.

As a PVWC employee, you have certain rights and obligations. Federal and State law as well as PVWC policies govern such important areas as discrimination, safety, violence, harassment and conflicts of interest. Many common attitudes of the past have changed. For example, the old adage "to the victors belong the spoils" in governmental hiring is now against the law and old-fashioned (and offensive) office banter and gossip can no longer be condoned. Behaviors that were tolerated years ago are no longer acceptable.

Employees have a right to a safe workplace free of discrimination, violence, harassment and conflicts of interest and have an obligation to conduct themselves in a manner consistent with these policies. The PVWC has a "no tolerance" policy towards workplace wrongdoing.

This Personnel Policies, Procedures and Employee Handbook adopted by the PVWC discusses these issues and many others. You are required to read this handbook and become acquainted with its contents. By its very nature, a handbook cannot be comprehensive or address all possible situations. Many of the policies that concern the terms and conditions of employment are also described in collective bargaining agreements, which cover most (although not all) of PVWC's employees. If you have any questions concerning any PVWC personnel policy, contact your supervisor, or if you prefer, your Department Head, Executive Director or Personnel Director.

DISCLAIMER: This handbook does not confers any contractual right, either express or implied, to remain in the PVWC's employ. Nor does it guarantee any fixed terms and conditions of your employment. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the PVWC.

All employees receiving this manual are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in your official personnel file.

Signed: Sydel Cohen, Personnel Director

Updated: October 20, 2023

NOTICE

THE CONTENTS OF THIS MANUAL SUPERCEDE ANY PRIOR MANUAL AND/OR HANDBOOK. NEITHER THIS MANUAL NOR ANY OTHER GUIDELINES, POLICIES OR PRACTICES, CONTRACTUALLY BIND PVWC.

ALL EMPLOYEES OF PVWC, WITH THE EXCEPTION OF THOSE WHO ARE PARTY TO A COLLECTIVE BARGAINING AGREEMENT, ARE AT-WILL EMPLOYEES WHO MAY BE TERMINATED FROM THEIR EMPLOYMENT AT ANY TIME, FOR ANY REASON, WITHIN THE SOLE DISCRETION OF PVWC.

NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR ARRANGEMENT IS IN WRITING AND IS SIGNED BY THE BOARD OF COMMISSIONERS OF THE PVWC.

THIS NOTICE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.

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GENERAL PERSONNEL POLICY

It is the policy of the PVWC to treat all employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the PVWC shall apply to all employees, regardless of position. In the event there is a conflict between these rules and collective bargaining agreement, personnel services contract, or federal or state law including the New Jersey Civil Service Act, the terms and conditions of the contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

All employees, Managers and Department Heads shall be appointed and promoted by PVWC's Board of Commissioners. No person shall be employed or promoted unless there exists a position created by a resolution adopted by the PVWC and the necessary budget appropriation has been made.

The PVWC and all managerial/supervisory personnel are authorized to implement and are responsible for the implementation of personnel policies and procedures. The PVWC has appointed the Personnel Director to assist the PVWC in implementing personnel practices. The Personnel Director Shall also have access to the PVWC's General Counsel as well as the Special Labor Counsel appointed by the PVWC for guidance in legal and personnel matters.

As a general principle, the PVWC has a "no tolerance" policy toward workplace wrongdoing. PVWC officials, employees and independent contractors are to report anything perceived to be improper. The PVWC believes strongly in an Open Door Policy and encourages employees to talk to with their supervisor, Department Head, the Executive Director, the Personnel Director, or the PVWC's General Counsel concerning any problem.

The Personnel Policies and Procedures Manual adopted by the PVWC is intended to provide guidelines covering public service by its employees and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for PVWC personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the PVWC.

Anti-Discrimination Policy/ New Jersey Pregnant Worker's Fairness Act:

The PVWC is committed to the principle of equal employment opportunity and anti-discrimination pursuant to the Title VII of the 1964 Civil Rights Act and its amendments, as well as the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD). Under no circumstances will the PVWC discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), perceived disability, pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, sexual orientation, gender identity or expression and/or any other characteristic protected by law. Decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. Any employee or prospective employee who feels he or she has been treated unfairly has the right to address his or her concerns with his or her supervisor or Department Head, the Executive Director, the Personnel Director, or PVWC's General Counsel.

Americans with Disabilities Act Policy:

In compliance with the American with Disabilities Act and the New Jersey LAD as amended by the New Jersey Pregnant Worker's Fairness Act, the PVWC does not discriminate the base on disability, pregnancy, pregnancy related medical condition or childbirth. The PVWC will endeavor to make every work environment handicap-accessible and all future construction and renovation of facilities will be completed in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines.

It is the policy of the PVWC to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA amendments and the New Jersey LAD. We will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the disabled individual is otherwise qualified to perform the essential functions of his or her job and also provided that the accommodation does not impose undue hardship on the PVWC.

In the event that there is a request for an accommodation, the PVWC shall initiate an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations that may be made by the PVWC.

