



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-29

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 10, 2021

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: CARMEN DEPADUA offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the public body is of the opinion that such circumstances presently exist:

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

1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting following or as soon thereafter as the reason for discussion no Longer exists.
3. This Resolution shall take effect immediately.

Second by COMMISSIONER: RIGO SANCHEZ Time: 10:43 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of March 10, 2021.

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

LOUIS AMODIO
Administrative Secretary

**RESOLUTION: 21-30
PASSAIC VALLEY WATER COMMISSION**

**Resolution Authorizing a Shared Services Agreement with the
Borough of North Arlington for Fire Hydrant Testing and
Inspection Services of the Water Distribution System
MARCH 10, 2021**

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

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

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

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

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

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

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

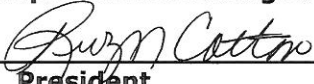
NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

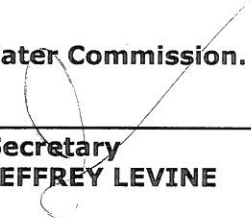
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

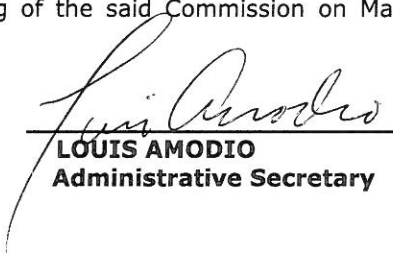


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM OF SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF NORTH ARLINGTON FOR
FIRE HYDRANT TESTING AND INSPECTION SERVICES
OF THE WATER DISTRIBUTION SYSTEM**

EXHIBIT A

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

THIS SHARED SERVICES AGREEMENT (herein called the "Agreement") is made as of this ____ day of _____, 20__ by and between Passaic Valley Water Commission, a public body of the State of New Jersey, corporate and politic created pursuant to N.J.S.A. 40:62-108 to 40:62-150.2 and having its principal office located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as "Commission", and the Borough of North Arlington with its principal offices located at 214 Ridge Road, North Arlington 07031 which Borough is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "Borough" (Commission and Borough are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

SECTION 101 Definitions

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

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

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

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

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

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

- a) an act of God, lightning, earthquake, hurricane, war, blockade, insurrection, riot or civil disturbance, acts of any public enemy, act of terrorism, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, arrests, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or

- b) a landslide, fire, accident, strike or labor dispute, curtailment of supply or unavailability of construction materials, replacement equipment or fuel, disruption of transportation activities, failure of, or accidents to, machinery, pipelines, dams or canals, partial or entire failure of water supply, explosion, flood or nuclear radiation not created by an act or omission of either Party; or
- c) a change in law or any curtailment, law, rule, order, regulation or restriction imposed or enacted or interpreted by governmental body after the Effective Date of the Agreement ("Change in Law"); or
- d) an order, judgment, action and/or determination of any federal, state or local court, administrative agency, or governmental body with appropriate jurisdiction, impeding the construction, operation or maintenance of the system, provided, however, that the contesting of any such order, judgment, action and/or determination, in good faith, shall not constitute or be construed as an action or inaction within the control of such Party.
- e) Notwithstanding anything contained in this definition or elsewhere, the Commission's obligation to tender timely payments to the Borough and the Borough's obligation to perform shall be unconditional and absolute, except in those circumstances where this Agreement has been terminated in accordance with Article VIII.
- f) A Party's inability to perform due solely to financial circumstances unrelated to any of the foregoing shall in no case constitute an "Event of Force Majeure".

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

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

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

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

"Water System" (Also referred to herein as "System") shall mean the Commission's interest in all the personality, equipment, vehicles,

stock, tools, materials and consumables, as well as all of the real estate, easements, buildings, structures and appurtenances and interest therein owned, leased or otherwise held by the Commission in connection with the supply, transmission and/or distribution of water to users of the Water System located in the geographical boundaries of the Borough.

SECTION 102 Miscellaneous

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

ARTICLE II SCOPE OF SERVICES

SECTION 201 Services

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

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

Fire hydrant inspection and testing procedures shall be as follows:

- a) All Borough personnel who will be performing hydrant testing and inspection services shall attend training which will be provided by Commission personnel.
- b) Forms entitled "Hydrant Testing and Inspection Report" with instructions will be furnished by the Commission to the Borough (see Attachment A for a copy of the referenced form).
- c) The Borough shall designate qualified and competent Borough personnel who shall perform the following tests and inspections of each hydrant twice per year (once during each inspection cycle as defined hereinabove in this Section 201):
 - 1) Fill out date, hydrant number, and location of hydrant on hydrant testing and inspection report.
 - 2) Remove any foliage and/or weeds that impede access to the hydrant.
 - 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed.
 - 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.
 - 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
 - 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
 - 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
 - 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
 - 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.

- 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
 - 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.
 - 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report.
- d) Completed hydrant testing and inspection reports shall be forwarded to the Commission's customer service department via facsimile (973-340-4337) or e-mail (hydrantrepair@pvwc.com).
 - e) The Borough, and its employees, servants, agents, or other representatives, do not have authority to permit hydrant use by any private contractor or person. Private contractors or persons requesting to use hydrants shall submit such request in writing to the Commission beforehand. The Commission will then review and, as applicable, will either deny the request, or will issue an authorization letter to the requesting private contractor or person. Approved backflow prevention devices shall be installed by the authorized private contractor or person prior to any hydrant use by same.
 - f) The Borough, and its employees, servants, agents, or other representatives, shall not flow hydrants. Flow information is available by contacting the Commission at (973-340-4300).
 - g) During normal business hours, questions can be directed to Mr. Andy Bisesi, or his successor Supervisor-Water of the Commission's Distribution Department, at 973-340-4361.
 - h) The Borough shall provide services of Borough's designated supervisory personnel who shall conduct periodic field verifications as required to ensure that the Borough is properly performing and documenting hydrant testing and inspections.

