



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #15- 14

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: February 18, 2015

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: KOLODZIEJ offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

- 1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Summary Aging Reports i/m/o Prismatic Settlement; Beirut Restaurant Personnel: New Hires: Lindsey Kelly-Keyboarding Clerk/TA/Andra Shearn-Laborer/TA and Eric Beltran-Laborer/TA Administration: other matters as may be discussed in camera.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: GRADDY AYES: 7 Time-12:52 PM

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

Table with 4 columns: Name, AYE, NAY, ABSTAIN, ABSENT. Rows include RIGO SANCHEZ, JEFFREY LEVINE, RUSSELL GRADDY, GLORIA KOLODZIEJ, MENACHEM BAZIAN, THOMAS P. DE VITA, and CHRYSTAL CLEAVES. All 'AYE' boxes are marked with an 'X'.

Handwritten signature of Chrystal Cleaves, PRESIDENT, CHRYSTAL CLEAVES

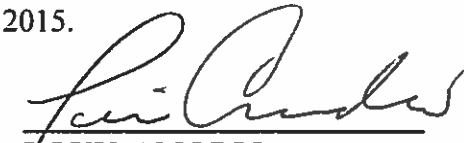
Handwritten signature of Thomas P. De Vita, SECRETARY, THOMAS P. DE VITA



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 18, 2015.

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

**RESOLUTION # 15-16**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: FEBRUARY 18, 2015**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS**, on January 13, 2015 three (3) bids were received by Contract No. 15-B-10 "Bituminous Materials"; and

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

**WHEREAS**, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

**WHEREAS**, the lowest responsive, responsible bid submitted for this contract was that of Tilcon New York, Inc. (the "Awardee") of Wharton, New Jersey with respect to said bid in the amount of \$317,110.00; and

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

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

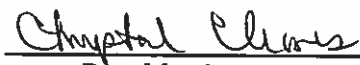
1. That Contract No. 15-B-10 "Bituminous Materials" in the total amount set forth hereinabove in connection with the above described goods and services is hereby awarded to the Awardee as also set forth hereinabove, and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the

submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 15-B-10 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

|                      | <b>AYE</b> | <b>NAY</b> | <b>ABSTAIN</b> | <b>ABSENT</b> |
|----------------------|------------|------------|----------------|---------------|
| <b>SANCHEZ, R.</b>   | <u>X</u>   | ---        | ---            | ---           |
| <b>LEVINE, J.</b>    | <u>X</u>   | ---        | ---            | ---           |
| <b>GRADDY, R.</b>    | <u>X</u>   | ---        | ---            | ---           |
| <b>KOLODZIEJ, G.</b> | <u>X</u>   | ---        | ---            | ---           |
| <b>BAZIAN M.</b>     | <u>X</u>   | ---        | ---            | ---           |
| <b>DE VITA, T.</b>   | <u>X</u>   | ---        | ---            | ---           |
| <b>CLEAVES, C.</b>   | <u>X</u>   | ---        | ---            | ---           |

Adopted at a meeting of Passaic Valley Water Commission.

  
 \_\_\_\_\_  
 President  
**CHRYSTAL CLEAVES**

  
 \_\_\_\_\_  
 Secretary  
**THOMAS P. DE VITA**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 18, 2015.

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

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

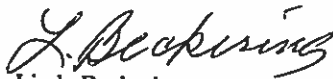
DATE: January 16, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 15-B-10**  
**Bituminous Materials**

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Tilcon New York, Inc.**, of Wharton, New Jersey, in the amount of **\$317,110.00**

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio ✓  
J. Duprey ✓

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

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Description of Project or Contract: **15-B-10 - Tilcon New York, Inc.**

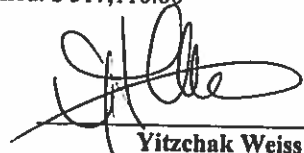
Amount of Project or Contract: **\$ 317,110.00**

1. Acct: # 001-3002-424-43-05 R & M Materials / Street Resurface

Specific Appropriation to which expenditures will be charged: Budget 2015/2016/2017

Other comments: **Two (2) Year Contract Commencing: February 2015  
Bituminous Materials**

Date of Certification: **01/16/2015** Certified: **\$ 317,110.00**

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

YW:lb

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Contract 15-B-10  
Bituminous Materials

Bids Received: January 13, 2015

| BIDDERS  | BID DEPOSIT<br>CC- Certified Check<br>CA- Cashier's Check<br>BB- Bid Bond  | TOTAL AMOUNT OF CONTRACT           | REMARKS   |
|--|--|------------------------------------|---|
| Tilcon New York, Inc.<br>625 Mount Hope Road<br>Wharton, New Jersey 07885<br><a href="mailto:dcmoore@tilconny.com">dcmoore@tilconny.com</a>                  | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input checked="" type="checkbox"/> 10% Bid Bond<br>Not to Exceed<br>\$20,000.00 | \$317,110.00                       | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input checked="" type="checkbox"/> Public Works Cont. Cert. |
| Stone Industries<br>400-402 Central Avenue<br>Haledon, New Jersey 07508<br><a href="mailto:cbruseo@braens(online).com">cbruseo@braens(online).com</a>        | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input checked="" type="checkbox"/> Bid Bond<br>Not to Exceed<br>\$20,000.00     | \$327,480.00                       | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.            |
| Newark Asphalt Corporation<br>Foot of Passaic Avenue<br>Newark, New Jersey 07104<br><a href="mailto:jbkgica@newarkasphalt.com">jbkgica@newarkasphalt.com</a> | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input checked="" type="checkbox"/> 10% Bid Bond<br>Not to Exceed<br>\$20,000.00 | \$233,200.00<br>No Bid Items 3 & 4 | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.            |
|  | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input type="checkbox"/> Bid Bond<br>Not to Exceed<br>\$                         |                                    | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                                  |
|  | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input type="checkbox"/> Bid Bond<br>Not to Exceed<br>\$                         |                                    | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                                  |

**RESOLUTION #15-17  
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION-  
SHARED (COOPERATIVE) SERVICES AGREEMENT  
(15 7234 8056 RA) WITH USDA FOR  
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

**DATE OF ADOPTION: February 18, 2015**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS**, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 19, 2014, and a Shared (Cooperative) Services Agreement (USDA Agreement 15 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

**WHEREAS**, the performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2015 and continue through September 30, 2015; and

**WHEREAS**, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,605.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement; and

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

**WHEREAS**, a copy of the Director of Engineering's memorandum dated January 22, 2015, along with a copy of the Agreement and other



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

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

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

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


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

1. That the Agreement in the total amount set forth hereinabove in connection with the above described goods and 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**

|                      | <b>AYE</b> | <b>NAY</b> | <b>ABSTAIN</b> | <b>ABSENT</b> |
|----------------------|------------|------------|----------------|---------------|
| <b>SANCHEZ, R.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>LEVINE, J.</b>    | <u>X</u>   | ___        | ___            | ___           |
| <b>GRADDY, R.</b>    | <u>X</u>   | ___        | ___            | ___           |
| <b>KOLODZIEJ, G.</b> | <u>X</u>   | ___        | ___            | ___           |
| <b>BAZIAN M.</b>     | <u>X</u>   | ___        | ___            | ___           |
| <b>DE VITA, T.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>CLEAVES, C.</b>   | <u>X</u>   | ___        | ___            | ___           |