Contagious or Life Threatening Illnesses Policy:

The PVWC encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The PVWC shall reasonably accommodate known physical and mental limitations of all employees, provided that the employee is otherwise qualified to perform the essential functions of the job and also provided that the accommodation does not impose an undue hardship on the PVWC.

Safety Policy:

The PVWC will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The PVWC is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Many of these rules are described within a separate manual called the Passaic Valley Water Commission's Field Guide for Distribution Safety and General Information ("Field Guide"). Failure to follow the Field Guide or any PVWC's safety rules constitutes grounds for disciplinary action up to and including termination. Any occupational public unsafe condition, practice, procedure or act must be immediately reported to the supervisor, Department Head or Personnel Director. Any on-the-job accident or accident involving PVWC facilities, equipment or motor vehicles must also be immediately reported to the supervisor, Department Head or Personnel Director.

Drug and Alcohol Policy:**DRUG AND ALCOHOL-FREE WORKPLACE POLICY****Section 1. Statement of Policy**

- A. Any employees suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under the Employer's existing benefit plans to those employees having other mental health conditions. The same benefits and insurance coverage that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under the Employer's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.
- B. An employee's refusal to seek substance abuse treatment or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures set forth in a collective bargaining agreement to which the employee is a party, and subject to other provisions of this policy. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. However, untreated substance abuse is not a disability, and unacceptable job performance, attendance, and/or behavioral problems resulting from substance abuse will result in disciplinary action, up to and including termination.
- C. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to New Jersey and federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with New Jersey and federal laws.
- D. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions

A. Employer Testing

1) Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen, hair sample or any other acceptable medical or scientific testing procedure for testing of the presence of drugs or breath sample for the testing of the presence of alcohol under the following circumstances:

Where there is reasonable suspicion to believe that the employee, when appearing for duty on the job, is under the influence of or his/her job performance is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of or is using or abusing alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on- the-job accident resulting in injury or property damage where the circumstances suggest the possibility that the employee's possible use of alcohol or drugs contributed to accident.

2) Random Testing

Employees who occupy any safety or security sensitive positions shall be subject to random drug testing.

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Section 3. Testing Procedures and Guarantees

A. Employer Testing

1. Employees shall have the right to consult with a Union representative, if one is available, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is cause for the testing. Employee cannot delay testing because of the unavailability of any Union representative.
2. The random testing pools for employees shall be maintained on Commission-wide basis that includes all employees of the Commission who are subject to random testing. The percentage of employees to be tested annually will vary, at up to 30% of the random testing pool.
3. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon all positions for which testing is required.
4. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
5. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with Federal Motor Carrier Safety Administration (FMCSA) regulations requiring alcohol and drug testing of all “safety sensitive” employees and employees required to obtain a commercial driver’s license (CDL). The Employer will also comply with any other federal law and regulations covering the control of substance abuse in the workplace. Any policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.

Section 4. General Provisions Applicable to All Testing

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results if the release of such information is authorized, in writing, by the affected employee.
- B. Periodically, at the Union’s discretion, the Union shall have the opportunity to audit the Employer’s sampling and testing procedures.
- C. If the employee is sent home after notice is received by the Employer that the employee tested positive, the Employer shall place the employee on administrative leave without pay pending notice of disciplinary meeting.
- D. All sample collection shall be conducted off-site by professional non-Employer personnel subject to the requirements of the testing lab unless the parties mutually agree to an alternative sample collection process.
- E. Travel time and testing are to be considered “time worked” for compensation purposes.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Employer is required to notify any federal agency with which it has a contract or grant within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee’s failure to report a conviction will subject such employee to disciplinary action, up to and including termination. Employer may take disciplinary action or may refer such employees for treatment.

Section 6. Disciplinary Action

On the first occasion in which any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, employee will be suspended without pay and the employee shall be given the opportunity to enter into and successfully complete a substance abuse program. No disciplinary action shall be taken against the employee for a first offense, provided that employee brought their medical problem to the attention of the Personnel Director or his/her designee prior to the receipt of the employee’s test result, and provided he/she successfully completes the program. Last chance agreements shall not

be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which the driver is cited and off site medical treatment for any person was required.

Any last chance agreements entered into during the term of the last contract shall be subject to the above provision.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Section 7. Medical Marijuana

Employees should note that a prescription to use medical marijuana will not excuse them from drug testing or prevent the employer from taking necessary action in response to a drug test. Employees who have a medical marijuana prescription must provide a copy to the Personnel Director or his/her designee before any medical use. If an employee who is prescribed medical marijuana cannot perform the essential functions of his or her job while under the influence of medical marijuana, PVWC is not obligated to continue to employ him or her.

Workplace Violence Policy:

The PVWC will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for discipline and/or termination and will be fully prosecuted. This includes any violence or threats made on PVWC property, at PVWC events or under other circumstances that may negatively affect the PVWC's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on PVWC property or while on PVWC business except for those employed in a law enforcement or security capacity; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be immediately reported. PVWC will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy:

It is the PVWC's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AID or HIV infection), liability for service in the

Anti-Sexual Harassment Policy:

It is the PVWC's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The PVWC prohibits sexual harassment in the workplace or at any other location at which PVWC-sponsored activity takes place. The purpose of this policy is to not to regulate personal morality or to encroach upon one's personal life, but to demonstrate strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an unreasonably intimidating, hostile or offensive work environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations, and/or physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that he or she has experienced sexual harassment, he or she must immediately notify his or her supervisor, Department Head, Personnel Director or other appropriate person as indicated in the section of this Manual that sets forth the Employee Complaint Policy.