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

SECTION 202 Reports

The Borough shall generate hydrant testing and inspection reports (also referred to herein as "service reports") in full detail using the applicable form attached hereto and made a part hereof as Attachment A. The Borough shall furnish the Commission with copies of all such hydrant testing and inspection reports, (for the March and

April inspection cycle) as of each May 1, and (for the September and October inspection cycle), as of each November 1.

SECTION 203 Customer Inquiry Services

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

ARTICLE III

COMMENCEMENT OF SERVICES AND TERM OF AGREEMENT

SECTION 301 Commencement of Services

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

SECTION 302 Term of Agreement

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

ARTICLE IV

RESPONSIBILITIES OF THE BOROUGH AND COMPENSATION

SECTION 401 Borough Responsibilities

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

SECTION 402 Payments to the Borough

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

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

North Arlington:

\$37,800 per year⁽¹⁾ which equates to \$18,900 per inspection cycle⁽¹⁾

Note (1): These amounts are based on 378 hydrants in North Arlington, and \$100 per hydrant per year (\$50 per hydrant per inspection cycle) for labor, administrative costs, overhead, use of vehicles, miscellaneous expendables, and follow-up testing and inspections by Borough's supervisory personnel. The above unit

pricing is the same as that currently offered to the Commission's Owner Cities of Paterson, Clifton, and Passaic. The total amounts per year (and per inspection cycle) listed above shall be adjusted based on the actual number of hydrant tests and inspections with the corresponding testing and inspection reports properly completed, signed and submitted by the Borough to the Commission, except that the said total amounts per year (and per inspection cycle) will not be increased for more than one inspection per hydrant per inspection cycle per year, except as otherwise may be agreed to and approved in writing by the Commission beforehand.

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

ARTICLE V

AFFIRMATIVE ACTION REQUIREMENTS

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

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

1. 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.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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

10. 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.

SECTION 502 Incorporation of Legal Requirements

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

ARTICLE VI INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

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

SECTION 602 Automobile Liability Insurance

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

Parties' policies. The Parties may provide for the coverage required in this Section through commercially available or through self-insurance or joint insurance pools.

SECTION 603 Workers Compensation Insurance

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

SECTION 604 Right to Subrogation

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

ARTICLE VII

DEFAULT AND REMEDIES

SECTION 701 Default by Any Party

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

SECTION 702 Obligation to Perform

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

SECTION 703 Non-Waiver

1. The failure of either Party to this Agreement, at any time, to enforce its rights hereunder shall in no manner affect its, or their, rights at a later time to enforce same. No waiver by any Party, or Parties, of any condition, or breach of any provision, term, covenant or representation contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the

breach of any other provision, term, covenant or representation of this Agreement.

2. Any payment made by the Commission to the Borough under the terms of this Agreement shall not be deemed a waiver of the Commission's rights to seek damages, in the event of a default by the Borough with respect to the Services performed pursuant to this Agreement.

ARTICLE VIII

TERMINATION

SECTION 801 Termination

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

ARTICLE IX

EVENT OF FORCE MAJEURE

SECTION 901 Event of Force Majeure

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

ARTICLE X

INDEMNIFICATION

SECTION 1001 Indemnification

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

ARTICLE XI ASSIGNMENT AND DELEGATION

SECTION 1101 Assignment and Delegation

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

ARTICLE XII MISCELLANEOUS

SECTION 1201 Governing Law

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

SECTION 1202 Arbitration

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

preliminary injunctive relief pending a final award in any arbitration proceeding.

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

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

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

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

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

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

ATTEST:

[Seal]

BOROUGH OF NORTH ARLINGTON

By: _____

STEPHEN LO LACONO
Borough Administrator

By: _____

DANIEL H. PRONTI
Mayor

ATTEST:

[Seal]

PASSAIC VALLEY WATER COMMISSION

By: _____

LOUIS AMODIO
Administrative Secretary

By: _____

RUBY N. COTTON
President

STATE OF NEW JERSEY:

SS:

COUNTY OF PASSAIC :

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

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

Notary Public

Secretary

STATE OF NEW JERSEY:

SS:

COUNTY OF BERGEN :

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

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

Notary Public

Secretary

PASSAIC VALLEY WATER COMMISSION

**FORM TO BE USED BY THE BOROUGH OF NORTH ARLINGTON
FOR HYDRANT TESTING AND INSPECTION REPORTS**

ATTACHMENT A



North Arlington Hydrant Testing & Inspection Report

Date _____ Hydrant# _____
Condition _____ Hydrant Type _____
Location _____

Is the condition of the paint satisfactory? _____ Yes _____ No
Color of body paint? _____ Red _____ Yellow
Color of cap paint? _____ Red _____ Yellow
Were the weeds removed? _____ Yes _____ No
Does the hydrant lock? _____ Yes _____ No
On arrival was water in the barrel? _____ Yes _____ No
Does the hydrant drain? _____ Yes _____ No
Does it drain slowly? _____ Yes _____ No
Quick-Disconnect Type Adapter? _____ Yes _____ No
Pressure Test Complete? _____ Yes _____ No
Static Pressure _____ PSI
Are all caps cleaned and greased? _____ Yes _____ No

Comments:

Print Name: _____

Platoon: _____

Signature _____

PVWC USE

PVWC Remarks:

Work Order # _____

Completion Date _____

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION: 21-31
THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT
18-P-21 (REVISED) "GOVERNMENT
RELATIONS AND PUBLIC AFFAIRS"**

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project") was awarded to Gibbons, PC ("Gibbons") (the "Awardee") of Trenton, New Jersey at PVWC's Commission Meeting of April 18, 2018 with reimbursement on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses for the duration of the Project, all as set forth in the previously approved agreement for the Project (the Agreement"); and