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


  
\_\_\_\_\_  
**President**  
**CHRYSTAL CLEAVES**

  
\_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

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

**PASSAIC VALLEY WATER COMMISSION**

**SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR  
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

**DIRECTOR OF ENGINEERING'S MEMORANDUM  
DATED JANUARY 22, 2015**

**USDA CORRESPONDENCE DATED DECEMBER 19, 2014  
AND USDA AGREEMENT 15 7234 8056 RA**

**EXHIBIT A**

**PASSAIC VALLEY WATER COMMISSION  
INTEROFFICE MEMORANDUM**

Date: January 22, 2015  
To: Hon. Commissioners  
From: J. Bella & J. Duprey  
cc: G. Hanley  
L. Amodio  
L. Beckering  
Re: Cooperative Services Agreement with USDA for  
Canada Goose Damage Management Project

*Summary:*

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

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

The said Project would commence on or about February 1, 2015 and continue through September 30, 2015 with PVWC's financial contribution to USDA to be in the amount of \$11,605.00.

*Background:*

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated December 19, 2014, and a Shared (Cooperative) Services Agreement (USDA Agreement 15 7234 8056 RA), (the "Agreement") for USDA to assist PVWC in a Canada Goose Damage Management Project.

The performance of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs, with the Agreement to commence February 1, 2015 and continue through September 30, 2015.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$11,605.00 as set forth in Attachment B entitled "Financial Plan" to the Agreement.

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

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United States  
Department of  
Agriculture

Animal and  
Plant Health  
Inspection  
Service

Wildlife Services

350 Corporate Blvd  
Robbinsville, NJ  
08691

P- (609) 259-5254  
F- (609) 259-5241

December 19, 2014

Dear Cooperator:

We look forward to assisting with your integrated Canada goose management in 2015. Enclosed you will find the following documents for review:

1. Work Initiation Document for Wildlife Damage Management (WS Form 12A)
2. Cooperative Service Agreement (3 copies)

Please sign and date all three copies of the agreement as well as one copy of the WS Form 12A. A tax identification number must be provided on the agreement's signature page, in order for this agreement to be executed. Please also complete the financial contact information on the last page.

Return all three signed copies of the agreement and one signed copy of the WS Form 12A using the enclosed self-addressed envelope by February 1, 2015 or mail to the following address:

USDA APHIS Wildlife Services  
Attn: Kimberly Clapper  
350 Corporate Blvd  
Robbinsville, NJ 08691

A fully executed agreement with original signatures will be returned to you. If you have any questions, feel free to call me at (908) 623-7409.

Sincerely,

Kimberly Clapper  
Wildlife Biologist



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs  
An Equal Opportunity Provider and Employer

Federal Relay Service  
(Voice/TTY/ASCII/Spanish)  
1-800-877-8339

| UNITED STATES DEPARTMENT OF AGRICULTURE<br>ANIMAL AND PLANT HEALTH INSPECTION SERVICE<br>WILDLIFE SERVICES |  | 1. _____<br>Work Initiation Document Number   | 2. <u>12</u> , <u>19</u> , <u>2014</u><br>MM DD YYYY |       |          |       |          |       |          |       |          |       |                   |  |   |   |
|--|--|---|--|-------|----------|-------|----------|-------|----------|-------|----------|-------|-------------------|--|---|---|
| <b>WORK INITIATION DOCUMENT FOR WILDLIFE DAMAGE MANAGEMENT</b>   |  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SECTION 1  | 3. TYPE OF WORK INITIATION DOCUMENT (mark all that apply):<br><input checked="" type="checkbox"/> Private Property <input type="checkbox"/> Temporary <input type="checkbox"/> Non-Private Property    Assign to These Special Groups<br><input type="checkbox"/> Adjacent Landowner <input type="checkbox"/> Amendment to a Work Initiation Doc. <input type="checkbox"/> Amendment to Existing Work Initiation Doc.  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SECTION 2  | 4. Cooperator's Name <u>Passaic Valley Water Commission</u><br>Last First Middle<br>5. Cooperator's Address <u>800 Union Blvd.</u> <u>Totowa</u><br>Street City<br>Where will work be performed? (give address or directions, if different from above) <u>Passaic Valley Water Commission Property</u><br>6. Business/Farm/Ranch/for Common Name _____<br>7. <u>New Jersey</u> <u>07512-2211</u><br>State ZIP Code<br>8. Owner's or Representative's Name <u>Wendy Simone</u> 9. <u>973-237-2044</u><br>(if different from Cooperator's) Cooperator Telephone Number<br>10. Owner's or Representative's Address _____<br>(if different from Cooperator's) Street City State ZIP Code   |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SECTION 3  | 11. WS Employee and Work Location Information:<br><u>Kimberly Clapper</u><br>WS Employee Name<br><u>Passaic</u><br>County<br><u>New Jersey</u><br>State  | 12. Land Class Information:<br><table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Land Class</th> <th>Acres</th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr><td>4. _____</td><td>_____</td></tr> <tr><td colspan="2">Total Acres _____</td></tr> </tbody> </table> | Land Class   | Acres | 1. _____ | _____ | 2. _____ | _____ | 3. _____ | _____ | 4. _____ | _____ | Total Acres _____ |  | 13. Adjoining Property Work Information Document Number(s):<br>1. _____<br>2. _____<br>3. _____<br>4. _____ | 14. Species Information:<br>1. <u>Canada goose</u><br>2. <u>mute swan</u><br>3. <u>mallard duck</u><br>4. _____<br><input type="checkbox"/> 15. If box is checked, attachment lists additional species. |
| Land Class   | Acres  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| 1. _____   | _____  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| 2. _____   | _____  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| 3. _____   | _____  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| 4. _____   | _____  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| Total Acres _____  |  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SECTION 4  | 16. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Section 3 (Item 14, and Item 15, 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:<br>COMPONENTS: 1. <u>Nest and Egg Treatment</u> 2. <u>Capture and Euthanasia</u> 3. <u>Disease Surveillance</u><br>4. _____    5. _____    6. _____<br><input type="checkbox"/> If box is marked, an attachment lists additional methods or devices.   |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| 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 officers, 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 14, (and Item 15, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS, WS, will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SECTION 6  | 18. In consideration of these understandings and of the benefits to be derived, I, the cooperator or cooperator's representative, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document, any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 14, (and Item 15, if applicable) unless such use of said toxicant is agreed to by APHIS in writing. |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |
| SPECIAL CONSIDERATIONS:  |  |   |  |       |          |       |          |       |          |       |          |       |                   |  |   |   |

|   |                  |   |          |
|---|------------------|---|----------|
| SIGNATURE AND TITLE (Landowner, Lessee, or Administrator) | TELEPHONE NUMBER | ADDRESS                                       | DATE     |
|   | 973-237-2044     | 800 Union Blvd.<br>Totowa, NJ 07512           |          |
| SIGNATURE AND TITLE (APHIS Representative)                | TELEPHONE NUMBER | ADDRESS                                       | DATE     |
| <i>Wildlife Biologist</i>                                 | 908-623-7409     | 350 Corporate Blvd.<br>Robbinsville, NJ 08691 | 12/19/14 |