Harassment of any employees in the scope of his or her employment by non-employees may also be a violation of this policy. Any employee who believes he or she has experienced harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against the non-employee.

Notification of appropriate personnel of any harassment is essential to the success of this policy and the PVWC cannot resolve a harassment problem unless it is aware of it. Therefore, it is the

responsibility of all employees to notify the appropriate officials of any harassment so that PVWC may take steps to correct the harassment.

Violation of this sexual harassment policy will result in disciplinary action, up to and including immediate discharge.

Political Activity Policy:

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using PVWC time, supplies or equipment in any political activity. Any violation of this policy must be reported to the supervisor, Department Head, Executive Director, Personnel Director or the General Counsel.

Employee Discipline Policy:

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and/or visitors.
- Theft or attempted theft of property belonging to the PVWC, fellow employees, volunteers or visitors.
- Failure to report to work the day or days prior to or following a vacation holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on PVWC property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs (e.g. cocaine or non-medical marijuana) on PVWC property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on PVWC premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to PVWC or suppliers' property.
- Sleeping on the job.

- Carrying weapons of any kind on PVWC premises and/or during work hours, unless carrying a weapon is function of your job duties.
- Tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards, and any other PVWC or supplier property.
- Failure to perform duties, inefficiency, or substandard performance.
- Unauthorized disclosure of confidential PVWC information.
- Gambling on PVWC premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on PVWC premises.
- Deliberate delay or restriction of your work effort, and or incitement of others to delay or restrict their work effort.
- Conviction of crime or disorderly persons offense.
- Violating any PVWC rules or policies.
- Conduct unbecoming a public employee.
- Violation of PVWC policies, procedures and regulations.
- Violation of Federal, State, or PVWC laws, rules, or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computer, Internet and email.
- Any other reason within the discretion of PVWC.

Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five or less working days. Employees who object the terms or conditions of the discipline may be entitled to a hearing under the applicable grievance procedure and/or Civil Service procedure. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, the PVWC believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions, and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

Progressive Discipline Process:

In instances of employee misconduct, PVWC believes in taking corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. Supervisors and managers may apply the following corrective tools, utilizing PVWC's progressive disciplinary procedure:

1. First offense: Verbal reprimand,
2. Second offense: Written reprimand,
3. Third offense: Suspension, and/or fines, and
4. Fourth offense: Dismissal.

PVWC may, at its discretion, impose fines in lieu of, or in connection with, a suspension.

DISCLAIMER: Neither this manual nor any other PVWC guidelines, policies or practices create an employment contract.

Background Checks:

PVWC is responsible for processing, managing and protecting a water supply relied upon by tens of thousands of people. As such, all individuals who apply for employment with PVWC or who, by virtue of contracts entered into with third parties, are required to work on PVWC property must undergo, as a condition of employment, a thorough background check that includes a review of all searchable criminal records, motor vehicle records, civil litigation records, and State Department watch lists. Any employee or prospective employee who is denied employment or removed from employment as a result of information discovered through a background check will be provided with a copy of the adverse information and will be afforded the opportunity to contest the findings or explain the circumstances in the context of a hearing. All records obtained by PVWC in the course of background investigations will be held in strict confidence in accordance with state and federal law.

Employability Proof: After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

Employment Reference:

To ensure that individuals who work for the Employer are well-qualified and have a strong potential to be productive and successful, it is the policy of the Employer to check the employment references of all applicants at the Employer's discretion.

Employees should not, under any circumstances, provide another individual with information regarding a current or former employee. Any employee, including Department Heads, who receives a request for reference information should forward the request to the human resources official. Generally, unless otherwise required by law, the Employer will only confirm employees' name, title, salary, compensation, dates of service, reason for separation, if applicable, and specific educational or medical qualifications required for employment. The Employer's response to a request for reference information shall be communicated in writing only. The Employer does not honor oral requests for employment references.

A current or former employee may also authorize the Employer to release additional information. Unless otherwise required by law, the Employer will only release additional information if the current or former employee provides authorization, in writing.

Secure Facilities:

Because PVWC is responsible for processing, managing and protecting a critical national resource, all of its facilities, other than the customer service area of the Clifton facility, are secure. No one who is not an employee or Commissioner is permitted to enter the Little Falls facility without a pass and no one who is not an employee or Commissioner is permitted to enter the non-public areas of Clifton facility (including the employee parking area) unless they are meeting with PVWC personnel on PVWC business and are escorted by the appropriate PVWC employee. In addition, employees of the PVWC not on duty or carrying on any business of the PVWC shall not be permitted in the facilities. Employees who are found to have disregarded this policy or violated it by allowing an unauthorized person to enter PVWC Property will be subject to discipline up to and including termination of employment.