WHEREAS, the previously approved agreement was duplicated on the same basis and made available under two separate one-year extensions to the Project the first which was approved at PVWC's Commission Meeting of April 17, 2019 (PVWC Resolution 19-23) and the second which was approved at PVWC's Commission meeting of April 8, 2020 (PVWC Resolution 20-43); and

WHEREAS, Gibbons has, and continues to, provide professional services related to the Project consistently, reliably, effectively and efficiently, and continuation of these services is necessary for Gibbons to continue assisting PVWC in these ongoing efforts related to government relations and public affairs; and

WHEREAS, in response to PVWC's request, Gibbons has submitted a Proposal dated March 1, 2021 (the "Proposal"), to continue providing professional services related to the above, for an additional one-year extended period, and a copy of the Proposal is attached hereto

and made a part hereof as an attachment to the Third Amendment to the Agreement included in Exhibit B referenced below; and

WHEREAS, the previously approved reimbursement (which was on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of the Project) is hereby duplicated on the same basis and made available under this one-year additional extension to the Project; and

WHEREAS, the Project is hereby extended for a one-year period, and the previously approved provisions for reimbursement on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, are hereby duplicated and made available under this one-year extension to the Project; and

WHEREAS, the Executive Director and the Director of Engineering have reviewed Gibbons' Proposal for continuing the professional services as set forth hereinabove and find it to be reasonable, considering the nature and scope of said additional professional services involved, and have recommended that the said services, and additional costs related thereto, be approved, and a copy of the Executive Director and the Director of Engineering's memorandum dated March 1, 2021 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the said modifications will be incorporated into an Third Amendment to the Agreement for the Project (the "Third Amendment to the Agreement"), a form of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the General Counsel has reviewed the Third Amendment to the Agreement, and the above-referenced PVWC memorandum (as to form and legality), and concurs with the Executive Director and the Director of Engineering's recommendations; 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;

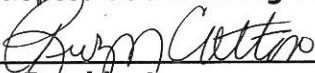
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

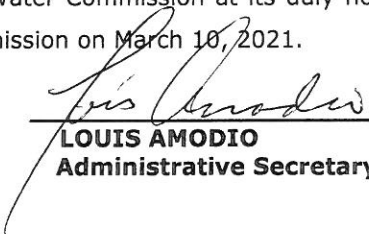


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT
18-P-21 (REVISED) "GOVERNMENT
RELATIONS AND PUBLIC AFFAIRS"**

**PVWC'S EXECUTIVE DIRECTOR'S AND DIRECTOR
OF ENGINEERING'S MEMORANDUM DATED
MARCH 1, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: March 1, 2021

To: Hon. Commissioners

From: J. Bella & Duprey

C: G. Hanley
L. Amodio
G. Lucianin

Re: Request for the Commission to Authorize and Approve a Third Amendment to the Agreement for Project 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project")

Summary

It is recommended that the Third Amendment to the Agreement for the above-referenced Project be approved. This Third Amendment would enable Gibbons, PC ("Gibbons") of Trenton, New Jersey to continue providing necessary professional services related to the Project, under the same provisions for reimbursement, for an additional one-year period; all as set forth below.

Background

Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (the "Project") was awarded to Gibbons, PC ("Gibbons") (the "Awardee") of Trenton, New Jersey at PVWC's Commission Meeting of April 18, 2018 with provisions for reimbursement to be on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses for the duration of the Project, all as set forth in the previously approved agreement for the Project (the Agreement").

The previously approved reimbursement (which was on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of the Project) was duplicated on the same basis and made available under two separate one-year extensions to the Project, the first which was approved at PVWC's Commission Meeting of April 17, 2019 (PVWC Resolution 19-23) and the second which was approved at PVWC's April 8, 2020 Commission Meeting (PVWC Resolution 20-P-43).

Gibbons has, and continues to, provide professional services related to the Project consistently, reliably, effectively and efficiently, and continuation of these services is necessary for Gibbons to continue assisting PVWC in these ongoing efforts related to government relations and public affairs.

In response to PVWC's request, Gibbons has submitted a Proposal dated March 1, 2021 (the "Proposal"), to continue providing professional services related to the above, for an additional one-year extended period, and a copy of the Proposal is attached hereto and made a part hereof as an attachment to the Third Amendment to the Agreement included in Exhibit B referenced below.

The previously approved reimbursement (which was on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, for the duration of the Project) is hereby duplicated on the same basis and made available under this one-year additional extension to the Project.

Gibbons' Proposal for continuing the professional services as set forth hereinabove has been reviewed and found to be reasonable, considering the nature and scope of said additional professional services involved, and it is recommended that the said services, and additional costs related thereto, be approved.

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

PASSAIC VALLEY WATER COMMISSION
THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT
18-P-21 (REVISED) "GOVERNMENT
RELATIONS AND PUBLIC AFFAIRS"

THE THIRD AMENDMENT TO THE AGREEMENT
AND GIBBONS' PROPOSAL
DATED MARCH 1, 2021

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES FOR PROJECT 18-P-21 (Revised)**

THIS THIRD AMENDMENT TO AGREEMENT FOR ADDITIONAL PROFESSIONAL SERVICES (the "THIRD 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 Gibbons, PC, a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 50 West State Street, Suite 1104, Trenton, New Jersey 08608.

WHEREAS, this THIRD AMENDMENT hereby modifies the previously signed and executed agreement and the previously approved Amendment to the Agreement (the "AGREEMENT") with PVWC and PROFESSIONAL that was awarded Project No. 18-P-21 (Revised) entitled "Government Relations and Public Affairs" (hereinafter the "PROJECT"); and

WHEREAS, at PVWC's request, PROFESSIONAL submitted a proposal dated March 1, 2021 (the "PROPOSAL") which PROPOSAL hereby modifies the AGREEMENT to include the continuation of professional services as set forth in the PROPOSAL and the previously approved amendments to the PROJECT, 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 PROJECT is hereby extended for an additional one-year period, and the previously approved provisions for reimbursement, on a flat monthly basis in the lump sum amount of \$7,500.00 per month, plus reimbursable expenses, are hereby duplicated and made available under this additional one-year extension to the Project.