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

**ARTICLE 1**

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

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and the PVWC mutually agree:

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

**PVWC:**  
Joseph A. Bella, Executive  
Director  
800 Union Boulevard  
Totowa, NJ 07512-2211  
Contact: Wendy Simone  
Phone: (973) 237-2044

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

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

#### ARTICLE 4

The PVWC agrees:

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



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

#### ARTICLE 5

APHIS WS Agrees:

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

#### ARTICLE 6

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

#### ARTICLE 7

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

#### ARTICLE 8

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

#### ARTICLE 9

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

#### ARTICLE 10

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

#### ARTICLE 11

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

#### ARTICLE 12

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

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

PVWC Taxpayer Identification Number (TIN) \_\_\_\_\_

**PVWC:**

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

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

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

## ATTACHMENT A WORK PLAN

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

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

### Purpose

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

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

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

### Planned APHIS WS Activities

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

Nest and egg management (egg addling) will occur throughout the nesting season (March-May). Two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and PVWC will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PVWC'S request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PVWC, summarizing Canada goose management pursuant to this Agreement, no later than September 30, 2015.

### Effective Dates

This Agreement shall become effective on February 1, 2015 and shall expire on September 30, 2015.

**ATTACHMENT B  
FINANCIAL PLAN**

|                                    |                 |
|------------------------------------|-----------------|
| Personnel Costs .....              | \$5,938         |
| Vehicle (Fuel & Maintenance) ..... | \$1,398         |
| Travel .....                       | \$1,604         |
| Supplies & Equipment .....         | \$187           |
| Subtotal (Direct Costs) .....      | <u>\$9,127</u>  |
| Pooled Job Costs .....             | \$1,004         |
| Indirect Costs .....               | \$1,474         |
| TOTAL .....                        | <u>\$11,605</u> |

APHIS WS costs are not based on the number of nests found or the number of geese removed, but is instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed \$11,605.

**Billing Cycle:** Quarterly

Financial Point of Contact

PVWC:

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

APHIS WS:

Lisa L. Spinelli, Budget Analyst  
Phone: (908) 735-5654 Ext. 10  
Fax: (908) 735-0821  
Email: [Lisa.L.Spinelli@aphis.usda.gov](mailto:Lisa.L.Spinelli@aphis.usda.gov)

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

**PVWC'S FINANCIAL CERTIFICATION SHEET**

**EXHIBIT B**

# OFFICE OF THE COMPTROLLER

## CERTIFICATION OF AVAILABILITY OF FUNDS

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

---

Description of Project or Contract: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) from February 1, 2015 – September 30,2015

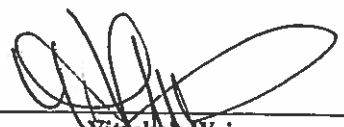
Amount of Project or Contract: \$ 11,605.00

1. Acct: # 001-2002-423-40-21 Groundskeeping

Specific Appropriation to which expenditures will be charged: Budget 2015

Other comments: Eight (8) Month Contract Commencing: February 2015

Date of Certification: 01/23/2015 Certified: \$ 11,605.00

  
\_\_\_\_\_  
Yitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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**RESOLUTION #15-18**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**STATE CONTRACT #T2007 83011**  
**PROCUREMENT OF ONE (1) VEHICLE FOR PVWC'S**  
**LABORATORY DEPARTMENT**  
**DATE OF ADOPTION: February 18, 2015**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS**, PVWC requires the procurement of one (1) year 2015 Jeep Patriot 4WD for PVWC's Laboratory Department; and

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

**WHEREAS**, PVWC has elected to procure the said vehicle in the total amount of Hertrich Fleet Services, Inc. of Milford, Delaware (the "Awardee") under State Contract #T2007 83011 in the amount of \$20,494.00; and

**WHEREAS**, a copy of a memorandum dated February 3, 2015 from PVWC's Director of Purchasing, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

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

**WHEREAS**, the Executive Director and the Director of Engineering have reviewed the above-referenced memorandum and concur with the Director of Purchasing's recommendations, (and the General Counsel has reviewed the proposed purchase as to form and legality); and

**WHEREAS**, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said

certificate is attached hereto and made a part hereof in above-referenced Exhibit A;

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

1. That the purchase of the above-referenced vehicle under the referenced State Contract is hereby awarded to the Awardee in the total amount as stipulated hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to said procurement under the State Contract as also set forth hereinabove.

---

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

|                      | <b>AYE</b> | <b>NAY</b> | <b>ABSTAIN</b> | <b>ABSENT</b> |
|----------------------|------------|------------|----------------|---------------|
| <b>SANCHEZ, R.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>LEVINE, J.</b>    | <u>X</u>   | ___        | ___            | ___           |
| <b>GRADY, R.</b>     | <u>X</u>   | ___        | ___            | ___           |
| <b>KOLODZIEJ, G.</b> | <u>X</u>   | ___        | ___            | ___           |
| <b>BAZIAN M.</b>     | <u>X</u>   | ___        | ___            | ___           |
| <b>DE VITA, T.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>CLEAVES, C.</b>   | <u>X</u>   | ___        | ___            | ___           |

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

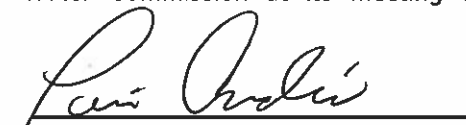
  
\_\_\_\_\_  
**President**  
**CRYSTAL CLEAVES**

  
\_\_\_\_\_  
**Secretary**  
**THOMAS P. DE VITA**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 18, 2015.

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

**PASSAIC VALLEY WATER COMMISSION**

**STATE CONTRACT #T2007 83011  
PROCUREMENT OF ONE (1) VEHICLE FOR  
PVWC'S LABORATORY DEPARTMENT**

**PVWC'S PURCHASING DEPARTMENT'S  
MEMORANDUM DATED FEBRUARY 3, 2015  
PVWC'S FINANCIAL CERTIFICATION SHEET  
AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

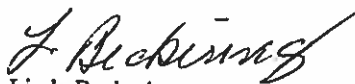
DATE: February 3, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: State Contract Purchase – Contract T2007 83011  
2015 Jeep Patriot 4WD

This purification requires a new vehicle (documentation attached).

The State Contract purchase will be from Hertrich Fleet Services, Inc., of Milford, Delaware for one (1) 2015 Jeep Patriot in the amount of \$20,494.00. Funds for this purchase have been budgeted under our 2015 Capital Expenditures. The Finance Department has "Certified the Availability of Funds" (attached).