Work Force Reduction Policy:

Pursuant to N.J.A.C. 4A: 8-1.1 the PVWC may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority and lateral other re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.)

Driver's License Policy:

Any employee whose work requires that the operation of PVWC vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of PVWC vehicles will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment. Periodic checks of employee's driver's licenses visually and through the Department of Motor Vehicles shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a PVWC vehicle until such time as a valid license is obtained.

Any employee performing work that requires the operation of a PVWC vehicle must notify the Personnel Director in those cases where a license is expired, suspended or revoked and/or when the employee is unable to obtain an occupational permit from the State Department of Licensing. An employee who fails to report such an instance is subject to disciplinary action, up to and including demotion or termination. An employee who fails to immediately report such revocation or suspension to his or her supervisor and continues to operate a PVWC vehicle shall be subject to discipline, up to and including termination.

Any information obtained by the PVWC in accordance with this section shall be used by the PVWC only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Motor Vehicle Policy:

Employees who drive cars, trucks, vans and other equipment belonging to PVWC must obey all traffic laws and exercise extreme caution at all times. Employees may not utilize a hand-held cell phone or other electronic device while driving PVWC vehicles or operating PVWC equipment. While driving PVWC vehicles, employees must obey all traffic laws and exercise extreme caution at all times. Any employee who is observed using a hand-held cell phone or other electronic device while driving or receives a summons for same will be subject to discipline.

If an employee is involved in a traffic accident while using a Commission vehicle, however minor and regardless of whether the accident occurs during or after work hours, it must be reported to the police before the vehicle is removed from the scene. Thereafter, and as soon as possible, the accident must be reported to the employee's immediate supervisor. If an employee receives a summons while operating a Commission vehicle, that, too, must be reported to the Employee's immediate supervisor as soon as reported to the Employee's immediate supervisor as soon as possible. Any employee who operates PVWC vehicles or equipment must immediately report any restriction to, or loss of, their driving privileges to the Personnel Department.

Accidents involving Commission vehicles and summonses for motor vehicle violations issued to PVWC employees while operating Commission vehicles will be investigated by the Law Department and the Personnel Department. Employees found to have been responsible for an accident or who plead or are found guilty of a moving violation will be subject to discipline, including termination for serious infractions. In addition, all employees who are disciplined in accordance with this policy will have their driving monitored, both visually and electronically, for a period of one year. Subsequent violations of this policy will result in more serious discipline, including termination.

PVWC reserves the right to monitor driving abstracts of all employees who operate PVWC vehicles or equipment. Driving abstracts will be obtained every year by the Law Department and Personnel Department. Employees whose current driving records evidence unsafe behavior may have their PVWC driving privileges terminated, curtailed, or restricted, depending upon the circumstances.

PVWC reserves the right to send an employee for defensive driver training.

Job Description Policy:

Pursuant to Civil Service Commission Guidelines, a job description including qualifications shall be maintained for each position if the position is a Civil Service position. All job descriptions must be approved by PVWC. The Personnel Department will make copies available upon request.

Attendance Policy:

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies (as determined solely by PVWC) or when the supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. Employees who violate this policy will be subject to discipline.

Overtime Policy:

The Employer complies with all applicable federal and state laws with regard to payment of overtime work, including the New Jersey Wage and Hour Law and the federal Fair Labor Standards Act.

Under the Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$107,432 per year depending upon their job duties. The Human Resources department shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Executive Director's prior approval and at the sole discretion of the Executive Director.

Depending on work needs, employees may be required to work overtime. Employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Executive Director. Employees working overtime without prior approval will be subject to disciplinary action.

Non-exempt employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek

Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Only time actually worked is considered for purposes of determining overtime compensation.

Dress Code Policy:

Dress, grooming and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable Commission standards. All other employees are required to dress in a manner that is normally acceptable in business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is impermissible regardless of length. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

No Smoking Policy:

The PVWC has adopted a smoke-free policy for all of its property and in all of its buildings. PVWC property and facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere on PVWC property. Smoking inside vehicles owned by the PVWC and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

Telephone Usage Policy:

PVWC telephones are for official business and employees may make a personal call only to inform their family of unexpected overtime. Charges for all other personal calls must be reimbursed to the PVWC. The use of hand-held cell phones or other electronic devices while driving PVWC vehicles

or while driving on business is prohibited and employees who are observed or receive a summons for using a hand-held cell phone or other electronic device while driving will be subject to discipline.

Email, Voice Mail, Computer and Internet Usage Policy:

PVWC E-mail, voice mail and Internet are for official business and use for non-business purposes is prohibited. All PVWC e-mail, voice mail and Internet messages are official documents subject to the provisions of the Access to Public Records Act.

The PVWC reserves the right to monitor, obtain, review and disclose all e-mail messages, computer files, voice mail and Internet messages and other information stored on computers and communications systems owned, operated, or maintained by the PVWC as deemed necessary and appropriate within PVWC's discretion, and regardless of whether the information is of a business or personal nature. By using PVWC e-mail, computer systems, voice mail, and the Internet, each user agrees that the PVWC has unrestricted access and the right to disclose all information communicated or stored on the e-mail, computer systems, voice mail and Internet for any legitimate reason. E-mail shall not be used to harass, torment or disparage another party. Offensive and harassing communications are unacceptable and prohibited.

