PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-5

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: January 20, 2016

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: BAZIAN 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: Personnel: 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: VANNOY AYES: 6 ABSENT: 1 Time: 1:15pm

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RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
JEFFREY LEVINE				X
ROBERT VANNOY	X			
CHRYSTAL CLEAVES	X			
GLORIA KOLODZIEJ	X			
MENACHEM BAZIAN	X			
GERALD FRIEND	X			
RIGO SANCHEZ	X			

PRESIDENT RIGO SANCHEZ

SECRETARY CHRYSTAL CLEAVES

PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

RESOLUTION #16-6

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 20, 2016

INTRODUCED BY COMMISSIONER: **KOLODZIEJ**

SECOND BY COMMISSIONER: **VANNOY**

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

On the **Third Wednesday** of every month, with the exception of **September and November,** Which will be the second Wednesday of the month; and

BE IT RESOLVED, The public meetings will commence at 12:00 **NOON**;

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: Absent:

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, JEFFREY				X
VANNOY, ROBERT	X			
CLEAVES, CHRYSTAL				X
KOLODZIEJ, GLORIA	X			
BAZIAN, MENACHEM				X
FRIEND, GERALD	X			
SANCHEZ, RIGO	X			

PRESIDENT

Chrystal Cleaves

SECRETARY

PASSAIC VALLEY WATER COMMISSION

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 20, 2016.

Louis Amodio,
Administrative Secretary

RESOLUTION #16 -3

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: January 20, 2016

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

Introduced by Commissioner **KOLODZIEJ**;

Seconded by Commissioner **VANNOY**.

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 related 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 currently enable PVWC to seek the best possible rates; and

Whereas, PVWC has requested and received permission from the New Jersey Division of Investment to invest in short-term municipal debt with an issuer rating of "A" or better for a period of not more than 397 days; and

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

Whereas, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to $5,000,000;

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

That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies which have (A) a final maturity date that is not longer then 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 and (B) a minimum issuer investment grade rating of "A3" or "A-" by Moody's, Standard and Poor's, or Fitch. A rating of the bonds or notes is not required. The phrase "short term obligations" includes bonds which have a maturity or redemption date of no longer than 12 months from the date of purchase. The PVWC may jointly purchase any such investments with any municipality, county or authority that is authorized to make such investments. The CFO is hereby authorized to seek the assistance of the PVWC's financial advisor and/or bond counsel when making such purchases and is directed to diversify the PVWC's investment in such notes and bonds, so that no more than $5,000,000 be invested at any time in any one note or bond.

Record of Commission vote on final passage:

	Aye	Nay	Abstain	Absent
Levine, J.	___	___	_____	x
Vannoy, R.	x	___	_____	_____
Cleaves, C.	___	___	_____	x
Kolodziej, G.	x	___	_____	_____
Bazian, M.	___	___	_____	x
Friend, G.	x	___	_____	_____
Sanchez, R.	x	___	_____	_____

Adopted at a meeting of Passaic Valley Water Commission:

President Rigo Sanchez

Secretary Chrystal Cleaves

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 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 20, 2016.

LOUIS AMODIO
Administrative Secretary

RESOLUTION: 16-1
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

SUBMISSION OF DESIGN DOCUMENTS AND REQUIRED PERMIT APPLICATIONS TO NJDEP FOR THE CONTRACT ENTITLED "WATER STORAGE IMPROVEMENTS PHASE 1-LEVINE WATER TANKS"

DATE OF ADOPTION: JANUARY 20, 2016

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **FRIEND**

WHEREAS, the Second Amended Administrative Consent Order was issued by NJDEP on June 24, 2015 (the "2nd AACO") for the Water Storage Improvement Project and subsequently entered into by PVWC; and

WHEREAS, the 2nd AACO requires, among other things, that PVWC submit design documents and required permit applications for the project entitled "Water Storage Improvements Phase 1-Levine Water Tanks" (the "Contract") to NJDEP on or before February 15, 2016; and

WHEREAS, following the completion of the public outreach process required by the 2nd AACO, the design documents and required permit applications for the Contract have been reviewed and updated as required; and

WHEREAS, PVWC staff is hereby authorized and directed to submit the updated design documents and required permit applications for the Contract to the NJDEP on or before the regulatory deadline stipulated above; and

WHEREAS, a copy of a memorandum from the Executive Director and the Director of Engineering dated January 13, 2016 recommending that the Commission authorize and require the submission of the design documents and required permit applications

to NJDEP on or before the stipulated deadline is attached hereto and made a part hereof as Exhibit A; and

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

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

1. That the appropriate PVWC staff are hereby authorized and directed to submit the updated design documents and required permit applications for the Contract to the NJDEP on or before the February 15, 2016 deadline set forth in the 2nd AACO; and
2. That 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 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
LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	X	___	___	___
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	X	___	___	___
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

SUBMISSION OF DESIGN DOCUMENTS AND REQUIRED PERMIT APPLICATIONS TO NJDEP FOR THE CONTRACT ENTITLED "WATER STORAGE IMPROVEMENTS PHASE 1-LEVINE WATER TANKS"

EXECUTIVE DIRECTOR AND DIRECTOR OF ENGINEERING'S MEMORANDUM DATED JANUARY 13, 2016

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM

Date: January 13, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio

Re: Submission of Design Documents and Required Permit Applications to NJDEP for the Contract Entitled "Water Storage Improvements-Phase 1-Levine Water Tanks"

The Second Amended Administrative Consent Order was issued by NJDEP on June 24, 2015 (the "2nd AACO") for the Water Storage Improvement Project.

The 2nd AACO requires, among other things, that PVWC submit design documents and required permit applications for the Contract entitled "Water Storage Improvements Phase 1-Levine Water Tanks" (the "Project") to NJDEP on or before February 15, 2016.

Following completion of the public outreach process required by the 2nd AACO, the design documents and required permit applications for the Contract have been reviewed and updated as required.

It is recommended that, subject to review and approval by the Law Department, the updated design documents and required permit applications for the Contract be submitted to NJDEP on or before the February 15, 2016 deadline set forth in the 2nd AACO.

RESOLUTION: 16-7
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #T1776 14-x-23147 85943
DATA COMMUNICATIONS NETWORK SERVICES AND
STATE CONTRACT #216A 12-x-22315 82583
WIRELESS DEVICES AND SERVICES
DATE OF ADOPTION: JANUARY 20, 2016

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, in the ongoing effort of upgrading PVWC's SCADA system, existing copper leased lines need to be replaced with cellular modem equipment at PVWC's Little Falls Plant and at PVWC's remote sites; 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 cellular modem equipment with Verizon (the "Awardee") under State Contract #T1776 14-x-23147 85943 "Data Communications Network Services" and State Contract #216 12-x-22315 82583 "Wireless Devices and Services" (the "State Contracts"), and a copy of a memorandum dated January 8, 2016 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, the Director of Engineering, and the Comptroller 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);

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

1. That the State Contracts for procurement of cellular modem equipment at PVWC's Little Falls Plant and at PVWC's remote sites are hereby awarded to the Awardee as set forth 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 the State Contracts as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	___	___	___	X
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	___	___	___	X
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

STATE CONTRACT #T1776 14-x-23147 85943
DATA COMMUNICATIONS NETWORK SERVICES AND
STATE CONTRACT #216A 12-x-22315 82583
WIRELESS DEVICES AND SERVICES

PVWC'S PURCHASING DEPARTMENT'S
MEMORANDUM DATED JANUARY 8, 2016
AND OTHER RELEVANT CORRESPONDENCE

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 8, 2016

FROM: Purchasing Department

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

RE: **State Contract Purchase – Contract # T1776 14-x-23147 85943**
Date Communications Network Services and
Contract # 216A 12-x-22315 82583 Wireless Devices and Services

In the ongoing effort of upgrading PVWC's SCADA system, we need to replace the existing copper lease lines with cellular modems at the Little Falls Treatment Plant and at the coordinating remote sites.

Under the State Contracts referenced above, Verizon will provide cellular modems for each remote site to communicate with LFWTP via a private Verizon network (there will be no up-front costs to PVWC for this initial set-up). The services we will utilize are as follows:

Ethernet Relay Service – 100 MB Premier Access Line - $726.00 per month
Ethernet Relay Service – Ethernet Virtual Circuit Basic – 10 Mbps -$57.00 per month

These changes will result in more reliable and secure SCADA communications and a small monthly cost savings of $64.00.

Respectfully submitted,

L. Beckering

Linda Beckering
Purchasing Agent

cc: L. Amodio
J. Duprey ✓

State of New Jersey
Department of the Treasury
Division of Purchase and Property

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
T1776 14-x-23147	DATA COMMUNICATIONS NETWORK SERVICES	VERIZON BUSINESS NETWORK	85943
T216A 12-x-22315	WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	82583

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PASSAIC VALLEY WATER COMMISSION

TECHNICAL MEMORANDUM

DATE: **DECEMBER 16, 2015**

TO: **J. DUPREY**

CC: **J. BELLA**

FROM: **A. ROZSA**

SUBJECT: **PRIVATE VERIZON NETWORK FOR REMOTE SCADA UPGRADE**

Under Contract 12-B-12, PVWC is upgrading the SCADA system at the Little Falls Water Treatment Plant (LFWTP) and at seven (7) remote sites throughout its distribution system. As part of the project, a reliable and secure method of communications between the remote sites and LFWTP needs to be established to replace the leased copper phone lines currently used for this purpose. The lease lines are expensive (an average of $70/month) and unreliable, as many telecommunications companies are attempting to phase them out from use.

Per the original design documents, each remote site would have had a cellular modem to communicate with a selected carrier's cell tower and then with the LFWTP via a conventional internet connection. Since there is already a Verizon fiber optic connection and ancillary equipment in place at LFWTP, they would be the most cost effective vendor for this project.

In lieu of sending the signals over the public network and internet, PVWC requested a quote from Verizon for the cost to establish a private network connection, which offers the following advantages:

- PVWC maintains complete control over network traffic
- It eliminates inherent security risks involved with using the public internet
- The network can be used for security camera feeds or other purposes in the future

Since Verizon already has the requisite infrastructure in place at the LFWTP, there is no initial upfront charge required to establish this network. The details of the proposed contract are as follows:

- Ethernet Relay Service – 100 MB Premier Access Line - $726.00 per month
- Ethernet Relay Service – Ethernet Virtual Circuit Basic – 10 Mbps - $57.00 per month
- Contract length – 36 months, extendable month-to-month under same terms

Establishing this network will result in the removal of 12 copper lease lines, which at $70/month is a net monthly cost savings of $64. When the SCADA network is eventually expanded, more copper lines can be eliminated resulting in increased savings.

Based on the technical information presented above, it is recommended that a contract be entered into for a Private Network Connection which is designed to provide the reliability and security required for remote SCADA communications.