Respectfully submitted,



Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey ✓

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **State Contract T2007 A83011  
Hertrich Fleet Services, Inc.**

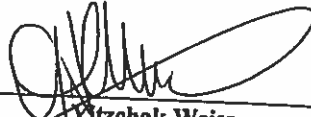
Amount of Project or Contract: \$ 20,494.00

1. Acct: # 001-0901-419-95-04 Capital / Vehicles

Specific Appropriation to which expenditures will be charged: Capital Budget 2015

Other comments: Single Purchase: February 2015  
One (1) 2015 Jeep Patriot

Date of Certification: 02/03/2015 Certified: \$ 20,494.00

  
Fitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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**MASTER NOTIFICATION  
2014/2015 VEHICLE MANUFACTURER'S CUT-OFF DATES**

1/22/2015

| Line Item   | Quantity | Make/Model   | Class                                    | Class Code        | Category                                   |
|---|----------|--|--|-------------------|--|
| 1   |          | AUTOMOBILE, SEDAN, SUB-COMPACT, 4-DOOR   | 2015 FORD FESTA SEDAN S                  |                   |  |
| 2   |          | AUTOMOBILE, SEDAN, COMPACT, 4-DOOR   | 2015 FORD FOCUS SEDAN S                  | Not Published Yet | AS8221 CHAS B WANNER INC. DIEA WANNER FORD |
| 3   |          | AUTOMOBILE, SEDAN, MID-SIZE, 4-DOOR  | 2015 FORD FUSION S                       | Not Published Yet | AS8221 CHAS B WANNER INC. DIEA WANNER FORD |
| 4   |          | AUTOMOBILE, CROSSOVER, MID-SIZE, 4-DOOR  | 2015 DODGE JOURNEY SE FWD                | 1/28/2015         | AS8222 KERTINCH FLEET SERVICES             |
| 5   |          | AUTOMOBILE, SEDAN, FULL-SIZE, 4-DOOR   | 2015 CHEVROLET IMPALA LIMITED LS         | Not Published Yet | AS8222 KERTINCH FLEET SERVICES             |
|   |          |  |  | 2/5/2015          | AS8222 KERTINCH FLEET SERVICES             |
| <b>IMPORTANT NOTE:</b> The mfg. plant for Dodge Caravan (Section 1) will be shut down from 2/13/15 to 5/25/15. To ensure production prior to 2/13/15, orders must be placed before 1/14/14. Any orders placed after 1/14/14 will not be produced until after 5/25/15 when the plant re-opens.   |          |  |  |                   |  |
| 1-2   |          | MINIVAN, 7-PASSENGER   | 2015 DODGE GRAND CARAVAN SE*             | Not Published Yet | AS2688 KERTINCH FLEET SERVICES             |
| 3-4   |          | PASSENGER VAN, FULL-SIZE, 8-PASSENGER  | 2015 FORD TRANSIT 150 WAGON XL           | Not Published Yet | AS8228 CHAS B WANNER INC. DIEA WANNER FORD |
| 5-6   |          | PASSENGER VAN, FULL-SIZE, 12-PASSENGER   | 2015 CHEVROLET EXPRESS 2500 WAGON LS     | 1/29/2015         | AS8229 WALL CHEVROLET INC.                 |
| 7-8   |          | PASSENGER VAN, FULL-SIZE, 15-PASSENGER   | 2015 CHEVROLET EXPRESS 3500 WAGON LS     | 1/29/2015         | AS8230 KERTINCH FLEET SERVICES             |
| 9-10  |          | PASSENGER VAN, FULL-SIZE, 15-PASSENGER, HIGH ROOF  | 2015 FORD TRANSIT 350 WAGON XL HIGH ROOF | Not Published Yet | AS8231 BETER FORD LLC                      |
| <b>IMPORTANT NOTE:</b> Please refer to the New Jersey Motor Vehicle Commission's rules and regulations (13.20.5.1) pertaining to school vehicle transport before ordering a passenger van for this purpose. Information regarding these regulations is available at the following websites:<br><a href="http://www.state.nj.us/treasury/taxation/5.1_vehicle%20use.pdf">http://www.state.nj.us/treasury/taxation/5.1_vehicle%20use.pdf</a><br><a href="http://www.nj.gov/transportation/vehiclesandtrucks/5.1_vehicle%20use.pdf">http://www.nj.gov/transportation/vehiclesandtrucks/5.1_vehicle%20use.pdf</a> |          |  |  |                   |  |
| 1-2   |          | SUV, SMALL, 4-DOOR, 2WD  | 2015 JEEP PATRIOT SPORT 2WD              | Not Published Yet | AS8011 KERTINCH FLEET SERVICES             |
| 3-4   |          | SUV, SMALL, 4-DOOR, 4WD  | 2015 JEEP PATRIOT SPORT 4WD              | Not Published Yet | AS8011 KERTINCH FLEET SERVICES             |
| 5-6   |          | SUV, MID-SIZE, 4-DOOR, 2WD   | 2015 FORD EXPLORER BASE 2WD              | 1/29/2015         | AS8012 CHAS B WANNER INC. DIEA WANNER FORD |
| 7-8   |          | SUV, MID-SIZE, 4-DOOR, 4WD   | 2015 FORD EXPLORER BASE 4WD              | 1/29/2015         | AS8013 BETER FORD LLC                      |
| 9-10  |          | SUV, FULL-SIZE, 12 TON, 4-DOOR, 2WD  | 2014 FORD EXPEDITION XL 2WD              | 4/4/2014          | AS8012 CHAS B WANNER INC. DIEA WANNER FORD |
| 1-8   |          | TRUCK, 20,000 LB. GVWR MAX. CABOVER CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES            | 2015 HEINWORTH K270                      | Not Published Yet | AS3009 DANIELLI HEINWORTH OF NJ LLC        |
| 2-10  |          | TRUCK, 20,000 LB. GVWR MAX. CONVENTIONAL CAB & CHASSIS WITH VARIOUS 18' BODIES & LIFTGATES | 2013 HINO 260                            | Not Published Yet | AS3010 M. TRUCK SERVICES INC.              |
| 1-2   |          | TRUCK, PICKUP, CLASS 1, REGULAR CAB, F BODY, 2WD   | 2014 FORD F-150 XL REG. CAB F BODY 2WD   | 9/18/2014         | AS4538 JPP/LL                              |
| 3-4   |          | TRUCK, PICKUP, CLASS 1, REGULAR CAB, F BODY, 4WD   | 2014 FORD F-150 XL REG. CAB F BODY 4WD   | 9/17/2014         | AS4537 CHAS B WANNER INC. DIEA WANNER FORD |
| 5-6   |          | TRUCK, PICKUP, CLASS 1, EXTENDED CAB, F BODY, 2WD  | 2014 FORD F-150 XL SUPER-CAB F BODY 2WD  | 9/18/2014         | AS4538 JPP/LL                              |

**NJ State Contract #A83011 (T2007), comm. code 071-80-073153  
Line #3, Section 2: SUV, Small, 4 Door 4WD**

Mike Wright, Government Sales Manager  
Hertrich Fleet Services Inc  
1427 Bay Rd  
Milford, DE 19963  
Phone: (800) 698-9825  
Fax: (302) 839-0555  
Email: mwright@hertrichfleet.com