Social Media Policy:

The term "social media" as used in this Manual, should be broadly understood to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner. Specific examples of social media include but are not limited to Facebook, Twitter, MySpace, LinkedIn, Instagram, SnapChat, Vine, and YouTube.

Employees must comply with all PVWC rules and regulations when using social media on behalf of PVWC, or when referring to PVWC in their personal use of social media. Employees who observe violations of PVWC's rules and regulations on social media should report these violations to their supervisor or Department Head, the Executive Director, the Personnel Director, or the General Counsel in accordance with the Employee Complaint Policy. The following additional rules apply to PVWC employees in their use of social media either on behalf of or in reference to PVWC:

- Disclosure of PVWC's confidential or proprietary information is prohibited.
- Disclosure of information discovered in the course of employment and in which a PVWC employee or Commissioner may have an expectation of privacy is prohibited. Before posting a picture or likeness of or specifically referencing any employee or Commissioner on social media, employees must obtain permission from the affected employee or Commissioner.
- Use of social media for personal reasons on PVWC time or equipment is prohibited.
- Employees must abide by all applicable laws. Thus, employees are prohibited from making statements on social media that are defamatory, harassing, or discriminatory.
- Employees are prohibited from making willfully false statements of fact.

- Employees are prohibited from posting pictures, statements, or other communications that tend to compromise the public's confidence in PVWC.

The following additional rules apply regardless of whether the employee references PVWC in his or her use of social media:

- Employees are prohibited from using social media to communicate information tending to create a hostile work environment at PVWC.
- Employees are prohibited from using social media to communicate information tending to compromise the security of PVWC and its employees and Commissioners.

Employees are encouraged to use their best judgment at all times when using social media. In the event an employee requires clarification of PVWC's social media policy, he or she should seek assistance from his or her supervisor or Department Head, the Executive Director, the Personnel Director, or the General Counsel.

Bulletin Board Policy:

The bulletin boards located in the PVWC administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Personnel Director may post, remove, or alter any notice.

Badges:

Employees are responsible for maintaining their PVWC-issued I.D. badges. Employees are to report the loss of an I.D. badge immediately to the Personnel Office. Employees are not permitted to obtain a new I.D. badge until the loss has been reported and necessary corrective action has been taken.

Sick Leave Policy:

Employees are provided up to 15 paid days of sick leave per calendar year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of serious illness of family member. Employees must submit a doctor's verification of illness or injury if requested to do so by PVWC. If an employee is tending to an immediate family member, including civil union partner, a doctor's verification of that individual's condition is required. PVWC may require an employee to be examined by a physician designated by the PVWC, prior to returning to work, to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

Absences have a tendency to fall disproportionately around weekends. As a result, any employee who is out on the following days must have the need for such absence verified by a physician prior to returning to work:

- Friday and Monday in the same seven-day period.
- Thursday and Friday in the same seven-day period.
- Monday and Tuesday in the same seven day period.

In addition to the above, any employee who has taken more than three Fridays or Mondays (or any combination of Fridays and Mondays) due to illness in any calendar year, must obtain medical verification before returning to work from the fourth such Friday or Monday absence.

If you will be out in a manner covered by this policy, please contact the Personnel Director, who will schedule an appointment for you with a doctor chosen, and paid for, by the Commission. It will not be an excuse that you were not able to obtain an appointment with your own physician. Employees who violate this policy will be disciplined for sick time abuse.

The Commission specifically reserves the right to seek medical verification for absences taken at times not covered by this policy. If you have any questions concerning this policy, please contact the Personnel Director.

Domestic Violence Abuse Leave Policy:

PVWC complies with the New Jersey SAFE Act

The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- (1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (2) Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner
- (3) Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner
- (5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or

(6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

Leave of Absence Policy:

Employees may be granted a personal leave of absence for up to three months at the sole discretion of the PVWC if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the PVWC may extend a leave of absence for an additional period of time, if such extension is considered in the best interests of PVWC.

Family and Medical Leave Policy:

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family leave pursuant to the New Jersey Family Leave Act ("FLA").

FMLA: In order to be eligible for such leave under the FMLA, an employee must have at least one (1) year of service with PVWC and 1,250 hours of work during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year for the employee's own serious health condition that prevents the employee from performing the essential functions of his or her job, or to care for an immediate family member with a serious health condition.

FLA: In order to be eligible for such leave under the FLA, an employee must have at least one (1) year of service with PVWC and 1,000 hours of work. Eligible employees may receive up to twelve (12) weeks of leave every twenty-four (24) months to care for a newborn within twelve months of birth or adoption, or to care for an immediate family member with a serious health condition.

Civil Union partners are classified as "family members."

During the leave period, the employee's health benefits will be continued on the same terms as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Eligible employees who take leave under this policy must provide written notice and must use all accrued available sick, vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician's certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The PVWC reserves the right to deny any request for extended leave. Additional information concerning the Family and Medical Leave Policy and eligibility requirements are available from the Personnel Department.