SERVICES AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

Customer's Legal Name:	("Customer"): PASSAIC VALLEY WATER COMMISSION	Verizon Business Network Services, Inc., on behalf of Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon")
Address:	1525 MAIN AVE CLIFTON, NJ, 07011	Verizon 22001 Loudon County Parkway Ashburn, VA 20147
Main Billing Tel. No:	TBD	FB Number: FBC526552

1. **Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s), the services identified in the attached Exhibit(s) to this Agreement ("Services") pursuant to the terms and conditions of this Agreement. The Services will be provided to Customer locations specified in the attached. This Agreement and any Exhibit(s) hereto become binding when signed by an authorized Verizon representative. Under no circumstances may the Customer resell the Services being provided under the rates, terms and conditions of this Agreement.
2. **Customer Responsibilities.**
   - 2.1 With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location, including the payment of associated interconnection costs and those associated with Customer personnel, the securing of rights-of-way, and the furnishing of electrical power, heating, ventilating and cooling. The selection of AC or DC power must be mutually agreed to by Customer and Verizon.
   - 2.2 Customer also undertakes (without limitation) to, obtain, install and maintain all equipment, materials and supplies necessary to interconnect terminal equipment or communications system of the Customer, or any third party acting as its agent ("Customer Equipment"), to the Service, as well as fulfillment of the following: (a) secure all licenses, permits, and other arrangements necessary for interconnection; (b) make necessary arrangements in order that Verizon will have access to such locations at reasonable times for installing, testing, repairing or removing the Service; (c) protect the privacy of any communications carried over Verizon's or its affiliate's facilities; (d) ensure that Customer Equipment is properly interfaced with the Service and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC; and (iii) do not damage Verizon or its affiliates' facilities, injure their personnel or degrade service to other Verizon customers or that of its affiliates.
   - 2.3 If Customer (or its agent, contractor, or user) fails to maintain and operate Customer Equipment properly, with resulting imminent harm to Verizon's network, Verizon personnel or other Verizon services, Verizon may, upon written notice, require the use of protective interface equipment at Customer's expense. If this action fails to produce satisfactory quality and safety results, Verizon may, immediately upon written notice, suspend the Service without liability. During any such period of suspension, any credit allowance for Service interruptions set forth herein does not apply. Customer shall also reimburse Verizon for damages to Verizon facilities caused by the negligence or willful act of Customer, resulting from Customer's improper use of the Customer Equipment or the Service.
   - 2.4 The Services may be connected with the services or facilities of other carriers. Verizon may, when authorized by Customer and agreed to by Verizon, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Verizon's network or to the network of an underlying carrier or service. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.
   - 2.5 Customer must notify Verizon of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer and is not in the Customer Equipment.
   - 2.6 Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services.

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2.7 Neither Customer nor it agents, subcontractors, third parties or users may rearrange, disconnect, move, remove, modify, or attempt to repair any facilities or Service provided by Verizon, other than by connection or disconnection to any interface means used, without the prior written consent of Verizon.

2.8 Customer is responsible to perform any error detection and error correction of data generated by Customer Equipment. Verizon assumes no responsibility for the quality of the signal generated by the Customer or any Customer Equipment and will deliver the signal to the receiving location in the same format and condition as generated by Customer.

3. Service Limitations.

3.1 The Service may not be used for any unlawful purpose.

3.2 The facilities used to provide the Service will be exclusively of Verizon's choosing. Verizon may at any time substitute facilities used to provide the Service, or it may substitute comparable service for the Service being provided to Customer. Verizon facilities and equipment placed on Customer premises that are utilized by Verizon to provide Service remain the property of Verizon. Such facilities must be returned to Verizon by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

3.3 Verizon's provision of Service is subject to authorization to operate in the jurisdiction(s) where the Services are provided. The obligation of Verizon to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet Customer's order for service. Verizon will make all commercially reasonable efforts to secure the necessary facilities, providing such Service will not adversely affect Verizon's services.

3.4 Verizon reserves the right to perform network upgrades as required to maintain the Service performance. Verizon will make reasonably commercial efforts to perform these upgrades during the hours of 11 PM and 8 AM Eastern Time and to provide notice to Customer. Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain Service or network performance.

3.5 Except as set forth in an applicable Exhibit(s), Verizon is not subject to any performance intervals, performance measurements, performance credits, penalty payments or the like associated with the performance of this Agreement.

3.6 No license (other than the limited license to use) is granted by Verizon nor may any be implied or arise by estoppel, with respect to the Service.

3.7 Common carrier interstate services that may be used with the Service will be provided pursuant to tariff rates, terms, and conditions of applicable tariffs or separate agreement. In the event a regulatory agency or the courts re-impose common carrier regulation for the Service as provided herein, the rates, terms and conditions for this Service will automatically revert to tariff rates, terms and conditions without an amendment.

3.8 The use and restoration of Service during emergency conditions will be performed consistent with applicable law and regulation.

4. Effective Date; Term; Service Period; Extended Service Period. The term of this Agreement shall commence as of the date this Agreement is executed by both parties (the **"Effective Date"**) and shall continue for a period of thirty six (36) month(s) (the **"Term"**). With respect to any Services for which the applicable Service Period or Extended Period (as defined below) has not expired by the end of the Term, the terms and conditions of this Agreement will remain in full force and effect until such Service Period or Extended Period expires. Customer shall purchase the Services identified in each Exhibit for the period of time stated in the Exhibit (the **"Service Period"**). Unless otherwise stated in the Exhibit, the Service Period will begin when any work or installation of facilities needed to provide the Service is completed and the Service is turned over to the Customer for use. Upon expiration of the Service Period relevant to the Services, each Service Period shall automatically be extended on a month-to-month basis (the "Extended Service Period") subject to the same terms and conditions as are then in effect with respect to such Services until a new agreement is entered into or the Service is terminated by either party upon 30 days prior written notice to the other party. Although the terms and conditions will continue to apply, Verizon may charge its then-current month-to-month rates for the Service at the expiration of a Service Period.

5. Charges. Customer is responsible for payment to Verizon, or to any entity designated by Verizon as its collection agent, for all rates and charges set forth in the applicable Exhibit and associated with the Service, including any applicable early termination charges ("Charges"). This responsibility for payment of the Charges is not changed by virtue of any use, misuse, abuse or fraudulent use of the Service by Customer or third parties including, without limitation, the Customer's employees or other members of the public. The Charges may include: (a) non-recurring or one-time Charges that are payable when the service with which they are associated has been performed; (b) recurring Charges which are not dependent on usage (which may be billed in advance); or (c) usage Charges billed after each usage cycle associated with the Service. If an entity other than Verizon (e.g., another carrier or a

supplier) imposes charges on Verizon in connection with the Service, those charges, along with any applicable Charges, will be imposed on Customer.

6. **Taxes and Surcharges.**
   6.1 Verizon's Charges are exclusive of the following charges: (a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added or other taxes ("Taxes"); and (b) all applicable surcharges, including but not limited to charges to recover amounts Verizon is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs ("Surcharges"). Examples of Surcharges include, but are not limited to Universal Service funding, license tax, permit fees, or franchise fees.
   6.2 Verizon may elect to impose and collect such Taxes and/or Surcharges, unless otherwise constrained by court order or direction. Customer agrees to pay all Taxes and Surcharges imposed. If Customer provides Verizon with a duly authorized exemption certificate, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives the certificate.
   6.3 Any adjustment to, or imposition of, Taxes and Surcharges under this Section 6 may be made without prior notice to Customer.
7. **Billing and Payment.** Verizon will invoice Customer monthly. Payments will be due net 30 days from the invoice date unless a different due date appears on the invoice. Payments received after the due date may be subject to a late payment charge of 1.5% per month or the maximum rate permitted by law, whichever is lower, on all overdue amounts until Customer's account is current. Should Customer have a billing dispute, Customer must provide notice to Verizon in writing within 30 days of the invoice date with an explanation of the disputed invoiced amount, and Customer shall pay the undisputed portion. If Verizon determines that a disputed charge was billed correctly, payment is due from Customer within 5 days after Verizon advises Customer that the dispute is denied. Customer shall pay disputed amount by such date or commence Dispute Resolution procedures under Section 16.
8. **Service Termination by Customer.** If Customer terminates the Service subsequent to the execution of this Agreement by both parties, Customer shall pay all applicable Charges for early termination of the Service as specified in the Exhibit(s). Termination of the Service must be in writing to Verizon and Verizon has up to 30 days to complete the disconnection of the Service. Customer is responsible for all Charges for the Service during such 30 days. This 30-day period begins on the day Verizon receives Customer's written termination notice from Customer.
9. **Suspension of Services by Verizon.** In addition to its rights to suspend Service as set forth above, Verizon may suspend, or limit use of any Services provided under this Agreement without liability and with notice as required by law to Customer, for the following reasons: a) The Service is being used in violation of any applicable federal, state, or local law, ordinance or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects Verizon's equipment or its service to others; d) A court or other governmental authority having jurisdiction issues an order prohibiting Verizon from furnishing the Services to Customer; or e) Customer fails to pay undisputed charges for Services provided.
10. **Limited Warranty.** VERIZON WILL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICES SUBSTANTIALLY IN ACCORDANCE WITH ANY SERVICE DESCRIPTIONS SET FORTH IN THIS AGREEMENT. IF THE SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS, THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS AND NOT DUE TO SCHEDULED MAINTENANCE, VERIZON'S SOLE OBLIGATION IS TO REPAIR AND RESTORE THE SERVICES AT VERIZON'S EXPENSE AND TO PROVIDE TO CUSTOMER ANY CREDITS FOR THE AFFECTED SERVICES IN ACCORDANCE WITH THIS AGREEMENT OR THE APPLICABLE EXHIBIT. THE FOREGOING WARRANTY AND REMEDY IS VERIZON'S EXCLUSIVE WARRANTY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, UNLESS OTHERWISE STATED IN AN APPLICABLE EXHIBIT HERETO. VERIZON HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
11. **Limitation of Liability.**
   11.1 EXCEPT FOR PAYMENT BY CUSTOMER OF AMOUNTS OWED TO VERIZON FOR SERVICES PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES OR OTHERWISE ARISING UNDER THIS AGREEMENT, WHETHER CAUSED BY VERIZON'S NEGLIGENCE OR BREACH OF THIS AGREEMENT, ARE LIMITED TO THE CHARGES FOR THE SERVICES AFFECTED BY ANY

SERVICE FAILURE FOR THE PERIOD OF SUCH FAILURE, UNLESS OTHERWISE SPECIFIED AS PART OF A SERVICE LEVEL AGREEMENT IN AN APPLICABLE EXHIBIT. VERIZON MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES IN THIS AGREEMENT AND WHILE VERIZON SHALL USE REASONABLE EFFORTS IN THIS REGARD, CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY APPLIES TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS.

11.2 Nothing contained in Section 11 excludes or limits liability: (a) under Section 15, Indemnification, or Section 6, Taxes and Surcharges; (b) for any obligation to indemnify, defend and/or hold harmless that a party may have under this Agreement; or (c) for direct damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person.

12. Force Majeure. Neither party is liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

13. Default. If Verizon fails to substantially perform its obligation to provide any Service in accordance with this Agreement, or if Customer fails to substantially perform its obligations hereunder in connection with any Service, and such failure is not cured within 30 calendar days following receipt of a default notice in writing from the other party, then the non-defaulting party has the right to terminate the specific Service to which the default pertains. Verizon may also terminate this Agreement if Customer fails to pay any invoice (excluding Disputed Claim amounts) within 30 days after the invoice date, which failure has not been cured within 10 days of receiving notice of the failure to pay. Upon termination of such Service, Customer is liable for any unpaid charges for the terminated Service incurred up to the time of termination of such Service. If such termination is due to the default of Customer, then Customer is required to pay the applicable termination liability charges as set forth in the applicable Exhibits. The Agreement may not be terminated, and continues in effect, with respect to all other Services that are not the subject of such default. Termination of any Service, or any Exhibit, for any cause does not release either party from any liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which is expressly stated in the Agreement to survive termination.