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

GIBBONS, PC

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY N. COTTON
President

PASSAIC VALLEY WATER COMMISSION

**THIRD AMENDMENT TO THE AGREEMENT FOR PROJECT
18-P-21 (REVISED) "GOVERNMENT
RELATIONS AND PUBLIC AFFAIRS"**

PROFESSIONAL'S PROPOSAL DATED MARCH 1, 2021

ATTACHMENT A



DAVID J. PASCARELL
Director

Gibbons P.C.
50 West State Street, Suite 1104
Trenton, New Jersey 08608
Direct: (609) 858-2441 Fax: (973) 639-6363
DPascarell@gibbonslaw.com

March 1, 2021

Via Electronic Mail Only

Mr. Joseph Bella
Executive Director
Passaic Valley Water Commission
1525 Main Avenue, P.O. Box 230
Clifton, NJ 07011

Re: Project No. 18-P-21 - Extension of Term to Provide Government and Public Affairs Contract

Dear Mr. Bella:

This letter acknowledges that the Passaic Valley Water Commission and Gibbons P.C. have agreed to extend the term of Gibbons' engagement for twelve (12) additional months. This extension will be in accordance with and under the same terms and conditions as those set forth in Gibbons' current engagement with the PVWC.

If our continued representation of the PVWC on the terms described above is acceptable, please execute a copy of this letter in the space provided below and return a fully executed copy to me.

GIBBONS P.C.

March 1, 2021
Page 2

We greatly appreciate the PVWC extending our agreement and we look forward to continuing to work with you on your New Jersey government and public affairs matters.

Sincerely yours,
Gibbons P.C.



By: _____
David J. Pascrell

I have read, understand and agree to be bound
by the terms and conditions set forth herein

Passaic Valley Water Commission

By: _____

Name:

Title:

Enclosure

Cc: Louis Amodio, Administrative Secretary, PVWC
James Duprey, Chief Engineer, PVWC



MEMORANDUM

PRIVILEGED AND CONFIDENTIAL

TO: Passaic Valley Water Commission

FROM: David Pascrell, Esq.
Michael DeLoreto, Esq.

RE: Work Performed and Activities for Upcoming Term

DATE: March 2, 2021

This memorandum briefly outlines the work performed by Gibbons P.C. on behalf of the Passaic Valley Water Commission ("PVWC" or the "Commission") between January 1, 2020 and February 28, 2021, and the identified activities for the upcoming term.

I. Work Performed and Accomplishments

- Enactment of Senate Bill 4110 Inclusive of Requested PVWC Amendments
 - The PVWC tasked Gibbons with tracking legislation regarding lead line replacement in the State.
 - Gibbons identified Senate Bill 4110, which permitted a municipal government to enact an ordinance granting a public or private water system access to private property for replacing lead service lines.
 - At the request of the PVWC, Gibbons drafted proposed amendments to enhance the constitutionality of the proposal and address practical issues with enforcement, and presented these amendments to the Senate sponsor.
 - All amendments were accepted by the sponsor and the legislation gained broad support in the State Senate and General Assembly. After passing both houses, Governor Murphy signed the bill into law which included the PVWC's recommended text.
 - Per the request of the PVWC's leadership, Gibbons drafted a model ordinance for use by the municipal governments within the PVWC service territory to grant the PVWC the necessary access to replace lead service lines.
- New Jersey Infrastructure Bank (NJIB) Funding for Lead Line Replacement
 - At the request of the PVWC and working with the Chief Engineer and Principal Engineer, Gibbons assisted the PVWC with submission of its application to the NJIB for lead line replacement funding.
 - Gibbons reviewed the Drinking Water State Revolving Fund / Clean Water State Revolving Fund – Intended Use Plan (DWSRF/CWSRF-IUP) and provided an analysis of potential benefits.
 - At the request of the PVWC, Gibbons facilitated a discussion with NJDEP and NJIB staff to discuss the pending application and timeline to maximize principal forgiveness.

- Levine Reservoir
 - The PVWC requested assistance from Gibbons to expedite the replacement of the Reservoir and obtain all final approvals to begin construction.
 - These actions, including outreach to the state legislative delegation and Senator Cory Booker, resulted in the USEPA issuing a final memorandum of agreement (MOA) to all the parties.
 - The MOA contained several problematic provisions which could have created an “infinite loop” review process that would have delayed construction in perpetuity.
 - The PVWC requested that Gibbons engage in discussions with the NJDEP which resulted in an agreed-upon interpretation of the MOA that would allow for construction of the project to begin immediately.
 - Confirming correspondence was transmitted to the USEPA regarding the agreed interpretation, which the USEPA further confirmed in writing with notice to all the other parties.
 - This favorable outcome prevented the need for litigation and allowed the PVWC to proceed with this critical project.
- Bill and Regulation Monitoring
 - Gibbons monitored all bill introductions, relevant legislative committee hearings, and the NJ Register for any legislative or regulatory issues that may be of interest to the PVWC.
 - Currently, Gibbons is monitoring 95 bills for the PVWC (a list is attached).
 - Gibbons has advised the PVWC on various bills and provided updates and analysis on legislation relating to:
 - COVID-19 response;
 - Water connection fees;
 - Lead service line remediation;
 - Revisions to the “Water Quality Accountability Act”;
 - New Jersey Infrastructure Bank funding; and
 - Water testing and loss audits.