Military Leave Policy:

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (The paid leave will be counted against any available time including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty calendar days after the paid leave is exhausted.

After this period has expired, employees may continue coverage for themselves or their dependents under the PVWC group plan by taking advantage of COBRA provisions. Members of the State administered retirement systems (PER and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee release from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Punching in and out:

All employees of the PVWC, with the sole exception of the Executive Director, must punch in and out. Employees will be granted only one missed punched in/out in any 30 day-period. This will include punches for arrivals, lunches, and departures.

Employees who miss more than one punch will be subject to disciplinary action. This may include, but is not limited to, suspension.

Performance Evaluation Policy:

The Employer recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Employer requires supervisors to conduct performance appraisals to ensure that:

- (1) each employee receives feedback on objectives, accomplishments, strengths, and areas for improvement;
- (2) each employee receives advice from his or her supervisor on ways to improve performance and has the chance to identify with his or her supervisor areas where greater contribution is possible, or where either feels more development would be beneficial; and
- (3) essential information is recorded concerning strengths and weaknesses of all employees in relation to career development, including potential for advancement and suitability for other positions and training.

The performance evaluation provides the vehicle for a dialogue between the employee and the supervisor and ensures shared expectations of the requirements for the employee's job and the employee's performance in the job. Accordingly, the Employer will use a performance review/evaluation system for all employees.

During performance reviews, supervisors will consider, among others:

- Initiative, dependability and effort
- Knowledge of work

- Attitude and willingness
- Quantity and quality of work
- Disciplinary record
- Attendance and tardiness

A copy of an employee performance evaluation shall be maintained in the employee's personnel file.

Protection and Safe Treatment of Minors:

The Employer is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the Employer is firmly committed to protecting children under the care and supervision of the Employer from all forms of physical, mental, sexual, and emotional abuse. The Employer is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the Employer. The procedures outlined below shall apply to all officials, employees, and volunteers of the Employer.

Acknowledgment of Receipt of Personnel Policies, Procedures and

Employee Handbook Manual

I acknowledge that I have received a copy of PVWC's Personnel Policies, Procedures and Employee Handbook Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my supervisor, Department Head, Executive Director or the Personnel Director. No supervisor or other representative of the PVWC has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Manual states PVWC's personnel policies in effect on the date of publication. I understand that nothing contained in the Manual may be construed as creating a promise of future benefits or a binding contract with PVWC for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

I further understand that I am an at-will employee unless I am a party to a collective bargaining agreement that states otherwise.

Please sign and date this receipt and return it to the Personnel Department, within 5 days of receipt of the handbook.

Date: _____

Signature: _____

Print Name: _____

Department: _____

EMPLOYMENT PRACTICES BEST PRACTICES CHECKLIST

Name of Municipality or Authority: _____

SECTION ONE:

- ☐ Adopt and distribute to managerial/supervisory employees the Personnel Policies and Procedures Manual:

Required Policies to be included in Manual:

1. Equal Employment Opportunity Policy
2. Americans with Disabilities Act Policy
3. Contagious or Life Threatening Illnesses Policy
4. Safety Policy
5. Alcohol and Drug-Free Workplace
6. Workplace Violence Policy
7. Policy Against Harassment
8. Whistle Blower Policy
9. Overtime
10. Confidentiality of Personnel Files
11. Political Activity Policy
12. Performance Evaluation Policy
13. Discipline and Termination Policy
14. Use of Employer Vehicles Policy (Non-Law Enforcement)
15. Computer Use, Electronic Mail, and Internet Policy
16. Family and Medical Leave Act Policy
17. New Jersey Family Leave
18. Military Leave Policy
19. Domestic Violence Abuse Leave Policy
20. Employment Reference
21. Protection and Safe Treatment of Minors

SECTION TWO:

- ☐ Distribute a notice concerning the Conscientious Employee Protection Act to all personnel
- ☐ Adopt and distribute the Employee Handbook:
- ☐ Adopt the model civil rights resolution (municipalities only).
- ☐ Train managerial and supervisory personnel:
- ☐ Have Police Chief, Deputy Chief, Public Safety Director, Captains & Lieutenants complete the special EPL training course (municipalities only)
- ☐ Offer Anti-Harassment training to all other personnel:
- ☐ Review NJ MEL Helpline for Employment Practices.

I, _____, the (check ☐ General Counsel or ☐ Employment Attorney) of (member name) _____ hereby certify that the member has verified to me that the above actions have been completed and that I have read the Personnel Policies and Procedures Manual and the Employee Handbook.

Signature: _____

Date: _____ Telephone: _____

To qualify for the Employment Practices Liability standard policy deductible, this checklist should be returned to the MEL Fund Office (9 Campus Drive, Suite 216, Parsippany, NJ 07054 or scantwell@permainc.com) as soon as possible. Members submitting this form by November 1, 2023 will qualify or continue to qualify for the deductible. Members submitting this form after the deadline will become eligible for the deductible incentive upon approval of the application, but not retroactively.