14. Intellectual Property.

14.1 Except as expressly stated in this Agreement, this Agreement may not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either party. Except as expressly stated in this Agreement or in accordance with the terms of a separate license agreement between the parties granting such rights, neither party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other party.

14.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CUSTOMER AGREES THAT VERIZON HAS NOT MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CUSTOMER OF VERIZON'S SERVICES PROVIDED UNDER THIS AGREEMENT MAY NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

14.3 Customer agrees that the Services provided by Verizon hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Customer, directly or through a third party, of any such terms, conditions or restrictions that may limit any Customer use of Services provided by Verizon that is otherwise permitted by this Agreement.

15. Indemnification.

15.1 Each party and its affiliates ("Indemnifying Party") shall indemnify, defend and hold harmless the other party, each from and against any and all Third Party Claims (as defined below) that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligence or intentionally wrongful acts or omissions of the Indemnifying Party in connection with this Agreement. For purposes of this Agreement, "Third Party Claims" means a claim where there is (a) a claim, demand, suit or action by any third party who is not a party to this Agreement, (b) a settlement with, judgment by, or liability to, any third party who is not a party to this Agreement, or (c) a fine or penalty imposed by any third party who is not a party to this Agreement.

15.2 Customer (the Indemnifying Party under this Section 15.2) shall indemnify, defend and hold harmless Verizon, its affiliates, directors, officers and employees (the "Indemnitees" under this Section 15.2) from any Third Party Claim arising out of the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander, and invasion of privacy.

15.3 Verizon (the Indemnifying Party under this Section 15.3) agrees at its own cost to defend Customer, its affiliates, directors, officers, and employees (the "Indemnitees" under this Section 15.3) or, at its option, to settle, any Third Party Claim brought against the Indemnitee and to indemnify Indemnitee against any final judgment awarded against the Indemnitee alleging that the Service or Indemnitee's use of such Service as authorized herein infringes any valid United States patent, trademark, copyright, or other third party proprietary rights. If such Third Party Claim has occurred or in the Indemnifying Party's judgment is likely to occur, the Indemnitee agrees to allow the Indemnifying Party (at its option and expense), to procure the right for the Indemnitee to continue using the applicable Service or to replace or to modify such Service so that it becomes non-infringing, or to terminate the infringing Service without liability to either party, except that the Indemnitee remains obligated to pay for such Services rendered prior to the termination pursuant to this section. The Indemnifying Party's obligations under this section do not apply to any Third Party Claim arising out of the Indemnitee's modification of the Services or combination of the Services with other services or products of Customer or any third party. The foregoing states the entire obligation of the Indemnifying Party to the Indemnitee, and is the Indemnitee's sole and exclusive remedy with respect to any Third Party Claim arising under this Section 15.3 or any other infringement of any intellectual property right of any kind, and the Indemnifying Party disclaims all warranties and other obligations with respect thereto.

15.4 The defense and indemnification obligations set forth in this Section 15 are contingent upon (1) the Indemnitee providing the Indemnifying Party prompt, written, and reasonable notice of any Third Party Claim subject to indemnification, (2) the Indemnitee granting the Indemnifying Party the right to control the defense of the same, and (3) the Indemnitee's full cooperation with the Indemnifying Party in defense of the Third Party Claim, including providing information and assistance in defending such claim. Nothing herein, however, restricts the Indemnitee from participating, on a non-interfering basis, in the defense of the Third Party Claim at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the Indemnifying Party on behalf of the Indemnitee that includes obligations to be performed by the Indemnitee (other than payment of money that will be fully paid by the Indemnifying Party under this Section 15) without Indemnitee's prior written approval.

15.5 Each party's obligations under this Section 15 will survive expiration, cancellation or termination of this Agreement.

16. Dispute Resolution. Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement must follow the dispute resolution process stated in this Agreement. Any Disputed Claims, other than claims relating to indemnification and equitable relief, that are not resolved by the parties directly must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association at a mutually agreed upon location. The decision of the arbitrator must be based upon this Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement and does not have authority to award relief in excess of what this Agreement provides, to award punitive damages, or to order consolidation or class arbitrations. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis.

17. Confidential Information. Except as required by law or regulation, each party promises that during the Service Period stated in each Exhibit, as applicable, and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to this Agreement or changes to this Agreement; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Service Period. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required by applicable law, rule, regulation, or lawful process.

18. **Law Enforcement.**
    18.1 Each party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to the Services provided by it under this Agreement, including the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
    18.2 A party does not have the obligation to inform the other party or the customers of the other party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.
19. **Entire Agreement; Severability.** This Agreement, including Exhibits and any Addenda made a part hereof, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, negotiations, and representations, whether written or oral, concerning such subject matter. No representations or warranties express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement. Unless specified otherwise, this Agreement may be modified or amended only if done in writing and signed by both Parties. All provisions of this Agreement are severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be interpreted in such a manner as to carry out the full intention of the parties.
20. **Waiver.** Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and does not affect the validity of this Agreement. Any waiver must be written and signed by the Parties. If any provision of this Agreement or the provision of any Service under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement must be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service in such State or jurisdiction.
21. **Independent Contractor Relationship; No Agency.** The personnel of Customer and of Verizon are not agents or employees of the other and Customer and Verizon are each an independent contractor for all purposes and at all times in connection with provision of Services under this Agreement. Except as otherwise provided herein, neither Customer nor Verizon has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other or bind the other in any respect whatsoever. Customer and Verizon each shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable to this provision.
22. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. If Customer assigns this Agreement to an affiliate or successor, then that affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. Any attempted transfer or assignment of this Agreement by one party to any other third party without prior written consent is null and void.
23. **Notices.** Notices under this Agreement must be sent by first-class U.S. mail, postage prepaid, to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com. With a copy to, Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President, Legal, and to Customer at the address specified above. Notices are deemed effective 5 business days after such mailing.
24. **Compliance With Laws.** Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement. The Services are subject to such orders, rulings, and tariffs now or hereafter issued or filed with the Federal Communications Commission (FCC) and/or the applicable state regulatory commission if and to the extent required by law. In the event of a conflict between the terms of any such tariffs and this Agreement, the terms of such tariffs will apply to the extent required under applicable law.
25. **Applicable Law.** In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute will apply, without regard to its choice of law provisions. If Service provided is multi-jurisdictional, then the laws of the State of New York will apply, without regard to its choice of law provisions.
26. **Interpretation.** Nothing in this Agreement may be construed or interpreted for or against either Customer or Verizon because that party drafted or caused that party's legal representative to draft any of its provisions.
27. **Limitation of Actions.** A party may bring no action or demand for arbitration arising out of this Agreement more than 2 years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law. Verizon will make no refund of overpayments by Customer

unless the claim for such overpayment, together with proper evidence, is submitted within 2 years from the date of the alleged overpayment.

28. **Good Faith Performance**. The parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including where consent, approval, agreement or a similar action is stated to be within a party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action will not be unreasonably withheld, conditioned or delayed.
29. **Publicity.** Notwithstanding any contrary term in this Agreement, a party may not issue or permit issuance of a press release or other public statement concerning this Agreement without the consent of the other party and then only after the contents of such release or statement is agreed upon by the parties.
30. **Customer Purchase Orders.** The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of the Agreement or any of its Exhibits and such terms and conditions shall be void and of no effect.
31. **Order of Precedence**. The contractual relationship between Verizon and Customer is governed by the following order of precedence with the item following (i) given the highest order of precedence in resolving conflicts in terms: (i) Service Exhibits, and (ii) these terms and conditions.
32. **Consent to Use of Customer Proprietary Network Information ("CPNI").** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services and interconnected voice over Internet Protocol services Customer purchases from Verizon Companies, as well as related local and toll billing information, made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies, agents, contractors and partners, so that all may use this information to offer Customer the full range of products and services offered by them (see www.verizon.com and www.verizonwireless.com for a description of Verizon Companies and services). By signing this Agreement, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at **cpni-notices@verizonwireless.com** and **cpni-notices@verizon.com** of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as described above. All other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.
33. **Authority**. Each signatory to this Agreement represents and warrants that he or she has authority to bind the entity on whose behalf he or she is executing this Agreement.

AGREED AND ACCEPTED:

Customer	PASSAIC VALLEY WATER COMMISSION	**Verizon Business Network Services Inc.,** Verizon Business Network Services Inc., on behalf of Verizon company(ies) identified in the applicable Exhibit(s).	
By		By	
Name		Name	Anthony Recine
Title		Title	Vice President – Pricing/Contract Management
Date		Date	

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Interstate Transparent LAN Service
Exhibit A

Verizon company name: Verizon New Jersey Inc. (referred to in this Exhibit as "Verizon")
State: NJ
Customer name: PASSAIC VALLEY WATER COMMISSION
Case No.: 526552

The terms and conditions of this Exhibit apply to interstate Transparent LAN Service ("TLS" or "Service") to Customer.

1. **Definitions.**
   - 1.1 **Ethernet:** Ethernet refers to a data communications protocol defined by standards 802.3, 802.3u, 802.3z, and related standards of the Institute of Electrical and Electronics Engineers.
   - 1.2 **User Network Interface ("UNI"):** The UNI provides the Ethernet connection from Verizon's switch to the Customer designated location.
   - 1.3 **UNI Port with Access Line Connection:** The UNI Port with Access Line Connection (or "Access Line") provides a link from a Customer location to a Verizon switch and the appropriate port interface connection.
   - 1.4 **Ethernet TLS EVC:** The Ethernet TLS Ethernet Virtual Circuit ("EVC") provides an Ethernet point-to-point virtual connection between Customer locations and between two UNIs or between a UNI and a Network to Network Interface ("NNI"). Ethernet TLS EVC is only available with Ethernet Relay Service ("ERS"). Depending on the Customer's requirements, the capacity of the EVC may be allocated between the following service classes:
     - 1.4.1 **ERS Standard:** Designed for Customer applications where the Committed Information Rate ("CIR") equals 0 and Excess Information Rate ("EIR") equals the number of Mbps of the selected ERS Standard EVC service class; ERS Standard is only available with ERS Standard class of service.
     - 1.4.2 **ERS Basic ("ERS-B"):** Designed for Customer applications where the CIR equals 0 and EIR equals the number of Mbps of the selected ERS Basic service class;
     - 1.4.3 **ERS Priority Data ("ERS-PD"):** Designed for Customer applications where the CIR equals the number of Mbps of the selected ERS Priority Data service class and the EIR equals the number of Mbps of the selected ERS Priority Data service class;
     - 1.4.4 **ERS Real Time ("ERS-RT"):** Designed for Customer applications where the CIR equals the number of Mbps of the selected ERS-Real Time service class and the EIR equals 0.
   - 1.5 **Ethernet Virtual Private Local Area Network ("EVP-LAN") EVC:** The EVP-LAN EVC provides an Ethernet multipoint-to-multipoint virtual connection between Customer locations and between two or more UNIs. An EVP-LAN EVC is only available with ERS Premier. Depending on the Customer's requirements, the capacity of the EVC may be allocated between the following service classes:
     - 1.5.1 **EVP-LAN Basic ("EVPLAN-B"):** Designed for Customer applications where the CIR equals 0 and EIR equals the number of Mbps of the selected EVPLAN-Basic service class;
     - 1.5.2 **EVP-LAN Real Time ("EVPLAN-RT"):** Designed for Customer applications where the CIR equals the number of Mbps of the selected EVPLAN-Real Time service class and the EIR equals 0.
   - 1.6 **Fiber Path Diversity:** Fiber Path Diversity ("FPD") means that two fiber pairs will be provided as part of Protected Diverse optical transport system. Such fiber pairs will be placed in physically separate paths (e.g., different conduit paths) and separated by at least 25 feet. Such 25-foot separation is not provided a) on Customer's property, even if past the Point of Termination; b) 500 feet out from the property line of the Customer location; and c) 500 feet out from any Verizon central office location. Customer may request dual entrance facilities to be installed at the Customer premises and Verizon central offices (where 25 foot separation would be provided), provided that Customer pays additional construction charges under Section 3.1 as may be applicable.
   - 1.7 **Point of Termination:** The Point of Termination refers to the point of demarcation between Verizon's facilities and the customer-designated location. Verizon's responsibility for the provision of TLS ends at the Point of Termination and includes the Verizon-provided network interface. Customer is responsible for all facilities on the premises side of the network interface, including any inside wire required in connecting the LAN to the TLS service equipment. Customer is responsible for providing acceptable building entrance and internal building cable infrastructure to deliver point of termination.