II. Activities Identified for Upcoming Term

- Gibbons and PVWC will continue to have monthly conference calls with PVWC senior Administrators to coordinate activities.
- Gibbons will focus specifically on funding issues at the State and federal level for water infrastructure.
- Gibbons will coordinate interactions with the NJDEP and NJIB regarding lead line replacement, as requested by the PVWC.
- At the direction of the PVWC, Gibbons will focus on issues at the NJDWSC specifically related to representation and water quality.

- Gibbons will organize meetings with state legislators and high-ranking local officials to promote the PVWC as requested. Gibbons is also prepared to coordinate with the PVWC's designated public relations firm regarding messaging and local/state outreach.
- Gibbons will continue its bill and regulation monitoring and advise the PVWC, as appropriate, and take positions on legislation as directed.
- Gibbons will complete other tasks as assigned by the PVWC that fall within the scope of services to be provided.

Passaic Valley Water Commission (PVWC)
Tracked Legislation – 219th Legislature

Bill: S2498
Sponsors: Greenstein (D14); Codey (D27); Moen (D5); Carter (D22); Lopez (D19) +32
Summary: Authorizes NJ Infrastructure Bank to expend certain sums to make loans for environmental infrastructure projects for FY2021.
Progress: Pamphlet Law
Status: 07/01/2020 – Bill or Resolution Signed by the Governor
History: 05/28/2020 – Introduced and referred to Senate Environment and Energy Committee.
06/04/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Passed in Senate 40-0. Received in Assembly and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted for A-4298. Passed in Assembly and sent to Governor 73-0-0.
07/01/2020 – Signed by the Governor P.L.2020, c.48.

Bill: S2499
Sponsors: Smith (D17); Bateman (R16); Mejia (D32); McKnight (D31); McKeon (D27) +32
Summary: Appropriates funds to DEP for environmental infrastructure projects for FY2021.
Progress: Pamphlet Law
Status: 07/01/2020 – Bill or Resolution Signed by the Governor
History: 05/28/2020 – Introduced and referred to Senate Environment and Energy Committee.
06/04/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Passed in Senate 40-0. Received in Assembly and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted for A-4299. Passed in Assembly and sent to Governor 73-0-0.
07/01/2020 – Signed by the Governor P.L.2020, c.49.

Bill: A4126 Aca (1R)
Sponsors: Egan (D17); Pinkin (D18); Greenstein (D14); Cruz-Perez (D5) +4
Summary: Permits local units and authorities to waive interest and lien enforcement for certain delinquent water and sewer utility payments during emergency circumstances.
Progress: Pamphlet Law
Status: 06/19/2020 – Bill or Resolution Signed by the Governor
History: 05/04/2020 – Introduced and referred to Assembly Appropriations Committee.
05/11/2020 – Reported out of committee with committee amendments, 2nd reading in Assembly.
05/14/2020 – Passed in Assembly 80-0-0. Received in Senate and referred to Senate Community and Urban Affairs Committee.
06/11/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Substituted for S-2526. Passed in Senate and sent to Governor 40-0.

06/19/2020 – Signed by the Governor P.L.2020, c.39.

Bill: **S1370**
Sponsors: Sweeney (D3); Scutari (D22); Greenstein (D14); DeAngelo (D14); Egan (D17); Giblin (D34); Verrelli (D15) +11
Summary: Revises definition of "public works projects" to permit project labor agreements for more projects.
Progress: Governor
Status: 08/03/2020 – Received in the Senate
History: 02/10/2020 – Introduced and referred to Senate Labor Committee.
02/13/2020 – Reported out of committee, 2nd reading in Senate.
03/05/2020 – Passed in Senate 31-6. Received in Assembly and referred to Assembly Labor Committee.
06/15/2020 – Reported out of committee, 2nd reading in Assembly.
06/18/2020 – Substituted for A-2607. Passed in Assembly and sent to Governor 63-6-8.
08/03/2020 – Governor's conditional veto rcvd in Senate.

Bill: **A4671 ScaAa (2R)**
Sponsors: Schaer (D36); Swain (D38); Tully (D38); Ruiz (D29); Singleton (D7) +15
Summary: Requires public and local utilities to provide notice to residential customers of available relief measures during coronavirus disease 2019 pandemic.
Progress: 2nd House: Passed
Status: 03/01/2021 – Passed in the Assembly
History: 09/17/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.
10/19/2020 – Reported out of committee, 2nd reading in Assembly.
10/29/2020 – Passed in Assembly 72-0-0.
11/05/2020 – Received in Senate and referred to Senate Economic Growth Committee.
01/14/2021 – Reported out of committee with committee amendments, 2nd reading in Senate.
01/28/2021 – Substituted for S-3326 (1R). Passed in Senate 33-0.
01/29/2021 – Received in Assembly, 2nd reading in Assembly to concur with Senate amendments.
03/01/2021 – Assembly concurred by amendment 70-0-0 (Schaer).

Bill: **S968 AcaAa (2R)**
Sponsors: Singleton (D7); Lagana (D38) +2
Summary: Requires public water systems to provide notice of elevated lead levels in drinking water to customers and local officials; requires landlords to notify tenants of elevated lead levels.
Progress: 2nd House: 2nd Reading
Status: 03/01/2021 – 2nd reading in the Assembly
History: 01/27/2020 – Introduced and referred to Senate Community and Urban Affairs Committee. Reported out of committee, 2nd reading in Senate.
02/10/2020 – Passed in Senate 39-0.

02/13/2020 – Received in Assembly and referred to Assembly Environment and Solid Waste Committee.
02/22/2021 – Reported out of committee with committee amendments, 2nd reading in Assembly.
03/01/2021 – Amended on Assembly floor, 2nd reading in Assembly (Johnson).

Bill: SCR115
Sponsors: Bateman (R16); Pinkin (D18); Mukherji (D33); Spearman (D5) +1
Summary: Approves FY 2021 Financial Plan of NJ Infrastructure Bank.
Progress: 2nd House: 2nd Reading
Status: 06/29/2020 – Filed with the Secretary of State
History: 05/28/2020 – Introduced and referred to Senate Environment and Energy Committee.
06/04/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Passed in Senate 40-0. Received in Assembly and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted for ACR-183. Pa File 73-0-0. Filed with Secretary of State.

Bill: S321
Sponsors: Rice (D28); Turner (D15) +1
Summary: Requires certain residential developers to replace lead service lines.
Progress: 2nd House: Referred to Committee
Status: 01/12/2021 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.
10/08/2020 – Reported out of committee, 2nd reading in Senate.
01/11/2021 – Passed in Senate 31-1.
01/12/2021 – Received in Assembly and referred to Assembly Environment and Solid Waste Committee.

Bill: S647 ScsSaSaAca (SCS/3R)
Sponsors: Greenstein (D14); Singleton (D7) +2
Summary: Revises cybersecurity, asset management, and related reporting requirements in "Water Quality Accountability Act."
Progress: 2nd House: Referred to Committee
Status: 12/10/2020 – Assembly Appropriations Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.
01/27/2020 – Transferred to Senate Community and Urban Affairs Committee. Reported out of committee with committee substitute, 2nd reading in Senate. Referred to Senate Budget and Appropriations Committee.
02/13/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Amended on Senate floor, 2nd reading in Senate 26-0 (Greenstein).
07/30/2020 – Amended on Senate floor, 2nd reading in Senate 26-0 (Greenstein).
08/27/2020 – Passed in Senate 37-1.

09/14/2020 – Received in Assembly and referred to Assembly Environment and Solid Waste Committee.

11/19/2020 – Transferred to Assembly Special Committee on Infrastructure & Natural Resources.

12/10/2020 – Reported out of committee with committee amendments, referred to Assembly Appropriations Committee.

Bill: A2374 AcsAca (ACS/1R)

Sponsors: Mukherji (D33); Pinkin (D18)

Summary: Directs EDA to establish program for public or private financing of certain renewable energy, water, and storm resiliency projects through use by municipalities of voluntary special assessments for certain property owners.

Progress: 2nd House: Referred to Committee

Status: 08/03/2020 – Senate Environment and Energy Committee

History: 01/27/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

07/20/2020 – Reported out of committee with committee substitute, referred to Assembly Appropriations Committee.

07/27/2020 – Reported out of committee with committee amendments, 2nd reading in Assembly.

07/30/2020 – Passed in Assembly 68-6-0.

08/03/2020 – Received in Senate and referred to Senate Environment and Energy Committee.

Bill: A2863 AcaAa (2R)

Sponsors: Moen (D5); Swain (D38); Tully (D38) +2

Summary: Requires public water systems to provide notice of elevated lead levels in drinking water to customers and local officials; requires landlords to notify tenants of elevated lead levels.

Progress: 1st House: 2nd Reading

Status: 03/01/2021 – 2nd reading in the Assembly

History: 02/20/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

02/22/2021 – Reported out of committee with committee amendments, 2nd reading in Assembly.

03/01/2021 – Amended on Assembly floor, 2nd reading in Assembly (Johnson).

Bill: A5016 Aca (1R)

Sponsors: Verrelli (D15); McKnight (D31); Egan (D17) +5

Summary: Establishes Water Apprenticeship, Training, and Resources Pilot Program in DOLWD.

Progress: 1st House: 2nd Reading

Status: 02/24/2021 – 2nd reading in the Assembly

History: 11/19/2020 – Introduced and referred to Assembly Special Committee on Infrastructure & Natural Resources.

12/10/2020 – Reported out of committee, referred to Assembly Appropriations

Committee.

02/24/2021 – Reported out of committee with committee amendments, 2nd reading in Assembly.

Bill: S3258

Sponsors: Singleton (D7); Pou (D35)

Summary: Establishes Water Apprenticeship, Training, and Resources Pilot Program in DOLWD.

Progress: 1st House: 2nd Reading

Status: 02/11/2021 – Senate Budget and Appropriations Committee

History: 12/10/2020 – Introduced and referred to Senate Labor Committee.

02/11/2021 – Reported out of committee, 2nd reading in Senate. Referred to Senate Budget and Appropriations Committee.

Bill: S829 Sca (1R)

Sponsors: Lagana (D38); Singleton (D7) +2

Summary: Requires property condition disclosure statement to indicate presence of lead plumbing in residential property.

Progress: 1st House: 2nd Reading

Status: 02/09/2021 – 2nd reading in the Senate

History: 01/14/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.

02/09/2021 – Reported out of committee with committee amendments, 2nd reading in Senate.

Bill: S3326 Sca (1R)

Sponsors: Ruiz (D29); Singleton (D7) +2

Summary: Requires public and local utilities to provide notice to residential customers of available relief measures during coronavirus disease 2019 pandemic.

Progress: 1st House: 2nd Reading

Status: 01/28/2021 – Substituted by another bill

History: 01/07/2021 – Introduced and referred to Senate Economic Growth Committee.

01/14/2021 – Reported out of committee with committee amendments, 2nd reading in Senate.

01/28/2021 – Substituted by A-4671 (1R).

Bill: A3142 Aca (1R)

Sponsors: DeAngelo (D14); Wimberly (D35) +1

Summary: Revises certain licensure requirements to operate water supply and wastewater treatment systems.

Progress: 1st House: 2nd Reading

Status: 01/27/2021 – 2nd reading in the Assembly

History: 02/24/2020 – Introduced and referred to Assembly Regulated Professions Committee.

11/19/2020 – Transferred to Assembly Special Committee on Infrastructure & Natural Resources.

01/27/2021 – Reported out of committee with committee amendments, 2nd reading in Assembly.