2024 ADOPTED BUDGET RESOLUTION

Passaic Valley Water Commission

FISCAL YEAR: January 01, 2024 to December 31, 2024

WHEREAS, the Annual Budget and Capital Budget/Program for the Passaic Valley Water Commission for the fiscal year beginning January 01, 2024 and ending December 31, 2024 has been presented for adoption before the governing body of the Passaic Valley Water Commission at its open public meeting of January 24, 2024; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget presented for adoption reflects Total Revenues of \$117,996,531.00, Total Appropriations, including any Accumulated Deficit, if any, of \$107,855,282.00, and Total Unrestricted Net Position utilized of \$0.00; and

WHEREAS, the Capital Budget as presented for adoption reflect Total Capital Appropriations of \$94,094,430.00 and Total Unrestricted Net Position Utilized of \$15,000,000.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission at an open public meeting held on January 24, 2024 that the Annual Budget and Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning January 01, 2024 and ending December 31, 2024 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

lamodio@pvwc.com

(Secretary's Signature)

1/24/2024

(Date)

Governing Body Recorded Vote

Member	Aye	Nay	Abstain	Absent
Rigoberto Sanchez	x			
Ruby Cotton	x			
Carmen DePadua				x
Joseph Kolodziej	x			
Jeffrey Levine	x			
Ronald Van Rensalier	x			
Gerald Friend	x			

RESOLUTION # 24-020

PASSAIC VALLEY WATER COMMISSION

**SHARED COOPERATIVE SERVICE AGREEMENT
NO. 24 7234 8056 RA WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

DATE OF ADOPTION: JANUARY 24, 2024

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted the Work Initiation Document for Wildlife Damage Management dated January 16, 2024 and a Shared Cooperative Service Agreement, (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the scope of services (hereinafter "Services") of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the strength of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs (while maintaining a humane approach), with the Agreement to commence February 1, 2024 and continue through September 30, 2024; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$13,518.00 as set forth in in the section entitled "Financial Plan" to the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, and Director of Purchasing, and is recommended for acceptance; and

WHEREAS, a copy of the Agreement and other relevant correspondence is attached hereto and made a part hereof as **Exhibit A**; and

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

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

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

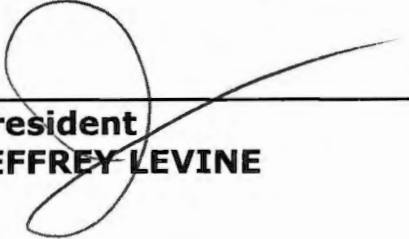
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

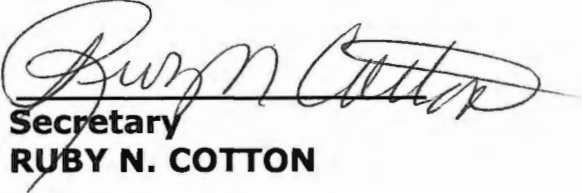
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
JEFFREY LEVINE

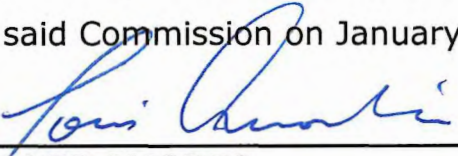


Secretary
RUBY N. COTTON

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 January 24, 2024.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

(7/2019 version)

WS Agreement No: 24 7234 8056 RA

WBS Element: AP.RA.RX34.72.0099

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

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

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Aaron Guikema, State Director
USDA APHIS WS Program in New Jersey
140 C Locust Grove Road, Pittstown, NJ 08867
908-735-5654

Aaron.T.Guikema@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on February 1, 2024 and shall continue through September 30, 2024, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

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

Cooperator's Tax ID No.: 22-6002470
APHIS-WS's Tax ID: 41-0696271

COOPERATOR

_____ PVWC Representative PVWC 800 Union Boulevard, Totowa, New Jersey	_____ Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

_____ Aaron Guikema, State Director USDA, APHIS, WS 140C Locust Grove Road, Pittstown, NJ 08867	_____ Date
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WORK PLAN

In accordance with the Cooperative Service Agreement between PVWC and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

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

The APHIS-WS program uses an integrated wildlife damage management approach in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Program Objective

The wildlife damage management program at PVWC will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese (*Branta canadensis*).

Plan of Action

Canada goose presence on PVWC property(s) can negatively impact the quality of life for residents, patrons and/or employees. Geese can affect human health and safety through disease concerns associated with feces, aggressive behavior when defending nests or young, and hazards when on roadways or near airports. Additionally, geese can cause damage to property and natural resources through overgrazing of vegetation and accumulation of feces in bodies of water.

APHIS-WS wildlife biologists and specialists, who have been trained in wildlife damage management, will conduct nest and egg management (egg addling), population monitoring, and capture and euthanasia of resident Canada geese. Population monitoring may occur throughout the length of the agreement.

Egg addling inhibits reproduction to prevent local population growth and reduces damage associated with localized overpopulation. APHIS-WS will conduct treatment and/or removal of resident Canada goose nests and eggs throughout the nesting season, typically March through May.