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1.8 **Closed User Group ("CUG"):** CUGs or virtual LANs are used to provide traffic separation among customers on Verizon's shared switch and backbone facilities. Customer users in a CUG can only access such Customer's own data.

1.9 **Network Interface Device:** The network interface is the LAN interface on the Service equipment at Customer's premises.

1.10 **Wire Center:** A Verizon building in which one or more central office switches, and cross connection equipment used for the provision of Verizon telecommunications services are located.

1.11 **Direct Fiber Transport Connectivity Options:** The standard customer connectivity model for UNI Port with Access includes direct fiber or existing transport facilities between the customer's location and the TLS-equipped central office.

1.12 **Optical Transport Connectivity Options:** The standard customer connectivity model for UNI Port with Access includes direct fiber or existing transport facilities between the customer's location and the TLS-equipped central office. Optical transport connectivity provides TLS connectivity over optical transport facilities between the Customer premise and the TLS equipped central office. Where optical transport connectivity is available and compatible with Customer's requirements, Customer may select from the following configurations:

1.12.1 **Protected Non-Diverse:** This optical transport connectivity offers an alternate (although not provided with FPD) facility between Customer's location and the TLS equipped central office. For the 1000 Mbps speed, at least one node of the optical transport system must be located in a TLS equipped central office.

1.12.2 **Protected Diverse:** This optical transport connectivity offers an alternate facility designed with FPD between Customer's location and the TLS equipped central office. For the 1000 Mbps speed, at least one node of the optical transport system must be located in a TLS equipped central office.

1.12.3 **Protected Private:** This optical transport connectivity is provided over a dedicated private ring which the Customer has purchased from Verizon under a separate agreement or tariff. At least one node of the private ring must be located in a TLS equipped central office.

1.13 **Transport:** a TLS rate element for interoffice mileage. Transport is sometimes referred to as "Mileage" or "Interoffice Mileage".

2. Service Description.

2.1 A TLS Access Line ("TLS Access Line") is a connection-less and connection-oriented, high speed data service which provides Ethernet transport and allows connectivity among multiple Customer-designated locations over a shared network and utilizes Ethernet to transport Customer data between Customer locations.

2.2 Customer must select EMS (also known as Ethernet LAN Service or "ELAN") or ERS (also known as Ethernet Virtual Private Line Service or "EVPL") for each domain or group of Service access lines designated by Customer. Connectivity cannot be established between EMS and ERS service types. EMS and ERS are described as follows:

2.2.1 EMS is a connection-less service that provides multipoint to multipoint connectivity among multiple Customer designated locations within a metropolitan serving area. With EMS, the TLS service utilizes CUGs that provide traffic separation on the shared switch and backbone, permitting subscribers in a CUG to access only their own data. Customer may have more than one domain, but connections between Service domains are not permitted. EMS is available as a Standard class of service or Real Time class of service. The Standard class of service provides a CIR equal to zero. EMS Standard Access is available at speeds of 10, 100, 1000Mbps and 10Gbps. The Real Time class of service provides a CIR equal to the number of Mbps of the selected EMS service class and an EIR equal to 0 ("EMS Real Time Access"). EMS Real Time Access is available at 100, 1000 Mbps and 10Gbps. Customer may select to have EMS provisioned over an optical transport system.

2.2.2 ERS is a connection-oriented service that provides point-to-point connectivity between Customer locations within a metropolitan serving area. With ERS, the TLS service provides point-to-point virtual connectivity between two Customer access lines or between Customer's access line and an NNI. The ERS Standard class of service is only available for existing networks and will only support the ERS Standard EVC. ERS Premier is a class of service that allows Customer to allocate portions of a given EVC between ERS-B, ERS-PD and ERS-RT ("ERS Premier Access"). With the ERS Premier service type, Customer may also select to have EVPLAN-B or EVPLAN-RT EVCs provisioned to establish EVP-LAN multipoint Virtual LAN service comprised of a closed user group (CUG) of two or

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more EVP-LAN EVCs. EVP-LAN EVCs are designated by the Customer within an ERS Premier domain. ERS Premier Access is available at 10, 100, 1000 Mbps and 10 Gbps. Customer may select to have ERS Premier class of service provisioned over an optical transport system compatible with ERS.

2.3 TLS includes entrance cable or drop wiring and wire or intrabuilding cable to the Point of Termination. TLS has only one Point of Termination per Customer location. Verizon is responsible for the installation, operation and maintenance of TLS only up to the Point of Termination, which includes the network interface. Verizon will test TLS to the extent necessary to detect and/or clear troubles and to perform maintenance of TLS as needed. Additional terminations beyond the Point of Termination are the sole responsibility of the Customer. Construction of TLS will not begin until the design and configuration are mutually agreed to by Customer and Verizon. Customer is responsible for any inside wire required in connecting its LAN to Verizon's TLS equipment, any installation, operation, and maintenance of any Customer-provided equipment.

2.4 Verizon may perform maintenance on TLS at any time, at its discretion, when it believes such maintenance is necessary to maintain network performance. It may also be necessary for Verizon to perform network upgrades to TLS. Verizon will make commercially reasonable efforts to provide Customer with notification of such network upgrades.

2.5 TLS may be connected to other Verizon services provided under applicable tariffs, to the extent such service connection is technically feasible.

2.6 TLS Mileage, if required by the network configuration, will be charged at Verizon's prevailing rate, unless otherwise indicated in this Exhibit. Mileage applies when the Customer's serving wire center is different from the installed TLS switching office and equals the airline mile distance between Customer's serving wire center and the TLS switching office. For UNI Port and Access at bandwidths of 10Mbps, 100Mpbs and 1000Mbps, the first twenty IOF Miles are included in the Monthly Unit Rate of such UNI Port and Access. IOF Mileage charges will apply to any IOF Mileage which exceeds twenty miles. For UNI Port and Access at a bandwidth of 10Gbps, Customer shall be subject to all IOF Mileage charges, including the first twenty miles.

3. Services and Quantity Commitments.

3.1 Customer agrees to purchase the following TLS from Verizon at the monthly recurring charges ("MRC"), non-recurring charges ("NRC") and quantities set forth below for the Service Period as defined below. Such charges will be fixed for the duration of the Service Period. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties and reflected in an amendment to this Agreement. Additional charges may be applied if Verizon incurs costs for space and power required to place TLS equipment on Customer's or third party property. Customer will promptly provide Verizon with any documentation or information necessary for Verizon to implement the TLS set forth below.

Quantity	Service Rate Element	Unit MRC	Total MRC	Initial NRC	NRC After Add-on	Total Initial NRC (Q*Initial NRC)
0	ERS 10 MB Premier Access Line	$499.00	$0.00	N/A	N/A	N/A
0	ERS 10 MB Premier Access Line	0.00	$0.00	N/A	$1,300.00	N/A
1	ERS 100 MB Premier Access Line	$726.00	$726.00	N/A	N/A	N/A
0	ERS 100 MB Premier Access Line	0.00	$0.00	N/A	$1,300.00	N/A
0	ERS 1000 MB (GigE) Premier Access Line	$1,028.00	$0.00	N/A	N/A	N/A
0	ERS 1000 MB (GigE) Premier Access Line	0.00	$0.00	N/A	$1,300.00	N/A

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0	ERS 10000 MB (10 GigE) Premier Access Line	$8,100.00	$0.00	N/A	N/A	N/A
0	ERS 10000 MB (10 GigE) Premier Access Line	0.00	$0.00	N/A	$1,300.00	N/A
0	ERS Total Interoffice Mileage (10 MB)	$100.00	$0.00	N/A	N/A	N/A
0	ERS Interoffice Mileage (100 MB)	$100.00	$0.00	N/A	N/A	N/A
0	ERS Total Interoffice Mileage (1000 MB)	$100.00	$0.00	N/A	N/A	N/A
0	ERS Total Interoffice Mileage (10000 MB)	$100.00	$0.00	N/A	N/A	N/A
0	ERS EVC Basic-1 Mbps	$10.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-2 Mbps	$15.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-3 Mbps	$20.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-4 Mbps	$25.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-5 Mbps	$30.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-6 Mbps	$35.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-7 Mbps	$40.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-8 Mbps	$45.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-9 Mbps	$51.00	$0.00	$0.00	N/A	$0.00
1	ERS EVC Basic-10 Mbps	$57.00	$57.00	$0.00	N/A	$0.00
0	ERS EVC Basic-20 Mbps	$113.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-30 Mbps	$170.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-40 Mbps	$226.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-50 Mbps	$283.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-60 Mbps	$339.00	$0.00	$0.00	N/A	$0.00

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0	ERS EVC Basic-70 Mbps	$396.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-80 Mbps	$452.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-90 Mbps	$509.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-100 Mbps	$565.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-200 Mbps	$820.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-300 Mbps	$883.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-400 Mbps	$918.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-500 Mbps	$953.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-600 Mbps	$989.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-700 Mbps	$1,024.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-800 Mbps	$1,059.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-900 Mbps	$1,095.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Basic-1000 Mbps	$1,130.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-1 Mbps	$24.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-2 Mbps	$36.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-3 Mbps	$48.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-4 Mbps	$60.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-5 Mbps	$72.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-6 Mbps	$84.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-7 Mbps	$96.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-8 Mbps	$108.00	$0.00	$0.00	N/A	$0.00

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0	ERS EVC Priority Data-9 Mbps	$108.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-10 Mbps	$120.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-20 Mbps	$170.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-30 Mbps	$255.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-40 Mbps	$339.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-50 Mbps	$424.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-60 Mbps	$509.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-70 Mbps	$593.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-80 Mbps	$678.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-90 Mbps	$763.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-100 Mbps	$848.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-200 Mbps	$1,165.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-300 Mbps	$1,271.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-400 Mbps	$1,377.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Priority Data-500 Mbps	$1,483.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-1 Mbps	$32.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-2 Mbps	$48.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-3 Mbps	$68.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-4 Mbps	$91.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-5 Mbps	$113.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-6 Mbps	$132.00	$0.00	$0.00	N/A	$0.00