Bill: A5018 Aca (1R)
Sponsors: Chaparro (D33); Reynolds-Jackson (D15); Danielsen (D17) +2
Summary: Requires DEP to prioritize funding for environmental infrastructure projects for applicants with established program to employ, at project or related facilities, local residents or residents of nearby urban aid qualifying municipalities.
Progress: 1st House: 2nd Reading
Status: 01/27/2021 – 2nd reading in the Assembly
History: 11/19/2020 – Introduced and referred to Assembly Special Committee on Infrastructure & Natural Resources.
01/27/2021 – Reported out of committee with committee amendments, 2nd reading in Assembly.

Bill: S830
Sponsors: Lagana (D38); Greenstein (D14) +1
Summary: Requires public water systems to offer drinking water tests to customers in certain circumstances.
Progress: 1st House: 2nd Reading
Status: 12/10/2020 – 2nd reading in the Senate
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.
12/10/2020 – Reported out of committee, 2nd reading in Senate.

Bill: S2325 Sca (1R)
Sponsors: Gopal (D11); Singleton (D7) +2
Summary: Prohibits utility service rate increases, penalties and discontinuances to residential customers during certain public health emergencies.
Progress: 1st House: 2nd Reading
Status: 11/16/2020 – 2nd reading in the Senate
History: 04/09/2020 – Introduced and referred to Senate Economic Growth Committee.
11/16/2020 – Reported out of committee with committee amendments, 2nd reading in Senate.

Bill: S648
Sponsors: Greenstein (D14)
Summary: Requires certain public officials to complete course of study developed by Commissioner of Community Affairs on operation of public water and wastewater systems.
Progress: 1st House: 2nd Reading
Status: 10/08/2020 – 2nd reading in the Senate
History: 01/14/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.
10/08/2020 – Reported out of committee, 2nd reading in Senate.

Bill: A2152 Aca (1R)
Sponsors: Mukherji (D33); Pintor Marin (D29); Holley (D20); Chiaravalloti (D31) +6
Summary: Authorizes DCA, DEP, DOT, and municipalities, to provide priority consideration to permit applications for green building projects.
Progress: 1st House: 2nd Reading
Status: 07/20/2020 – 2nd reading in the Assembly
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
07/20/2020 – Reported out of committee with committee amendments, 2nd reading in Assembly.

Bill: A4298
Sponsors: Moen (D5); Carter (D22); Lopez (D19) +29
Summary: Authorizes NJ Infrastructure Bank to expend certain sums to make loans for environmental infrastructure projects for FY2021.
Progress: 1st House: 2nd Reading
Status: 06/29/2020 – Substituted by another bill
History: 06/22/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted by S-2498.

Bill: A4299
Sponsors: Mejia (D32); McKnight (D31); McKeon (D27) +30
Summary: Appropriates funds to DEP for environmental infrastructure projects for FY2021.
Progress: 1st House: 2nd Reading
Status: 06/29/2020 – Substituted by another bill
History: 06/22/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted by S-2499.

Bill: ACR183
Sponsors: Pinkin (D18); Mukherji (D33); Spearman (D5) +1
Summary: Approves FY 2021 Financial Plan of NJ Infrastructure Bank.
Progress: 1st House: 2nd Reading
Status: 06/29/2020 – Substituted by another bill
History: 06/22/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
06/25/2020 – Transferred to Assembly Appropriations Committee. Reported out of committee, 2nd reading in Assembly.
06/29/2020 – Substituted by SCR-115.

Bill: A2607
Sponsors: DeAngelo (D14); Egan (D17); Giblin (D34); Verrelli (D15) +10
Summary: Revises definition of "public works projects" to permit project labor agreements for more projects.
Progress: 1st House: 2nd Reading
Status: 06/18/2020 – Substituted by another bill
History: 02/13/2020 – Introduced and referred to Assembly Labor Committee.
06/15/2020 – Reported out of committee, 2nd reading in Assembly.
06/18/2020 – Substituted by S-1370.

Bill: S2526
Sponsors: Greenstein (D14); Cruz-Perez (D5) +2
Summary: Permits local units and authorities to waive interest and lien enforcement for certain delinquent water and sewer utility payments during emergency circumstances.
Progress: 1st House: 2nd Reading
Status: 06/15/2020 – Substituted by another bill
History: 06/04/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.
06/11/2020 – Reported out of committee, 2nd reading in Senate.
06/15/2020 – Substituted by A-4126 (1R).

Bill: S253 Sca (1R)
Sponsors: Singleton (D7); Greenstein (D14)
Summary: Requires public water systems to develop lead service line inventories and replace lead service lines.
Progress: 1st House: 2nd Reading
Status: 01/27/2020 – Senate Budget and Appropriations Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.
01/27/2020 – Transferred to Senate Community and Urban Affairs Committee. Reported out of committee with committee amendments, 2nd reading in Senate. Referred to Senate Budget and Appropriations Committee.

Bill: S695 Sca (1R)
Sponsors: Ruiz (D29); Cryan (D20) +2
Summary: Requires DEP, DOH, DCA, owners or operators of public water systems, and owners or operators of certain buildings to take certain actions to prevent and control cases of Legionnaires' disease.
Progress: 1st House: 2nd Reading
Status: 01/27/2020 – Senate Budget and Appropriations Committee
History: 01/14/2020 – Introduced and referred to Senate Health, Human Services and Senior Citizens Committee.
01/27/2020 – Reported out of committee with committee amendments, 2nd reading in Senate. Referred to Senate Budget and Appropriations Committee.

Bill: S3314
Sponsors: Pou (D35)
Summary: Requires NJ Infrastructure Bank to provide incentives to environmental infrastructure projects that, where feasible, employ local residents.
Progress: 1st House: Referred to Committee
Status: 01/07/2021 – Senate Environment and Energy Committee
History: 01/07/2021 – Introduced and referred to Senate Environment and Energy Committee.