Capture and euthanasia of resident Canada geese will occur one day during the molt period in June or July. APHIS-WS and PVWC will determine if other capture methods are appropriate outside of the molt period, such as cannon nets, bow nets, or other proposed methods. Birds are

euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy. When applicable, APHIS-WS will sample and test euthanized birds for research purposes. APHIS-WS will dispose of birds as permitted by the U.S. Fish and Wildlife Service (USFWS) by burial, incineration or donation for non-human consumption.

APHIS-WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS-WS program. APHIS-WS will provide a final report to PVWC summarizing Canada goose management pursuant to this agreement no later than September 30, 2024.

APHIS-WS and PVWC Agree

1. PVWC will coordinate with APHIS-WS before responding to media, public requests, or posting information to social media pertaining to wildlife damage management activities. PVWC will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS-WS will conduct activities designated in the Work Plan only on the property(s) of PVWC, unless written permission has been obtained through a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.
3. PVWC certifies non-lethal Canada goose management techniques have been utilized on their property(s) prior to this agreement and will continue non-lethal techniques. Non-lethal techniques include, but are not limited to, harassment, exclusion, habitat modification, visual deterrents and/or egg addling.
4. PVWC has implemented a no feeding policy on their property(s).

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$ 7,655.00
Travel		\$ 1,743.00
Vehicles		\$ 954.00
Other Services		\$ -
Supplies and Materials		\$ 280.00
Equipment		\$ -
Subtotal (Direct Charges)		\$ 10,632.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 1,169.00
Indirect Costs	16.15%	\$ 1,717.00
Aviation Flat Rate Collection		\$ -
Agreement Total		\$ 13,518.00
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$13,518.</p> <p>APHIS-WS costs are not based on number of nests found or birds captured but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended should activities be deemed unnecessary.</p>		

Financial Point of Contact/Billing Address:

PVWC

Name: _____

Address: _____

Phone Number: _____

Email: _____

APHIS-WS New Jersey State Office

Lisa Spinelli, Budget Analyst
 140 C Locust Grove Road
 Pittstown, NJ 08867
lisa.l.spinelli@usda.gov
 908-735-5654

Purchase orders, if applicable, should be submitted to APHIS-WS contact above.


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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0335. The time required to complete this information collection is estimated to average .063 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0578-0335
EXP. XXX/XXXX

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

WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER				2. STATUS <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL			
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) <input checked="" type="checkbox"/> PRIVATE PROPERTY <input type="checkbox"/> NON-PRIVATE PROPERTY <input type="checkbox"/> TEMPORARY/CIVIL <input type="checkbox"/> ADJACENT LANDOWNER <input type="checkbox"/> AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT				3B. ASSIGN TO THESE SPECIAL GROUPS (1) _____ (2) _____ (3) _____ (4) _____			
SECTION 2	4. COOPERATOR NAME (last, first, MI) Simone, Wendy							
	5. COOPERATOR MAILING ADDRESS 800 Union Blvd, Totowa, NJ 07512							
	6. COMMON NAME Passaic Valley Water Commission				7. COOPERATOR TELEPHONE NUMBER 973-237-2044			
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator)				9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER			
SECTION 3	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)							
	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s		13. TARGETED SPECIES	
	COUNTY	PROPERTY	LAND CLASS	ACRES				
	A. Passaic	Passaic Vall	Private	attachment	A.		A. Geese, Canada	F.
	B.				B.		B. Swans, Mute	G.
	C.				C.		C. Geese, Feral	H.
	D.				D.		D. Ducks, Feral	I.
E.				E.		E. Ducks, Mallards	J.	
STATE NJ				TOTAL ACRES attachment		<input type="checkbox"/> 14. There are additional targeted species (complete and attach WS Form 12 Attachment)		
SECTION 4	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. Car/truck		B. Boat		C. Hand tools			
	D. Handcaught/gathered		E. Traps, drive		F.			
	<input type="checkbox"/> 16. There are additional components (complete and attach WS Form 12 Attachment)							
SECTION 5	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officials, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates of the project site as part of component or activity tracking or as wildlife disease monitoring or research data.							
	18. In consideration of these understandings, and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of those possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
19. SPECIAL CONSIDERATIONS Mute swans will only be surveyed.								
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE				20B. SIGNATURE		20C. DATE		
21A. APHIS REPRESENTATIVE NAME April Simnor				21B. SIGNATURE 		21C. DATE 1/16/2024		
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER 908-256-4417				21E. STATE OFFICE ADDRESS 140C Locust Grove Road, Pittstown, NJ 08867				

NJ MIS AGREEMENT: Passaic Valley Water Commission

Name	Land Class	Acres
Great Notch	Private	120
Levine Reservoir	Private	120
Little Falls Water Treatment Plant	Private	120
New Street Reservoir	Private	100
Passaic Valley Water Commission	Private	1
Point View Reservoir	Private	500
		961 Acres total

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: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) Agreement
24 7234 8056 RA from February 1, 2024 –
September 30, 2024

Amount of Project or Contract: \$ 13,518.00

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

Specific Appropriation to which expenditures will be charged: Budget 2024

Other comments: Eight (8) Month Contract Commencing: February 2024

Date of Certification: January 24, 2024 -

Amount Certified: \$ 13,518.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb