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0	ERS EVC Real Time-7 Mbps	$144.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-8 Mbps	$156.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-9 Mbps	$168.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-10 Mbps	$180.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-20 Mbps	$360.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-30 Mbps	$540.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-40 Mbps	$720.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-50 Mbps	$900.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-60 Mbps	$1,020.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-70 Mbps	$1,140.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-80 Mbps	$1,260.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-90 Mbps	$1,380.00	$0.00	$0.00	N/A	$0.00
0	ERS EVC Real Time-100 Mbps	$1,500.00	$0.00	$0.00	N/A	$0.00
1	EVC Setup Charge	N/A	$0.00	$200.00	N/A	$200.00
0	EVP-LAN EVC Basic-1 Mbps	$10.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-2 Mbps	$15.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-3 Mbps	$20.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-4 Mbps	$25.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-5 Mbps	$30.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-6 Mbps	$35.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-7 Mbps	$40.00	$0.00	$0.00	N/A	$0.00

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0	EVP-LAN EVC Basic-8 Mbps	$45.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-9 Mbps	$45.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-10 Mbps	$50.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-20 Mbps	$96.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-30 Mbps	$122.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-40 Mbps	$163.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-50 Mbps	$203.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-60 Mbps	$244.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-70 Mbps	$285.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-80 Mbps	$325.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-90 Mbps	$366.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-100 Mbps	$406.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-200 Mbps	$488.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-300 Mbps	$508.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-400 Mbps	$576.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-500 Mbps	$672.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-600 Mbps	$720.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-700 Mbps	$768.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-800 Mbps	$816.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-900 Mbps	$864.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC Basic-1000 Mbps	$960.00	$0.00	$0.00	N/A	$0.00

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0	EVP-LAN EVC RealTime-1 Mbps	$32.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-2 Mbps	$48.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-3 Mbps	$64.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-4 Mbps	$80.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-5 Mbps	$96.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-6 Mbps	$112.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-7 Mbps	$128.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-8 Mbps	$144.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-9 Mbps	$147.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-10 Mbps	$163.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-20 Mbps	$325.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-30 Mbps	$447.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-40 Mbps	$528.00	$0.00	$0.00	N/A	$0.00
0	EVP-LAN EVC RealTime-50 Mbps	$609.00	$0.00	$0.00	N/A	$0.00

Note 1: In the event that Verizon determines Mileage charges apply to the Services provided hereunder, the Customer will be responsible for such charges for the actual Mileage based on airline fiber mileage.
Note 2: Any New Construction MRC, if applicable, will be charged for the number of months in the New Construction Billing Period as defined below.
Note 3: Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges via an amendment. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination, in whole or in part, by Verizon without application of the termination charges described in this Exhibit.

3.2 **Service Period.** Except as indicated below, Customer agrees to purchase the Services at the rates and in the quantities set forth above, for the Service Period as described herein. The Service Period will commence on the In-Service-Date (as defined below) of the first TLS UNI Port or UNI Port with Access installed hereunder and continue for a period of thirty six (36) consecutive months (the "Service Period"). All TLS service rate elements will be coteriminous with the first TLS UNI Port or UNI Port with Access provided under this Exhibit, except for EVCs which are provided on a month to month basis. The In-Service Date is the date

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after the Effective Date of the Agreement when Verizon informs the Customer that the TLS has been installed and is available for Customer's use. For TLS already installed, the In-Service Date is the Effective Date of the Agreement. Billing for TLS will commence on the In-Service Date. All EVCs will be provided on a month to month basis. The EVC NRC Set-Up charge shall apply for each EVC install, change and/or move unless otherwise indicated.

3.3 **Additional Quantities: Access Lines and Ethernet TLS EVCs:** The Customer may add additional quantities of TLS service rate elements shown in Section 3.1 to existing locations or new locations by written or electronic request to Verizon, but without an amendment to the Agreement, provided facilities are available, up through the sixteen (16) month of the Service Period. The provision of such added services is subject to the terms and conditions of this Agreement and at the rates shown in a Firm Rate Authorization associated with the Case Number indicated at the top of this Exhibit, which rates are incorporated herein by reference. Additional Interoffice Mileage may apply if the added Access Lines cannot be provided from the Customer's serving Wire Center. The Service Period for such additional quantities of services will be coterminous with the Service Period of this Exhibit, except for EVCs which will be provided on a month to month basis. Access Lines may not be added outside the period noted above without an amendment to the Agreement. Customer may add Ethernet TLS EVCs at any time subsequent to the In-Service Date of TLS by written or electronic request to Verizon, but without an amendment to the Agreement.

4. Cancellation and Termination Charges.

4.1 If the Customer cancels TLS subsequent to execution of this Exhibit by both parties, but prior to the In-Service Date of such service, Customer will pay Verizon its actual incurred costs of provisioning the TLS and any associated construction including New Construction up to the point of such cancellation. Cancellation must be in writing to Verizon.

4.2 Following the In-Service Date, termination charges will apply to each circuit terminated except as indicated below. If the Customer terminates any or all of the circuits covered by this Exhibit before the end of the Service Period, the Customer must pay a termination charge for each affected circuit equal to 25% of the MRCs for each affected circuit for the remainder of the Service Period. Any such termination charge will be due and payable in one lump sum in accordance with the payment provisions of this Agreement. Customer is also responsible for all charges incurred up to the date of any TLS terminated. EVCs are not subject to termination charges.

4.3 Unless otherwise agreed to by Verizon, Customer may not move, change or replace the TLS without incurring Termination Charges in accordance with Section 4.2. However, Termination Charges will not apply under the following conditions:

4.3.1 Customer moves its existing Service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the Service Period; or

4.3.2 The Customer converts to a new Service Period for the same TLS before the current Service Period expires, and the dollar value of the TLS under the new Service Period is equal to or greater than the remaining dollar value of the current TLS under the existing Service Period; or

4.3.3 Customer upgrades TLS to a higher speed or capacity of such service ("Upgraded Service"), provided the following conditions are met: (a) The total monetary value of the Upgraded Service for the applicable Service Period is equal to or greater than the remaining monetary value of the existing TLS under the existing Service Period; (b) both the existing and Upgraded Service is provided solely by Verizon; and (c) the order to discontinue the existing TLS and the order for the Upgraded Service are received by Verizon at the same time.

5. Additional Provisions.

5.1 **Interstate Certification.** Customer warrants and represents that more than 10% of the traffic transported over the TLS provided herein is interstate in nature.

5.2 **Facilities.** Additional charges may be required if suitable Facilities are not available to provide TLS at any location, or if any additional work, services, or quantities of TLS are provided. In the event installation of additional network Facilities is required to provide TLS, Verizon will inform Customer of such additional charges, and Verizon will install such Facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described herein.

5.3 **Rate Expirations.** Verizon, at its discretion, may adjust the rates, terms and conditions of the TLS if this Agreement is not signed and dated by Customer on or before March 01, 2016.

5.4 **Locations.** TLS will be provided to Customer under the terms hereof at the locations shown in the table below ("Locations").

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Quantity	Service Item	Address	City/State/Zip
1	ERS 100 MB Premier Access Line	800 Union Blvd	Totowa,NJ 07512

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RESOLUTION: 16-8
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JANUARY 20, 2016

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 16-P-8 entitled "Professional Services for 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 Law"); and

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

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

WHEREAS, each response received for the Project has been evaluated by PVWC's Chief Financial Officer and Comptroller based on criteria as set forth in the request for responses for the Project, and a copy of the Chief Financial Officer and Comptroller's memorandum

dated January 18, 2016 is attached hereto and made a part hereof; and

WHEREAS, based on the said evaluation of the four (4) responses received, the firm of Ferraioli, Wielkotz, Cerullo & Cuva, PA 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 7, 2016 (hereinafter the "Response"); and

WHEREAS, the Response(s), copies of which are on file in the office of the Administrative Secretary and available for inspection as indicated on Exhibit B attached hereto and made a part hereof, will be incorporated into the Contract, a form of which is also attached hereto and made a part hereof (the "Contract") as Exhibit A; and

WHEREAS, it is in the best interest of PVWC, its users and constituent municipalities to engage, or continue to engage, the services of the Awardee(s) 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, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto; and

WHEREAS, the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for public inspection;

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, for services related to the Project; and

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.				X
VANNOY, R.	X			
CLEAVES, C.				X
KOLODZIEJ, G.	X			
BAZIAN M.				X
FRIEND, G.	X			
SANCHEZ, R.	X			

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

Solicitations for Professional Services (or Extraordinary Unspecifiable Services)

Form of Contract

EXHIBIT A

Passaic Valley Water Commission

Inter-office Memo

To: President Chrystal Cleaves
Hon. Board of Commissioners

Date: January 18, 2016

From: Yitzchak Weiss, CFO

Re: Recommendation for Professional Services

Upon review of the submitted proposals and after taking into account past performance for services provided and costs proposed, the Finance Committee recommends the following professionals to be appointed for 2016:

Auditor: Ferraioli, Wielkotz, Cerullo & Cuva, PA

Respectfully submitted,

Yitzchak Weiss, CPA
Comptroller/CFO

cc: George T. Hanley Esq., General Counsel
Joseph A. Bella, Executive Director

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011 and Ferraioli, Wielkotz, Cerullo & Cuva, PA a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 401 Wanaque Avenue, Pompton Lakes, New Jersey 07442.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 16-P-8 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, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated January 7, 2016, are collectively referred to herein as the "PROPOSAL", are attached hereto and made a part hereof as Exhibit A; and

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

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

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

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

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

shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not to exceed $40,500.00. 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. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than $1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice 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 against the following risk during the term of this AGREEMENT:

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than $1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. A waiver or breach of any term, condition or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of the AGREEMENT invalid, illegal

or otherwise unenforceable, the remaining provisions of the AGREEMENT shall remain in full force and effect.

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

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

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

22. PVWC designates the Executive Director, the Chief Financial Officer, or the Director of Engineering 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.

FERRAIOLI, WIELKOTZ, CERULLO & CUVA

Witness or Attest

By: _____ By: _____
Secretary Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____ By: _____
LOUIS AMODIO RIGO SANCHEZ
Administrative Secretary President

PASSAIC VALLEY WATER COMMISSION

ATTACHMENT "A"

PROFESSIONAL'S PROPOSAL

PASSAIC VALLEY WATER COMMISSION

Solicitations for Professional Services
(or Extraordinary Unspecifiable Services)

Responses

EXHIBIT B

(On File in the Office of the Administrative Secretary)

Project 16-P-8
Professional Services for Public Auditor

Proposals Received: January 7, 2016

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Ferraioli, Wielkotz Cerullo & Cuva, PA 401 Wanaque Avenue Pompton Lakes, New Jersey 07442 973-835-7900 - Ext. 201 wielkotz@optonline.net		$40,500.00 Additional Hourly Rates Attached	X Ownership X EEO X Insurance X BRC
Withum Smith & Brown, PC 465 South Street - Suite 20 Morristown, new Jersey 07960 973-867-6876 mschreck@withum.com		$39,000.00 Additional Hourly Rates Attached	X Ownership X EEP - No Certificate X Insurance No BRC
Samuel Klein and Company, CPS's 550 Broad Street, 11th Floor Newark, New Jersey 07102 973-624-6100 mgottlieb@sklein-cpa.com		$37,500.00 Additional Hourly Rates Attached	X Ownership X EEO X Insurance X BRC
A.F. Paredes & Co., CPA'sLLP 250 Stelton Road, Suite 8 Piscataway, New Jersey 08854 732-752-9530 vroz@paredescpa.com		$35,000.00 Additional Hourly Rates Attached	X Ownership X EEO X Insurance X BRC
			Ownership EEO Insurance BRC

PASSAIC VALLEY WATER COMMISSION

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

IDENTIFICATION PAGE

A. Name of Firm(1) FERRAIOLI, WIELKOTZ, CERULLO & CUVA, PA

B. Mailing Address of Firm: 401 WANAQUE AVENUE
POMPTON LAKES, NJ 07442

C. Firm's Primary Contact Person for this Project:

1. Name: Steven D. Wielkotz
2. Telephone Number: 973-835-7900 ext. 201
3. Facsimile Number: 973-835-6631
4. E-mail Address: wielkotz@optonline.net

D. Firm's Alternate Contact Person for this Project:

1. Name: Sean Ferguson
2. Telephone Number: 973-835-7900 ext. 205
3. Facsimile Number: 973-835-6631
4. E-mail Address:

E. Contact Information for Firm's Proposed Subcontractor, if any:

1. Name of Subcontractor's Firm: N/A
2. Address of Subcontractor's Firm: N/A
3. Subcontractor's Contact Person: N/A
4. Telephone Number : N/A
5. Facsimile Number: N/A
6. E-mail Address: N/A

F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:

(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

SECTION IV

COST PROPOSAL

At Ferraioli, Wielkotz, Cerullo & Cuva, P.A. the concept of "quality service" includes the concept of "reasonable costs". This does not mean that we cut corners in the quality of our work, but rather that we use methods that promote the greatest efficiency in the conduct of our audit.

Auditing Services

Annual Audit:

We have developed a fee proposal of $40,500.00 for the following services:

- Annual Audit including all schedules, forms and subsidiary documents.

We will submit periodic billings along with progress reports which will note the audit work completed to date and the work remaining. Should additional professional services be required, estimated costs for each project will be prepared in advance and approved by both parties. The hourly rates for any additional services are as follows:

Partner	$150.00 - $185.00
Manager	100.00 - 135.00
Senior Accountant	80.00 - 95.00
Staff Accountant	60.00 - 75.00
Secretarial	55.00

Through written and personal communication, Ferraioli, Wielkotz, Cerullo & Cuva, P.A. will ensure that the audit plans are followed, deadlines are met, and the issues related to reporting, internal control, and other important matters are discussed and interpreted in a timely manner from the broadest perspective.

Financial Advisory Services:

1. General Financial Advisory Services
   These services would be at our aforementioned hourly rates with not to exceed amounts to be established before any project is undertaken.

2. Debt Financings
   As with General Financial Advisory Services hourly rates would be utilized with not exceed amounts determined for each project.

IDENTIFICATION PAGE

PASSAIC VALLEY WATER COMMISSION

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

IDENTIFICATION PAGE

A. Name of Firm(1) WithumSmith+Brown, PC

B. Mailing Address of Firm: 465 South Street, Suite 200
Morristown, NJ 07960

C. Firm's Primary Contact Person for this Project:

1. Name: Michael A. Schreck, CPA
2. Telephone Number: 973.867.6876 (Direct) 973.898.9494 (Office)
3. Facsimile Number: 973.867.6877
4. E-mail Address: mschreck@withum.com

D. Firm's Alternate Contact Person for this Project:

1. Name: Jeanette K. Emmons, CPA
2. Telephone Number: 973.867.6888 (Direct) 973.898.9494 (Office)
3. Facsimile Number: 973.867.6889
4. E-mail Address: jemmons@withum.com

E. Contact Information for Firm's Proposed Subcontractor, if any:

1. Name of Subcontractor's Firm: N/A
2. Address of Subcontractor's Firm: _____
3. Subcontractor's Contact Person: _____
4. Telephone Number : _____
5. Facsimile Number: _____
6. E-mail Address: _____

F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:

(Attach Additional Sheets as Required) N/A

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

F SCHEDULES OF FEES AND/OR METHODS OF PROPOSED COMPENSATION

Providing professional accounting and auditing services is our business. We believe we are in a unique position to understand and satisfy your needs and to fulfill your requirements. The skills and capabilities of our team of professionals can best serve the needs of the Passaic Valley Water Commission through the application of specialized industry expertise and a commitment to providing the highest quality service possible. With our firm, you will receive superior personal service tailored to your specific needs.

It is the firm's policy to bill on a monthly basis for services provided in the previous month. Staff are required to record their time on a daily basis in one-tenth of an hour increments.

We understand that efficiency in all aspects of operations is important to you. Our engagement team, working from our Morristown office, will work with your staff to effect a timely audit. Our proposal fees reflect our engagement strategy to provide quality performance in a timely and cost-efficient manner. Our fees are based on the estimated time necessary to render our world class service:

Fee for the audit of Passaic Valley Water Commission's financial statements for the year ended December 31, 2015: $ 39,000.

This audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and the Single Audit Act OMB Circular A-133 and NJ Circular Letter 04-04, if applicable.

If we are confronted with unexpected circumstances, such as expansion of audit scope, new activities, or additional work that needs to be performed to support our audit opinion, we will discuss these circumstances with you and obtain your concurrence for this additional work and potential billings before proceeding.

Our billing rates are as follows:

Partners, Principals	$330
Senior Managers, Managers	$255
Senior Professional Staff	$170
Junior Professional Staff	$140

PASSAIC VALLEY WATER COMMISSION

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

IDENTIFICATION PAGE

A. Name of Firm[1] Samuel Klein and Company, CPA's

B. Mailing Address of Firm: 550 Broad Street, 11th Floor

Newark, New Jersey 07102

C. Firm's Primary Contact Person for this Project:

1. Name: Marvin Gottlieb
2. Telephone Number: (973) 624-6100
3. Facsimile Number: (973) 624-6101
4. E-mail Address: mgottlieb@sklein-cpa.com

D. Firm's Alternate Contact Person for this Project:

1. Name: Joseph J. Faccone
2. Telephone Number: (973) 624-6100
3. Facsimile Number: (973) 624-6101
4. E-mail Address: jfaccone@sklein-cpa.com

E. Contact Information for Firm's Proposed Subcontractor, if any:

1. Name of Subcontractor's Firm: N/A
2. Address of Subcontractor's Firm:
3. Subcontractor's Contact Person:
4. Telephone Number :
5. Facsimile Number:
6. E-mail Address:

F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:

(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

S. Klein

Fee Proposal

Our fee for performing the audit of Passaic Valley Water Commission's financial statements as of and for the year ending December 31, 2016 will be $37,500.

The fee contemplates that all of the internal records will be complete, that all bank accounts will be reconciled and that all detail schedules, lists and trial balances will be provided and in proof. If significant additional time is necessary to complete the internal records or we are called upon to perform additional services, we will discuss the matter with you and obtain authorization to proceed. Fees for such services will be based on our per diem hourly rates listed below, or shall be negotiated not to exceed a predetermined maximum amount:

Schedule of Hourly Rates

Partner	$150 to $175
Manager and Senior Staff	85 to 95
Staff Assistants	55 to 65

PASSAIC VALLEY WATER COMMISSION

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

IDENTIFICATION PAGE

A. Name of Firm[1] A.F. PAREDES & CO., CPAs LLP

B. Mailing Address of Firm: 250 STELTON ROAD, SUITE 8

PISCATAWAY, NJ 08854

C. Firm's Primary Contact Person for this Project:

1. Name: VIVIAN F. ROZ, PARTNER
2. Telephone Number: 732-752-9530
3. Facsimile Number: 732-752-7954
4. E-mail Address: vroz@paredescpa.com

D. Firm's Alternate Contact Person for this Project:

1. Name: ANTHONY F. PAREDES, MANAGING PARTNER
2. Telephone Number: 732-752-9530
3. Facsimile Number: 732-752-7954
4. E-mail Address: afparedes@paredescpa.com

E. Contact Information for Firm's Proposed Subcontractor, if any:

1. Name of Subcontractor's Firm: none
2. Address of Subcontractor's Firm: _____
3. Subcontractor's Contact Person: _____
4. Telephone Number : _____
5. Facsimile Number: _____
6. E-mail Address: _____

F. Contact Information for Firm's Additional Proposed Subcontractor(s), if any:

(Attach Additional Sheets as Required)

NOTE: (1) Firm as used herein refers to Professional/Professional's firm, as applicable.

A. F. Paredes & Co.
Certified Public Accountants, LLP

250 Stelton Road • Suite 8
Piscataway, NJ 08854
Tel: (732) 752-9530
Fax: (732) 752-7954

99 John Street • Suite 408
New York, NY 10038
Tel: (212) 285-1725
Fax: (212) 285-1759

website: paredescpa.com

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

PROFESSIONAL SERVICES FOR PUBLIC AUDITOR
PROJECT NO. 16-P-8

Price Proposal

Our professional fee inclusive of out-of-pocket expenses is Thirty Five Thousand United States Dollar (US$35,000).

Staff Level	Hours	Hourly Rates	Total
Partner	56	125	$ 7,000
Manager	112	100	11,200
Senior	168	52	8,736
Staff	168	48	8,064
Total	504		$ 35,000

Firm's Name: A.F. PAREDES & CO., CPAs LLP

Authorized Signature: _____ Date: 1/2/16
Vivian F. Roz, CPA CGMA PSA
Partner

RESOLUTION: 16-11
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JANUARY 20, 2016

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, on January 5, 2016 four (4) bids were received by PVWC for Contract No. 16-B-2 "Liquid Sodium Hydroxide"; 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 responsible bid submitted for this contract was that of Univar USA, Inc. of Morrisville, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 2,300,000 gallons, in the amount of $2,967,000.00; 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. 16-B-2 "Liquid Sodium Hydroxide"; in the total amount of $2,967,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to

solicitation for bids made in connection with Contract 16-B-2 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	___	___	___	X
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	___	___	___	X
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 6, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-2**
Liquid Sodium Hydroxide

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 four (4) bids received, the lowest responsive and responsible proposal was submitted by **Univar USA, Inc.**, of Morrisville, Pennsylvania, in the amount of **$2,967,000.00**.

Respectfully submitted,

L. Beckering

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: **16-B-2 - Univar USA, Inc.**

Amount of Project or Contract: $ 2,967,000.00

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

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

Other comments: Two (2) Year Contract Commencing: January 2016
Liquid Sodium Hydroxide

Date of Certification: 01/06/2016 Certified: $ 2,297,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 16-B-2
Liquid Sodium Hydroxide

Bids Received: January 5, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
JCI Jones Chemicals, Inc. 103 River Street Warwick, New York 10990 lindsay@jcichem.com	_____ Certified Check _____ Cashier's Check Bid Bond Not to Exceed Bid Bond - $1,000.00	$1.62/Gallon $3,726,000.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
Brenntag Northeast, Inc. 81 West Huller Lane Reading, Pennsylvania 19605 jfegely@brenntag.com	_____ Certified Check Cashier's Check 10% Bid Bond Not to Exceed $20,000.00	$1.3381/Gallon $3,077,860.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
Kuehne Chemical Company, Inc. 86 North Hackensack Avenue South Kearny, New Jersedy 07032 bids@kuehnecompany.com	_____ Certified Check _____ Cashier's Check 10% Bid Bond Not to Exceed $20,000.00	$1.7572/Gallon $4,041,560.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
Univar USA, Inc. 532 East Emaus Avenue Middletown, Pennsylvania 17057 kirsten.bimler@univarusa.com	_____ Certified Check _____ Cashier's Check X Bid Bond Not to Exceed $20,000.00	$1.29/Gallon $2,967,000.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
Main Pool & Chemical Company 110 Commerce Drive Dupont, Pennsylvania 18641 domma@mainpoolchemical.com	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.

Contract # 16-B-2
Liquid Sodium Hydroxide

Bids Received: January 5, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Chemrite, Ijnc. 5202 Bellewood Court - Suite 104 Buford, Georgia 30518 ann@chemrite.com	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.

RESOLUTION #16-4

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
Adopted: January 20, 2016

INTRODUCED BY COMMISSIONER **KOLODZIEJ**;

SECOND BY COMMISSIONER **VANNOY**:

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 — M & T Bank
Chase Manhattan Bank — Crown Bank
Bank of America

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. Menachem Bazian — Hon. Robert Vannoy
Hon. Chrystal Cleaves — Hon. Gloria Kolodziej
Hon. Gerald G. Friend — Hon. Jeff Levine
Hon. Rigoberto Sanchez

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

Governing Body Member:	Recorded Vote Aye	Nay	Abstain	Absent
Levine, Jeffrey				**X**
Robert Vannoy	**X**			
Cleaves, Chrystal				**X**
Kolodziej, Gloria	**X**			
Bazian, Menachem				**X**
Gerald Friend	**X**			
Sanchez, Rigo	**X**			

Rigo Sanchez-President

Chrystal Cleaves-Secretary

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 20, 2015.

Louis Amodio, Administrative Secretary

RERSOLUTION: 16-9
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: JANUARY 20, 2016

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

Introduced by Commissioner: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 15-P-41 "Professional Services for Rehabilitation of PVWC's Hydroelectric Generators" (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 at least one (1) professional (or provider of extraordinary unspecifiable services) provider; and

WHEREAS, each response received for the Project has been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated

January 8, 2016 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of each of the four (4) responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of HDR Engineering, Inc. (the "Awardee) of Mahwah, New Jersey was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 1, 2015 (hereinafter the "Response"), and was the least cost of the proposals received; and

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

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

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

WHEREAS, all of the responses to the Project, including the Responses other than that of the Awardee (as indicated in Exhibit D), and solicitation are also on file in the office of the Administrative Secretary and available for inspection; and

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed $1,236,322.00 for services related to the Project; and

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	___	___	___	X
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	___	___	___	X
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-41
"PROFESSIONAL SERVICES FOR REHABILITATION OF PVWC'S HYDROELECTRIC GENERATORS"

PVWC MEMORANDUM DATED JANUARY 8, 2016

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM

Date: January 8, 2016

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Request to Award Project No. 15-P-41 "Professional Services for Rehabilitation of PVWC's Hydroelectric Generators"

Summary
It is recommended that Project No. 15-P-41 "Professional Services for Rehabilitation of PVWC's Hydroelectric Generators" be awarded to HDR Engineering, Inc. of Mahwah, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed $1,236,322.00.

The penstock valves, and the hydroelectric generators are in poor condition and require extensive and specialized rehabilitation before PVWC's hydroelectric generators and related systems can be returned to service.

The requested professional services are for design and preparation of bid documents for the rehabilitation of PVWC's hydroelectric generators and related facilities, and to assist PVWC with services during the bidding and construction phases of the Project.

Attached is a summary of some relevant aspects of the responses.

Background
Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on December 1, 2015 four (4) responses were received and subsequently evaluated by PVWC for the Project. A summary of not-to-exceed total costs submitted by each responder for the Project, along with the ranking based on PVWC's evaluation of the said responses utilizing the weighted evaluation criteria set forth in the RFP, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED DECEMBER 1, 2015

CONSULTANT	TOTAL AMOUNT	RANKING[1]
HDR[2][6]	$1,236,322	1
MWH[3]	$1,741,860	2
Hatch[4]	----	3
Amec FW[5]	$1,950,451	4

Notes: (1) Using weighted evaluation criteria set forth in the RFP.
(2) HDR Engineering, Inc. of Mahwah, NJ.
(3) MWH Americas, Inc. of New York, NY.
(4) Hatch Associates, Inc. of Amherst, NY included unacceptable qualifications and exceptions in their proposal, and qualified their pricing.
(5) Amec Foster Wheeler Environmental Infrastructure, Inc. of Hamilton, New Jersey.
(6) Recommended for award, price and other factors considered.

Enclosure

PASSAIC VALLEY WATER COMMISSION
PROJECT 15-P-41 PROFESSIONAL SERVICES FOR REHABILITATION PVWC'S HYDRO-ELECTRIC GENERATORS
SUMMARY OF RELEVANT ASPECTS OF RESPONSES RECEIVED DECEMBER 1, 2015

Firm	**HDR Engineering, Inc.** **1 International Blvd, 10th Floor** **Mahwah, NJ 07495**	**Hatch Associates Consultants, Inc.** **100 Sylvan Parkway, Suite 200** **Amherst, NY 14228**	**MWH Americas, Inc.** **1350 Broadway, Suite 702** **New York, NY 10018**	**Amec Foster Wheeler Environmental & Infrastructure, Inc.** **200 American Metro Blvd, Suite 113, Hamilton, NJ 08619**
Contacts	Primary: Jim Jensen 201-335-9379 JamesJensen@hdrinc.com	Primary: Paul Bernhardt 315-420-3776 pbernhardt@hatchusa.com	Primary: Charles Kahler 646-827-4078 Charles.M.Kahler@mwhglobal.com	Primary: William Mikula 609-689-2829 William.Mikula@amecfw.com
Project 1 **Rehab of Penstock Valves & Bypass Valve**				
Task 1 Info Review Site Visits & Feasibility Study & Assessments	596 Hours $103,609	96 Hours $13,000	711 Hours $165,624	925 Hours $247,845
Task 2 Design	594 Hours $86,732	620 Hours $86,200	983 hours $146,650	1,124 Hours $136,664
Task 3 Permitting	80 Hours $10,997	148 Hours $21,100	136 hours $24,802	348 Hours $$46,799
Task 4 Services during the Bidding & Const Phases of the Project	2,222 Hours $386,606	1,360 Hours $203,000	1,873 Hours $374,349	2,667 Hours $330,033
Sub-Totals-Project 1	**3,492 Hours $587,944**	**2,224 Hours $323,300**	**3,703 Hours $711,425**	**5,065 Hours $761,341**
Project 2 Repair/Rehabilitation of the Hydro-Electric Turbine Generators				
Task 1 Infor Review Site Visits & Feasibility Study & Assessment	366 Hours $66,082	265 Hours $35,600	899 Hours $150,210	1,413 Hours $$257,690
Task 2 Design	352 Hours $55,375	885 Hours $117,400	1,493 Hours $223,958	2,072 Hours $242,001
Task 3 Permitting	38 Hours $4,862	11 Hours $1,500	24 Hours $4,398	396 Hours $51,320
Task 4 Services during the Bidding & Construction Phases of the Project	2,594 Hours $472,059	2,000 Hours $299,700	3,037 Hours $601,869	4,393 Hours $588,101
Sub-Totals-Project 2	**3,350 Hours $598,378**	**3,161 Hours $454,200**	**5,453 Hours $980,435**	**8,273 Hours $1,139,111**
Task 5 Allowance	-------- $50,000	-------- $50,000	-------- $50,000	-------- $50,000
Totals-Projects 1 & 2 Combined (W/Allowance)	**6,842 Hours $1,236,322**	**5,385 Hours $827,500** **(Hatch noted that they may need to "re-visit" Tasks 2-4 Once Task 1 is Completed)**	**9,156 Hours $1,741,860**	**13,338 Hours $1,950,451**
Remarks	HDR included an extensive list of relevant projects	Hatch included Unacceptable Terms & Conditions (APP E) Had 34 Drawings listed (included as-builts) Hatch failed to Provide an Hours breakdown & failed to provide a breakdown by Project in original proposal as required	Had separate line items for Project management MWH failed to provide a breakdown by Project in original proposal as required	

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-41
"PROFESSIONAL SERVICES FOR REHABILITATION OF PVWC'S HYDROELECTRIC GENERATORS"

FORM OF AGREEMENT

EXHIBIT B

FORM OF AGREEMENT

PASSAIC VALLEY WATER COMMISSION
FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and HDR Engineering, Inc. a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 1 International Boulevard, 10th Floor, Mahwah, New Jersey 07495.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to Project No. 15-P-41 "Professional Services for Rehabilitation of PVWC's Hydroelectric Generators" (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 un-specifiable 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 Un-specifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated December 1, 2015, are collectively referred to herein as the "PROPOSAL", and are attached hereto and made a part hereof as Exhibit C; and

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

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

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

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

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

PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as they arise out of or are based upon the performance by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed $1,236,322.00. The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. 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. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than $1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice 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 against the following risk during the term of this AGREEMENT:

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than $1,000,000 for

personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PVWC designates the Executive Director, the 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.

HDR ENGINEERING, INC.

Witness or Attest

By: _____ By: _____
Secretary Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____ By: _____
LOUIS AMODIO RIGO SANCHEZ
Administrative Secretary President

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-41
"PROFESSIONAL SERVICES FOR REHABILITATION OF PVWC'S HYDROELECTRIC GENERATORS"

PROFESSIONAL'S PROPOSAL

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-41
"PROFESSIONAL SERVICES FOR REHABILITATION OF PVWC'S HYDROELECTRIC GENERATORS"

Other Proposals Received for the Project

EXHIBIT D

(On File in the Office of the
Administrative Secretary)

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 15-P-41
"PROFESSIONAL SERVICES FOR REHABILITATION OF PVWC'S HYDROELECTRIC GENERATORS"

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT E

RESOLUTION: 16-10
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION:JANUARY 20, 2016

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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, on January 5, 2016 notwithstanding solicitation of bids to numerous potential bidders, only one (1) bid was received by PVWC for Contract No. 16-B-1 "Sulfuric Acid"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing, (and Counsel as to form and legality) and a memorandum dated January 7, 2016 from the Director of Engineering, and a memorandum dated January 6, 2016 from the Director of Purchasing (along with other relevant correspondence), are attached hereto and made a part hereof; and

WHEREAS, the Local Public Contracts Law provides for the awarding of said contract upon receipt of bid and qualification of bidder therefor; and

WHEREAS, the responsible bid submitted for this contract was that of Univar USA, Inc. of Middletown, Pennsylvania (the "Awardee") with respect to said bid, based on the estimated quantity of 750,000 gallons, in the amount of $997,500.00; 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. 16-B-1 "Sulfuric Acid"; in the total amount of $997,500.00 in connection with the above described goods and services is hereby awarded to the Awardee.

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 16-B-1 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	___	___	___	X
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	___	___	___	X
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM

Date: January 7, 2016

To: Hon. Commissioners

From: J. Bella & J. Duprey

cc: G. Hanley
L. Amodio
L. Beckering

Re: Contract 16-B-1 "Sulfuric Acid"
One Bid Received January 5, 2016

Notwithstanding solicitation of bids to potential bidders, the Law Department has requested that an explanation be provided regarding why only one bid was received by PVWC for the above-referenced contract.

The advertisement for this Contract and the posting of the said notice on PVWC's website were properly accomplished for the bidding process.

The goods and services specified in the bid documents are not proprietary and in cases where specific products and/or methods are named in the bid documents, the specifications clearly state "or equal" products will be considered if offered by the Contractor.