**2015 Jeep Patriot 4WD 4dr Sport**

**SELECTED OPTIONS:**

| <u>Code</u> | <u>Description</u>   |
|-------------|--|
| ED3         | ENGINE: 2.4L I4 DOHC 16V DUAL VVT  |
| DA4         | TRANSMISSION: 6-SPEED AUTOMATIC -inc: Autostick Automatic Transmission, Tip Start                |
| NAS         | 50-STATE EMISSIONS   |
| 2GA         | QUICK ORDER PACKAGE 2GA -inc: Engine: 2.4L I4 DOHC 16V Dual VVT, Transmission: 6-Speed Automatic |
| HAA         | AIR CONDITIONING   |
| ---         | 4.12 AXLE RATIO  |
| WDJ         | WHEELS: 16" X 6.5" STYLED STEEL  |
| TLB         | TIRES: P205/70R16 BSW AS   |
| ---         | STANDARD PAINT   |
| C7DV        | DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS  |

**BASE CONTRACT PRICE: \$17093.00**

**STANDARD EQUIPMENT**

**ENTERTAINMENT**

- Radio: Uconnect 130 AM/FM/CD/MP3
- Radio w/Clock
- 4 Speakers
- Fixed Antenna
- Audio Jack Input for Mobile Devices

**EXTERIOR**

- Wheels: 16" x 6.5" Styled Steel
- Tires: P205/70R16 BSW AS
- Wheels w/Silver Accents
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- Clear coat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Step Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Fully Galvanized Steel Panels

### **EXTERIOR**

- Body-Colored Grille
- Liftgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Roof Rack Rails Only
- Aero-Composite Halogen Headlamps
- Front Fog Lamps

### **INTERIOR**

- Cloth Bucket Front Seats
  - 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
  - 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
  - 60-40 Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
  - Manual Tilt Steering Column
  - Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
  - Manual Rear Windows and Fixed 3rd Row Windows
  - 5 Person Seating Capacity
  - Front Cupholder
  - Rear Cupholder
  - Cruise Control w/Steering Wheel Controls
  - HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
  - Glove Box
  - Driver Foot Rest
  - Interior Trim -inc: Chrome Instrument Panel Insert and Chrome Interior Accents
  - Full Cloth Headliner
  - Chrome Gear Shift Knob
  - Day-Night Rearview Mirror
  - Driver And Passenger Visor Vanity Mirrors
  - Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
  - Front Map Lights
  - Fade-To-Off Interior Lighting
  - Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
  - Carpet Floor Trim
  - Cargo Space Lights
  - Instrument Panel Bin, Driver / Passenger And Rear Door Bins
  - Manual 1st Row Windows
  - Delayed Accessory Power
  - Outside Temp Gauge
  - Analog Display
  - Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
  - Sliding Front Center Armrest w/Storage
  - Sentry Key Engine Immobilizer
  - 1 12V DC Power Outlet
  - Air Filtration
- ### **MECHANICAL**
- Engine: 2.4L I4 DOHC 16V Dual VVT
  - Transmission: 5-Speed Manual T355
  - 4.12 Axle Ratio
  - GVWR: 4,575 lbs
  - Electronic Transfer Case
  - Automatic Full-Time Four-Wheel Drive
  - 60-Amp/Hr 525CCA Maintenance-Free Battery w/Run Down Protection
  - 120 Amp Alternator
  - 925# Maximum Payload
  - Gas-Pressurized Shock Absorbers
  - Front And Rear Anti-Roll Bars
  - Touring Suspension



**MECHANICAL**

- Hydraulic Power-Assist Steering
- Single Stainless Steel Exhaust
- 13.5 Gal. Fuel Tank
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

**SAFETY**

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

**AVAILABLE EXTERIOR COLORS:**

|     |                                    |
|-----|------------------------------------|
| PSC | BILLET SILVER METALLIC CLEARCOAT   |
| PX8 | BLACK CLEARCOAT                    |
| PW7 | BRIGHT WHITE CLEARCOAT             |
| PRP | DEEP CHERRY RED CRYSTAL PEARLCOAT  |
| PAR | MAXIMUM STEEL METALLIC CLEARCOAT   |
| PAU | GRANITE CRYSTAL METALLIC CLEARCOAT |
| PGX | ECO GREEN PEARLCOAT                |
| PBU | TRUE BLUE PEARLCOAT                |

**ADDITIONAL OPTIONS:**

| <u>Code</u> | <u>Description</u>  | <u>Price</u>     |
|-------------|---|------------------|
| <u>DAW</u>  | TRANSMISSION: CVT W/OFF-ROAD CRAWL RATIO -inc: Tip Start, 8.135 Axle Ratio  | <u>\$95.00</u>   |
| WAA         | WHEELS: 16" X 6.5" BLACK STEEL (With the selection of TRX, requires AD3)  | \$118.75         |
| C7DV        | DARK SLATE GRAY, PREMIUM CLOTH BUCKET SEATS   | \$0.00           |
| C7DK        | LT PEBBLE BEIGE/DK SLATE, PREMIUM CLOTH BUCKET SEATS  | \$0.00           |
| ACF         | TIRE & WHEEL GROUP -inc: Wheels: 17" x 6.5" Aluminum, Tires: P215/65R17 OWL All Terrain   | \$850.25         |
| <u>AWL</u>  | FREEDOM-DRIVE II OFF-ROAD GROUP -inc: Transmission/ Engine Oil Pan Skid Plate, 4-Wheel Drive Off-Road Mode, Fuel Tank Skid Plate Shield, 140 Amp Alternator, Tow Hooks, Brake Lock Differential, All-Season Floor Mats, Trailer Tow Wiring Harness, Engine Oil Cooler, Bright Exhaust Tip, Tire & Wheel Group, Wheels: 17" x 6.5" Aluminum, Tires: P215/65R17 OWL All Terrain, Hill Descent Control, Trail Rated Badge, Driver Seat Height Adjuster, Full Size Spare Tire (requires DAW transmission) | <u>\$1187.50</u> |
| CBK         | MOPAR KATZKIN LEATHER SEATS -inc: MOPAR Leather Seat Group MOPAR Upfit Option.  | \$1235.00        |

**ADDITIONAL OPTIONS:**

| <u>Code</u> | <u>Description</u>  | <u>Price</u>     |
|-------------|---|------------------|
| <u>AWH</u>  | <b>POWER VALUE GROUP -inc: Body Color Door Handles, Illuminated Entry, Speed Sensitive Power Locks, Keyless Entry, Power Heated Fold-Away Mirrors, Power Driver 1-Touch Windows, Body Color Liftgate Applique</b> | <u>\$1610.25</u> |
| AES         | <b>MOPAR ELECTRONICS GROUP -inc: MOPAR Electronic Vehicle Tracking System MOPAR Upfit Option.</b>   | \$470.25         |
| ACX         | <b>MOPAR INTERIOR APPEARANCE GROUP -inc: MOPAR Premium Floor Mats w/Logo, MOPAR Bright Door Entry Guards, MOPAR T-Grip Shifter, MOPAR Bright Pedal Kit, MOPAR Cargo Area Liner MOPAR Upfit Option.</b>            | \$422.75         |
| AWS         | <b>SMOKER'S GROUP -inc: Removable Ash Tray, Cigar Lighter</b>   | \$28.50          |
| AD3         | <b>ALL WEATHER CAPABILITY GROUP -inc: Engine Block Heater, Daytime Running Lamp System, All-Season Floor Mats, Tow Hooks</b>  | \$755.25         |
| AHT         | <b>MOPAR TRAILER TOW GROUP -inc: Class II Receiver Hitch MOPAR Upfit Option.</b>  | \$445.55         |
| NHK         | <b>ENGINE BLOCK HEATER</b>  | \$95.00          |
| LMX         | <b>DAYTIME RUNNING LAMP SYSTEM</b>  | \$38.00          |
| REQ         | <b>RADIO: UCONNECT 230 6CD/DVD/MP3</b>  | <u>\$565.25</u>  |
| CSU         | <b>SOFT TONNEAU COVER</b>   | \$75.00          |
| <u>RSP</u>  | <b>UCONNECT VOICE COMMAND W/BLUETOOTH -inc: Rear View Auto Dim Mirror w/Microphone, Remote USB Port, SIRIUS Satellite Radio, 1-Yr SIRIUSXM Radio Service</b>  | <u>\$470.25</u>  |
| CDL         | <b>MANUAL DRIVER LUMBAR ADJUST</b>  | \$47.50          |

**RESOLUTION #15-15**  
**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**  
**DATE OF ADOPTION: February 18, 2015**

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

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **BAZIAN**

**WHEREAS**, on December 16, 2014 three (3) bids were received for Contract No. 14-B-10 "Water Meter Reading and Related Services"; and

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

**WHEREAS**, a copy of the Director of Purchasing's memorandum dated February 5, 2015, along with copies of other relevant correspondence referenced below, are attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, Reivax Contracting Corp. ("Reivax"), the apparent numerical low bidder for this Contract, failed to include material information with their bid to demonstrate adequate experience with projects involving reading of water meters; and

**WHEREAS**, notwithstanding requests from PVWC for Reivax to supplement their bid by submitting the required information to PVWC, Reivax failed to do so, which is in contravention to the requirements of the Bid Documents, and which is considered by PVWC to be a material defect in their bid; and

**WHEREAS**, in correspondence dated January 9, 2015 Reivax, through their attorney, asserted among other things, that they were the lowest responsible and responsive bidder, thereby resulting in PVWC scheduling, and issuing a formal notice dated January 12, 2015

to all of the bidders that a formal bid hearing would be held at PVWC pursuant to the Local Public Contracts Law; and

**WHEREAS,** In correspondence dated February 2, 2015, the second low numerical bidder, Severn Trent Environmental Services, Inc. ("Severn Trent") asserted that they are the lowest responsible bidder for reasons cited in their referenced letter, and that the bid should be awarded to them; and

**WHEREAS,** on the day before PVWC's scheduled bid hearing, Reivax, through their attorney, submitted follow-up correspondence dated February 5, 2015 in which Reivax advised that they will not contest PVWC's determination that their bid was not responsive to the solicitation, and further advised that neither Reivax, nor their attorney, would be attending the bid hearing; and

**WHEREAS,** Reivax's failure to submit the required material information to demonstrate adequate experience with projects involving reading of water meters, and which material defect Reivax was unwilling or unable to cure, thereby disqualifies their bid; and

**WHEREAS,** the Local Public Contracts Law provides for the awarding of said contract upon receipt of bids and qualification of bidders therefor; and

**WHEREAS,** based on the above, the lowest responsive, responsible bid submitted for this contract was that of Severn Trent Environmental Services of Glencove, New York (the "Awardee") with respect to said bid in the amount of \$1,612,900.00; and

**WHEREAS,** PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said 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 Contract No. 14-B-10 "Water Meter Reading and Related Services"; in the total amount set forth

hereinabove in connection with the above described goods and services is hereby awarded to the Awardee as also set forth hereinabove, and


2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 14-B-10 as set forth hereinabove.

**RECORD OF COMMISSION VOTE ON FINAL PASSAGE**

|                      | <b>AYE</b> | <b>NAY</b> | <b>ABSTAIN</b> | <b>ABSENT</b> |
|----------------------|------------|------------|----------------|---------------|
| <b>SANCHEZ, R.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>LEVINE, J.</b>    | <u>X</u>   | ___        | ___            | ___           |
| <b>GRADDY, R.</b>    | <u>X</u>   | ___        | ___            | ___           |
| <b>KOLODZIEJ, G.</b> | <u>X</u>   | ___        | ___            | ___           |
| <b>BAZIAN M.</b>     | <u>X</u>   | ___        | ___            | ___           |
| <b>DE VITA, T.</b>   | <u>X</u>   | ___        | ___            | ___           |
| <b>CLEAVES, C.</b>   | <u>X</u>   | ___        | ___            | ___           |

Adopted at a meeting of Passaic Valley Water Commission.

  
 \_\_\_\_\_  
 President  
**CHRystal CLEAVES**

  
 \_\_\_\_\_  
 Secretary  
**THOMAS P. DE VITA**

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

**CERTIFICATION**

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 18, 2015.

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

**PASSAIC VALLEY WATER COMMISSION**

**CONTRACT 14-B-10  
WATER METER READING AND RELATED SERVICES**

**PVWC PURCHASING DEPARTMENT'S  
MEMORANDUM DATED FEBRUARY 5, 2015  
WITH ATTACHED COPY OF REIVAX (ATTORNEY)'S  
LETTER DATED FEBRUARY 5, 2015**

**SEVERN TRENT'S LETTER  
DATED FEBRUARY 2, 2015**

**PVWC'S NOTICE OF HEARING LETTER  
DATED JANUARY 12, 2015 WITH  
REFERENCED ATTACHMENTS**

**AND OTHER RELEVANT CORRESPONDENCE**

**EXHIBIT A**

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 5, 2015

FROM: Purchasing Department  
TO: Joseph A. Bella  
George T. Hanley  
Yitzchak Weiss  
RE: **Contract # 14-B-10**  
**Water Meter Reading and Related Services**

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Severn Trent Environmental Services**, of Glencove, New York, in the amount of **\$1,612,900.00**

Respectfully submitted,

  
Linda Beckering  
Purchasing Agent

cc: L. Amodio  
J. Duprey

Law Office of Joseph J. Hocking LLC

8 Hillside Avenue, Suite 103  
Montclair, New Jersey 07042  
FAX: (866) 612-1577  
[jjh@jhockinglaw.com](mailto:jjh@jhockinglaw.com)

Admitted in NJ & NY

NEW YORK OFFICE  
30 Wall Street, 8th Floor  
New York, NY 10005-2205  
(212) 859-5069

February 5, 2015

Via Email & Regular Mail

George T. Hanley, Esq.  
General Counsel  
Passaic Valley Water Commission  
1525 Main Avenue  
PO Box 230  
Clifton, NJ 07011

Re: Your January 12, 2015 letter  
Notice of Hearing on February 6, 2015  
Contract 14-B-10 "Water Meter Reading and Related Services"

Dear Mr. Hanley:

As you know we are counsel to Reivax Contracting Corp., the low numerical bidder for the subject contract. I have been instructed to advise that Reivax shall not contest the Commission's determination that its bid was not responsive to the solicitation. Neither Reivax nor I will be attending tomorrow's hearing. Apologies for the short notice and good luck with the contract.