When the contract for sulfuric acid was previously bid under Contract 11-B-43, and notwithstanding solicitation of bids to potential bidders, only one bid was received on November 15, 2011, which bid was rejected and the Contract rebid. Again, and notwithstanding solicitation of bids to potential bidders, only one bid was received on January 24, 2012 for Contract 11-B-43 (Re-Bid), which bid was awarded to Univar USA.

When the sulfuric acid contract came due for bidding again, under Contract 14-B-2 (and again notwithstanding solicitation of bids to potential bidders), only one bid was received on January 14, 2014, which bid was awarded to Univar USA.

When the sulfuric acid contract came due for bidding again, notwithstanding solicitation of bids to potential bidders, on January 5, 2016 one bid was received for Contract 16-B-1 "Sulfuric Acid" which bid is $15,000 (approximately 1.5%) lower than that of the current active contract with the same vendor for the same stipulated quantity of product.

The bid environment is subject to many factors, many of which are not subject to the direct knowledge or control of PVWC. These highly specialized services are provided by a relatively limited number of vendors, thereby limiting the number of bidders both qualified and capable of performing the required Work and willing to satisfy PVWC's public entity bidding requirements.

Subject to review and approval by the Law Department, it is recommended that the above-referenced Contract be awarded to the responsible responsive bidder.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: January 6, 2016

FROM: Purchasing Department

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

RE: **Contract # 16-B-1 – Sulfuric Acid**

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

One bid was received, that of **Univar, USA, Inc.**, of Middletown, Pennsylvania, in the amount of **$997,500.00**.

Respectfully submitted,

L. Beckering

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: **16-B-1 - Univar, USA, Inc.**

Amount of Project or Contract: $ 997,500.00

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

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

Other comments: Two (2) Year Contract Commencing: January 2016
Sulfuric Acid

Date of Certification: 01/05/2016 Certified: $ 997,500.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

Contract # 16-B-1
Sulfuric Acid

Bids Reeived: January 5, 2016

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Univar USA, Inc. 17 Demarest Drive Wayne, New Jersey 07470 mcalvitti@salomone.com	_____ Certified Check _____ Cashier's Check 10% Bid Bond Not to Exceed $20,000.00	$1.33/Gallon $997,500.00	X Business Registration Cert. X PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
Main Pool & Chemical Company 110 Commerce Road Dupont, Pennsylvania 18641 donna@mainpoolchemical.com	_____ Certified Check Cashier's Check Bid Bond Not to Exceed		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.
	_____ Certified Check _____ Cashier's Check _____ Bid Bond Not to Exceed $		_____ Business Registration Cert. _____ PVWC Consent of Surety _____ Other Consent of Surety _____ Public Works Cont. Cert.

RESOLUTION: 16-12
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR PROJECT 15-P-56 ENTITLED "PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS"

PROFESSIONAL SERVICES FOR ADDITIONAL PROJECT MODIFICATIONS (CONTRACT AMENDMENT NO. 1)

DATE OF ADOPTION: JANUARY 20, 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: **KOLODZIEJ**

Seconded by Commissioner: **VANNOY**

WHEREAS, Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (the "Project") was awarded to JGSC Group, Inc. ("JGSC Group") of Merchantville, New Jersey at PVWC's Commission Meeting dated June 17, 2015 (Resolution 15-79) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed $140,000.00; and

WHEREAS, the original scope of the project has now been completed by JGSC Group; and

WHEREAS, PVWC desires further assistance to distribute the summary report and results of the recently completed on-line survey to public officials and to PVWC's customers, which additional professional services were not included in JGSC's original proposal; and

WHEREAS, at PVWC's December 16, 2015 Commission Meeting, JGSC Group was authorized to commence the said additional professional services as described above, and as memorialized herein; and

WHEREAS, at PVWC's request, JGSC Group has submitted a proposal dated December 15, 2015, (the "Proposal") to modify the Project to include the additional professional services related to the

above, and a copy of the Proposal is attached hereto and hereby made a part hereof (as an attachment to Exhibit B referenced below); and

WHEREAS, the Director of Engineering has reviewed JGSC's Proposal for the additional Work as set forth hereinabove and finds that the said additional professional services are reasonable, considering the nature and scope of additional Work involved, and has recommended that the said modifications to the Project, and additional costs related thereto, be approved; and

WHEREAS, a copy of the Director of Engineering's memorandum dated December 15, 2015 recommending approval of the said changes to the Project is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, the previously approved not-to-exceed total price of $140,000.00 is hereby increased by the additional negotiated amount of $45,000.00 for Amendment No. 1 as set forth herein, for a revised not-to-exceed total price of $185,000.00 for the Project; and

WHEREAS, the said modifications will be incorporated into Contract Amendment No. 1 to Agreement for the Project, the form of which (along with the Proposal) is attached hereto and made a part hereof as Exhibit B; and

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

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

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

1. That PVWC hereby approves and awards Contract Amendment No. 1 to Agreement for the Project with modifications to the scope of Work for the Project as set forth in JGSC's Proposal dated December 15, 2015, which modifications result in an increase of $45,000.00, thereby increasing the total previously approved not-to-exceed amount for Project 15-P-56 from $140,000.00 to $185,000.00; all as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into Contract Amendment No. 1 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
LEVINE, J.	___	___	___	X
VANNOY, R.	X	___	___	___
CLEAVES, C.	___	___	___	X
KOLODZIEJ, G.	X	___	___	___
BAZIAN M.	___	___	___	X
FRIEND, G.	X	___	___	___
SANCHEZ, R.	X	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

Secretary
CHRYSTAL CLEAVES

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 January 20, 2016.

LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR PROJECT 15-P-56 ENTITLED "PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS"

PROFESSIONAL SERVICES FOR ADDITIONAL PROJECT MODIFICATIONS (CONTRACT AMENDMENT NO. 1)

PVWC DIRECTOR OF ENGINEERING'S MEMORANDUM DATED DECEMBER 15, 2015

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM

Date: December 15, 2015

To: Hon. Commissioners

From: J. Duprey

cc: J. Bella
G. Hanley
L. Amodio
L. Beckering

Re: Modifications to Professional Services for Project 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements-Professional Services for Additional Project Modifications (Contract Amendment No. 1)

Summary

It is recommended that, under Project 12-P-56, JGSC Group, Inc. ("JGSC Group") of Merchantville, New Jersey be awarded an increase of $45,000.00 (increasing the total previously approved not-to-exceed amount for Project 15-P-56 from $140,000.00 to $185,000.00) to provide PVWC with additional professional services related to the Project as set forth in the attached copy of JGSC's proposal dated December 15, 2015.

These recommended modifications under this proposed Contract Amendment No. 1 to Agreement for the Project are set forth in more detail below.

Background

Project No. 15-P-56 "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (the "Project") was awarded to JGSC Group at PVWC's Commission Meeting dated June 17, 2015 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed $140,000.00.

The original scope of the project has now been completed by JGSC Group. PVWC desires further assistance to distribute the summary report and results of the recently completed on-line survey to public officials and to PVWC's customers, which additional professional services were not included in JGSC's original proposal.

At PVWC's December 16, 2015 Commission Meeting, JGSC Group was authorized to commence the said additional professional services as described above. At PVWC's request, JGSC Group has submitted a proposal dated December 15, 2015, (the "Proposal") to modify the Project to include the additional professional services related to the above, and a copy of the Proposal is attached hereto.

JGSC's Proposal for the additional Work as set forth hereinabove has been reviewed and is reasonable, considering the nature and scope of additional Work involved.

It is recommended that, under Project 15-P-56, JGSC be awarded a negotiated increase of $45,000.00 thereby increasing the total previously approved not-to-exceed amount for Project 15-P-56 to provide PVWC with additional professional services related to the Project under Contract Amendment No. 1 as set forth in the attached copy of JGSC's proposal dated December 15, 2015.

Subject to review and approval as to form and legality by the Law Department, the said changes will be incorporated into an Amendment to Agreement for the Project, the form of which is included in Exhibit B.

PASSAIC VALLEY WATER COMMISSION

CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR PROJECT 15-P-56 ENTITLED "PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS"

PROFESSIONAL SERVICES FOR ADDITIONAL PROJECT MODIFICATIONS (CONTRACT AMENDMENT NO. 1)

FORM OF AMENDMENT TO AGREEMENT AND JGSC'S PROPOSAL DATED DECEMBER 15, 2015

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION
AMENDMENT NO. 1 TO AGREEMENT
FOR PROFESSIONAL SERVICES
(PROJECT 15-P-56)

THIS AMENDMENT TO AGREEMENT (hereinafter "Amendment") made as of _____, 20__ between Passaic Valley Water Commission ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and JGSC Group, a professional firm (hereinafter "Professional") having a place of business at 16 N. Centre Street, Merchantville, New Jersey 08109.

WHEREAS, the Amendment hereby modifies the previously signed and executed agreement (the "Agreement") with PVWC and Professional who was awarded Project 15-P-56 entitled "Professional Services for Public Outreach and Participation for the Levine Water Storage Improvements" (hereinafter the "Project"); and

WHEREAS, at PVWC's request, Professional has submitted a proposal dated December 15, 2015 (the "Proposal") which Proposal hereby modifies the Agreement to include the additional professional services as set forth in the Proposal, and a copy of the Proposal, including a breakdown of the scope and additional costs related thereto, is attached hereto and made a part hereof as Attachment A; and

WHEREAS, the previously approved not-to-exceed total amount of $140,000.00 for the Project is hereby increased by the additional amount of $45,000.00 for Contract Amendment No. 1 as set forth herein, for a revised negotiated not-to-exceed total amount of $185,000.00; and

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

JGSC GROUP, INC.

Witness or Attest

By: _____
Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR PROJECT 15-P-56 ENTITLED "PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS"

PROFESSIONAL SERVICES FOR ADDITIONAL PROJECT MODIFICATIONS (CONTRACT AMENDMENT NO. 1)

JGSC'S PROPOSAL DATED DECEMBER 15, 2015

ATTACHMENT A

PASSAIC VALLEY WATER COMMISSION

CHANGES IN SCOPE OF PROFESSIONAL SERVICES FOR PROJECT 15-P-56 ENTITLED "PROFESSIONAL SERVICES FOR PUBLIC OUTREACH AND PARTICIPATION FOR THE LEVINE WATER STORAGE IMPROVEMENTS"

PROFESSIONAL SERVICES FOR ADDITIONAL PROJECT MODIFICATIONS (CONTRACT AMENDMENT NO. 1)

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Services for Project # 15-P-56 – Professional Services for Public Outreach & Participation for the Levine Water Storage Improvements. (**JGSC Group, LLC**).

Amount of Project or Contract not to exceed: **$185,000**

1. Acct #: 001-0901-419.95-24 **BUDGET 2015**

Other Comments: **Professional Services**

Date of Certification: December 17, 2015

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

RESOLUTION #16-2
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: January 20, 2016

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

Introduced by Commissioner; **KOLODZIEJ**

Seconded by Commissioner; **VANNOY**.

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)

January 20, 2016
(Date)

Governing Body Member:	Aye	Nay	Recorded Vote Abstain	Absent
Levine, Jeffrey				
Vannoy, Robert				
Cleaves, Chrystal				
Kolodziej, Gloria				
Bazian, Menachem				
Friend, Gerald				
Sanchez, Rigo				