Very truly yours,

  
Joseph J. Hocking

cc: Linda Beckering  
Reivax Contracting Corp.

---



February 2, 2015

Mr. George T. Hanley, Esq.  
General Counsel  
Passaic Valley Water Commission  
1525 Main Avenue  
P.O. Box 230  
Clifton, NJ 07011

RECEIVED  
FEB 04 2015  
LAW DEPARTMENT

Sewern Trent Environmental  
Services, Inc.  
Suite 200  
220 Gibraltar Road  
Horsham, PA 19044  
United States

T: +1 215 283 3489  
www.severntrentservices.com

RE: Notice of Hearing to Consider Rejection and/or Awarding of Contract 14-B-10 "Water Meter Reading and Related services"

Dear Mr. Hanley:

I am writing in response to your letter dated January 12, 2015 in which you advised that a hearing will be held on February 6, 2015 to consider either rejecting all bids and re-bidding the contract or awarding the contract to the lowest "responsible" and "responsive" bidder. We hereby request that the subject contract be awarded to Sewern Trent Environmental Services, Inc. ("STES") in accordance with its proposal dated November 17, 2014 and the requirements of the above-referenced contract bid documents issued by the Passaic Valley Water Commission ("PVWC").

As the lowest numerical bidder has been unable to cure a material defect in its proposal, STES, as the next lowest numerical bidder that has satisfied all requirements of the RFP, should be awarded the contract as the "lowest responsible bidder." The Invitation to Bidders states that, "[w]ithin the parameters established by governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder." Additionally, as STES is the incumbent and has been performing the services outlined in this contract since 2008, the PVWC can be assured that STES possesses the adequate experience with projects involving reading of water meters, documentation of which experience Relvax was purportedly unable to provide after they were given the chance to provide supplementary information.

To avoid the costs, time, efforts, and use of public resources associated with re-bidding the contract, in the interests of the PVWC, and in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*), STES respectfully requests the PVWC to award the contract to STES as the lowest responsible and responsive bidder.

Thank you for your time and consideration in this regard. Should you have any questions or concerns, please do not hesitate to contact either myself or Mr. Laurence Murphy, P.E., STES Northeast Regional Manager, at (845) 245-8396.

Yours sincerely,



Matthew M. Hoban, Esq.  
Legal Counsel  
Sewern Trent Environmental Services, Inc.

cc: Mr. Xavier Pimenta (Reviac Contracting Corp.)  
Mr. Stephen Clemens (Corix Utilities)  
Honorable Board of Commissioners, PVWC



**PASSAIC VALLEY WATER COMMISSION**

1526 MAIN AVENUE • P.O. BOX 230  
CLIFTON, NEW JERSEY 07011 • (973) 340-4300  
CLIFTON FAX # (973) 340-4321

**COMMISSIONERS**

Gloria Koledziej, President, Clifton  
Jeffrey Levine, Vice President, Paterson  
Menachem Bazian, Treasurer, Passaic  
Chrystal A. Cleaves, Secretary, Paterson  
Thomas DeVita, Commissioner, Clifton  
Russell Graddy, Commissioner, Paterson  
Rigo Sanchez, Commissioner, Passaic

**VIA CERTIFIED MAIL**

January 12, 2015

Mr. Xavier Pimenta  
Relvax Contracting Corp.  
356 Thomas Street  
Newark, NJ 07114

Mr. Joe Covati  
Severn Trent Environmental Services, Inc.  
100 Morris Avenue, Unit #3  
Glen Cove, NY 11542

Mr. Stephen Clemens  
Corix Utilities (US), Inc.  
11020 West Plank Court  
Wauwatosa, WI 53226

Re: Notice of Hearing to Consider Rejection and/or Awarding of  
Contract 14-B-10 "Water Meter Reading and Related services"

Dear Bidders:

Following solicitation for bids, on December 16, 2014 Passaic Valley Water Commission (PVWC) received three (3) bids with respect to the above-referenced Contract in the bid amounts set forth on the attached tabulation of bids received for the Contract.

Relvax Contracting corp. ("Relvax"), the apparent low numerical bidder for this Contract, has submitted a letter, through their legal counsel (Law Office of Joseph J. Hocking, LLC), dated January 9, 2015 (see attached), which asserts, among other things, that Relvax is the lowest responsive and responsible bidder and that it is their understanding that action will be taken to award the subject contract next week.

Relvax has failed to include material information with their bid to demonstrate adequate experience with projects involving reading of water meters. In addition, and notwithstanding requests from PVWC for Relvax to supplement their bid by submitting the required material information to PVWC, Relvax has failed to do so. This material defect (Relvax's failure to submit the required material information to PVWC) is considered by PVWC to be a material defect in their bid, which Relvax was unwilling or unable to cure.

In accordance with the specifications and the notice of bidding provided with respect to the above-captioned contract, PVWC proposes to consider the rejection of all bids and to re-bid the contract in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*); or, in the alternative, the rejection of one or more bids as materially defective, unresponsive, not responsible, or for other reasons required by law, and award the

Administrative Secretary  
Louis Amodio

Executive Director  
Joseph A. Bella

General Counsel  
George T. Hanley

contract to the lowest "responsible" and "responsive" bidder. Prior to taking any action with respect to said bids, the Commission will conduct a hearing to be held on Friday, February 6, 2015, at 10:00 a.m. in the Conference Room at Passaic Valley Water Commission, 1525 Main Avenue, Clifton, New Jersey 07011. All bidders and other interested parties are hereby invited to attend, with or without counsel.

Any questions or concerns are to be directed to the undersigned General Counsel to Passaic Valley Water Commission at (973) 340-4313. You are urged to have your attorney or other authorized representatives contact us in this regard at the earliest possible opportunity. In the event that you intend to utilize an attorney, you need to immediately provide the undersigned with the name of your attorney, their firm, their telephone number and their e-mail address. Any facts or legal arguments you wish to present should be delivered, in writing, at least 72 hours prior to the hearing, with copies to all other parties. Bid documents are available for inspection, upon reasonable notice, by appointment in the Law Department of Passaic Valley Water Commission.

Sincerely,

  
George T. Hanley, Esq.  
General Counsel

Enclosures

cc: Honorable Board of Commissioners, PVWC  
Joseph A. Bella, Executive Director, PVWC  
James G. Duprey, Director of Engineering, PVWC  
Linda Beckering, Director of Purchasing, PVWC  
Louis Amodio, Administrative Secretary, PVWC

**Law Office of Joseph J. Hocking LLC**

8 Hillside Avenue, Suite 103  
Montclair, NJ 07042  
Ph: (973) 771-5545  
Fax: (866) 612-1577  
[jfh@jhockinglaw.com](mailto:jfh@jhockinglaw.com)

Admitted in NJ & NY

**NEW YORK OFFICE**  
30 Wall Street, 8th Floor  
New York, NY 10005-2205  
(212) 857-5069

January 9, 2015

Via Email

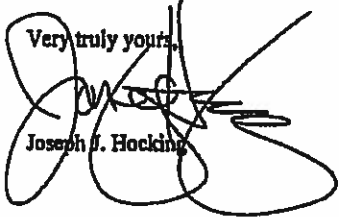
Louis Amodio, Administrative Secretary  
Linda Beckering, Purchasing Agent  
Passaic Valley Water Commission  
1525 Main Avenue  
Clifton, NJ

Re: Bids for Contract 14-B-10  
Meter Reading and Related Services

Dear Mr. Amodio and Ms. Beckering:

We are counsel to Reivax Contracting Corp., the lowest responsive and responsible bidder for the above referenced contract. It is my understanding that action will be taken to award the subject Contract next week. Should there be any questions concerning Reivax's bid, or should there be any formal protests lodged against same, please forward same to my attention.

Very truly yours,

  
Joseph J. Hocking

c: Patrick Porcaro, P.E.  
Reivax Contracting Corp.

**Contract # 14-B-10  
Water Meter Reading and Related Services**

Bids Received: December 16, 2014

| BIDDERS  | BID DEPOSIT<br>CC- Certified Check<br>CA- Cashier's Check<br>BB- Bid Bond          | TOTAL AMOUNT OF CONTRACT | REMARKS  |
|--|--|--------------------------|--|
| Reivax Contracting Corporation<br>48 Washington Street<br>Harrison, New Jersey 07029<br><a href="mailto:reivax@reivaxcontracting.com">reivax@reivaxcontracting.com</a> | Certified Check<br>Cashier's Check<br>10% Bid Bond<br>Not to Exceed<br>\$20,000.00 | \$1,507,500.00           | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert. |
|  | Certified Check<br>Cashier's Check<br>Bid Bond<br>Not to Exceed<br>\$              |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
|  | Certified Check<br>Cashier's Check<br>Bid Bond<br>Not to Exceed<br>\$              |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
|  | Certified Check<br>Cashier's Check<br>Bid Bond<br>Not to Exceed<br>\$              |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
|  | Certified Check<br>Cashier's Check<br>Bid Bond<br>Not to Exceed<br>\$              |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |

**Contract # 14-B-10  
Water Meter Reading and Related Services**

Bids Received: December 16, 2014

| BIDDERS  | BID DEPOSIT<br>CC- Certified Check<br>CA- Cashier's Check<br>BB- Bid Bond   | TOTAL AMOUNT OF CONTRACT | REMARKS  |
|--|---|--------------------------|--|
| Bernex, Inc.<br>37244 Groesbeck Highway - Suite A<br>Clinton Township, MI. 48036<br>jrmello@bernexinc.com        | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input type="checkbox"/> Bid Bond<br><input type="checkbox"/> Not to Exceed<br>\$                         |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
| Cork Utilities<br>716 Jersey Avenue - Unit 414<br>Cloucheater, New Jersey 08030<br>stephen.clemens@cork.az.net   | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input checked="" type="checkbox"/> 10% Bid Bond<br><input type="checkbox"/> Not to Exceed<br>\$20,000.00 | \$1,785,550.00           | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert. |
| Olameter Corporation<br>300 Industrial Parkway South<br>Aurora, Ontario L4G 3T9<br>foletoz@olameter.com          | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input type="checkbox"/> Bid Bond<br><input type="checkbox"/> Not to Exceed<br>\$                         |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
| Alexander's Inc.<br>8665 -orro Road<br>Azusa, California 93422<br>july@alexander-co.com                          | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input type="checkbox"/> Bid Bond<br><input type="checkbox"/> Not to Exceed<br>\$                         |                          | <input type="checkbox"/> Business Registration Cert.<br><input type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert.                       |
| Sewern Trent Environmental Service<br>100 Morris Avenue - Unit 3<br>Glencove, New York 11542<br>lvrivay@stes.com | <input type="checkbox"/> Certified Check<br><input type="checkbox"/> Cashier's Check<br><input checked="" type="checkbox"/> 10% Bid Bond<br><input type="checkbox"/> Not to Exceed<br>\$20,000.00 | \$1,512,900.00           | <input checked="" type="checkbox"/> Business Registration Cert.<br><input checked="" type="checkbox"/> PVWC Consent of Surety<br><input type="checkbox"/> Other Consent of Surety<br><input type="checkbox"/> Public Works Cont. Cert. |

**PASSAIC VALLEY WATER COMMISSION**  
**CONTRACT 14-B-10**  
**WATER METER READING AND RELATED SERVICES**  
**PVWC'S FINANCIAL CERTIFICATION SHEET**  
**EXHIBIT B**

**OFFICE OF THE COMPTROLLER**

**CERTIFICATION OF AVAILABILITY OF FUNDS**

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

---

Description of Project or Contract: **14-B-10 - Severn Trent Environmental Services**

Amount of Project or Contract: \$ 1,612,900.00

1. Acct: # 001-0601-416-72-10 Purchases-Services / Outside Meter Reading

Specific Appropriation to which expenditures will be charged: Budget  
2015/2016/2017/2018

Other comments: Three (3) Year Contract Commencing: February 2015  
Water Meter Reading and Related Services

Date of Certification: 01/05/2015 Certified: \$ 1,612,900.00

  
\_\_\_\_\_  
Fitzchak Weiss  
Comptroller and Chief Financial Officer

YW:lb

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# PASSAIC VALLEY WATER COMMISSION

## RESOLUTION #15-14

### RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: February 18, 2015

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by George T. Hanley, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER: KOLODZIEJ offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances: and  
WHEREAS, the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

1. The public shall be excluded from discussion of the hereinafter specified subject Matters; the general nature of the subject matters being: Financial, Insurance, Personnel, Contracts, Negotiations, Security, and Law: LAW: Summary Aging Reports i/m/o Prismatic Settlement; Beirut Restaurant Personnel: New Hires: Lindsey Kelly-Keyboarding Clerk/TA/Andra Shearn-Laborer/TA and Eric Beltran-Laborer/TA Administration: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matter will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: GRADDY AYES: 7 Time-12:52 PM

#### RECORD OF COMMISSION VOTE ON FINAL PASSAGE

|                   | AYE | NAY | ABSTAIN | ABSENT |
|-------------------|-----|-----|---------|--------|
| RIGO SANCHEZ      | X   |     |         |        |
| JEFFREY LEVINE    | X   |     |         |        |
| RUSSELL GRADDY    | X   |     |         |        |
| GLORIA KOLODZIEJ  | X   |     |         |        |
| MENACHEM BAZIAN   | X   |     |         |        |
| THOMAS P. DE VITA | X   |     |         |        |
| CHRYSTAL CLEAVES  | X   |     |         |        |

  
 \_\_\_\_\_  
 PRESIDENT  
 CHRYSTAL CLEAVES


  
 \_\_\_\_\_  
 SECRETARY  
 THOMAS P. DE VITA



## PASSAIC VALLEY WATER COMMISSION

### CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of February 18, 2015.

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