Bill: ACR205
Sponsors: DeAngelo (D14) +1
Summary: Amends Constitution to dedicate all revenues received from water consumption user fees and water diversion user fees to water quality, supply, and infrastructure projects.
Progress: 1st House: Referred to Committee
Status: 12/21/2020 – Assembly Infrastructure & Natural Resources Committee
History: 12/21/2020 – Introduced and referred to Assembly Special Committee on Infrastructure & Natural Resources.

Bill: S3288
Sponsors: Beach (D6)
Summary: Reduces allowed diversion of funds from stormwater, water, and sewer purposes to municipal and county budgets; requires municipalities and counties to notify Division of Local Government Services of diversions.
Progress: 1st House: Referred to Committee
Status: 12/16/2020 – Senate Environment and Energy Committee
History: 12/16/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: A2200 Acs (ACS)
Sponsors: McKeon (D27); Murphy (D7); Vainieri Huttie (D37); Timberlake (D34)
Summary: Requires water purveyors to conduct, and report to DEP, water loss audits.
Progress: 1st House: Referred to Committee
Status: 12/10/2020 – Assembly Appropriations Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
11/19/2020 – Transferred to Assembly Special Committee on Infrastructure & Natural Resources.
12/10/2020 – Reported out of committee with committee substitute, referred to Assembly Appropriations Committee.

Bill: A2631
Sponsors: Murphy (D7)
Summary: Requires water purveyors to conduct water loss audits.
Progress: 1st House: Referred to Committee

Status: 12/10/2020 – Combined with another bill
History: 02/13/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
11/19/2020 – Transferred to Assembly Special Committee on Infrastructure & Natural Resources.
12/10/2020 – Combined with A-2200 (ACS).

Bill: A4825 Aca (1R)
Sponsors: McKeon (D27); Karabinchak (D18); Pinkin (D18) +3
Summary: Revises cybersecurity, asset management, and related reporting requirements in "Water Quality Accountability Act."
Progress: 1st House: Referred to Committee
Status: 12/10/2020 – Assembly Appropriations Committee
History: 10/19/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
11/19/2020 – Transferred to Assembly Special Committee on Infrastructure & Natural Resources.
12/10/2020 – Reported out of committee with committee amendments, referred to Assembly Appropriations Committee.

Bill: A5015
Sponsors: Murphy (D7); Johnson (D37); Lopez (D19) +2
Summary: Reduces allowed diversion of funds from stormwater, water, and sewer purposes to municipal and county budgets; requires municipalities and counties to notify Division of Local Government Services of diversions.
Progress: 1st House: Referred to Committee
Status: 12/10/2020 – Assembly Appropriations Committee
History: 11/19/2020 – Introduced and referred to Assembly Special Committee on Infrastructure & Natural Resources.
12/10/2020 – Reported out of committee, referred to Assembly Appropriations Committee.

Bill: A4857
Sponsors: Spearman (D5)
Summary: Requires public water systems to inventory lead service lines and replace lead service lines at expense of public water system customers.
Progress: 1st House: Referred to Committee
Status: 10/22/2020 – Assembly Environment and Solid Waste Committee
History: 10/22/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: S3047
Sponsors: Greenstein (D14); Scutari (D22)
Summary: Requires certain utilities to allow residential customers to satisfy outstanding balances

over time.

Progress: 1st House: Referred to Committee
Status: 10/22/2020 – Senate Economic Growth Committee
History: 10/22/2020 – Introduced and referred to Senate Economic Growth Committee.

Bill: S3008
Sponsors: Cruz-Perez (D5)
Summary: Requires public water systems to inventory lead service lines and replace lead service lines at expense of public water system customers.
Progress: 1st House: Referred to Committee
Status: 10/08/2020 – Senate Community and Urban Affairs Committee
History: 10/08/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.

Bill: A3887
Sponsors: Murphy (D7); Conaway (D7); Vainieri Huttie (D37)
Summary: Requires DEP to establish maximum contaminant level for 1,2,3-trichloropropane in drinking water.
Progress: 1st House: Referred to Committee
Status: 09/24/2020 – Withdrawn from the files
History: 03/23/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.
09/24/2020 – Withdrawn from the files.

Bill: A4677
Sponsors: Schaer (D36); Freiman (D16); Vainieri Huttie (D37) +1
Summary: Requires certain utilities to allow residential customers to satisfy outstanding balances over time.
Progress: 1st House: Referred to Committee
Status: 09/17/2020 – Assembly Telecommunications and Utilities Committee
History: 09/17/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A4678
Sponsors: Schaer (D36); Mukherji (D33); Benson (D14) +2
Summary: Prohibits certain utilities and authorities from increasing rates and assessing late or restoration fees or charges during and within 180 days after major public health emergency.
Progress: 1st House: Referred to Committee
Status: 09/17/2020 – Assembly Telecommunications and Utilities Committee
History: 09/17/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: S2672
Sponsors: Diegnan (D18); Greenstein (D14)
Summary: Revises certain licensure requirements to operate water supply and wastewater treatment systems.
Progress: 1st House: Referred to Committee
Status: 07/06/2020 – Senate Environment and Energy Committee
History: 07/06/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: A3878
Sponsors: Timberlake (D34); Speight (D29); McKnight (D31) +2
Summary: Prohibits electric, gas, or water public utility service discontinuances to residential customers during certain epidemics.
Progress: 1st House: Referred to Committee
Status: 03/23/2020 – Assembly Telecommunications and Utilities Committee
History: 03/23/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A3631
Sponsors: Karabinchak (D18); Johnson (D37); Verrelli (D15) +1
Summary: Requires DEP to establish and maintain searchable database of lead service lines.
Progress: 1st House: Referred to Committee
Status: 03/16/2020 – Assembly Environment and Solid Waste Committee
History: 03/16/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: S2156
Sponsors: Vitale (D19)
Summary: Permits water and sewerage service sub-metering in multi-family dwellings.
Progress: 1st House: Referred to Committee
Status: 03/16/2020 – Senate Economic Growth Committee
History: 03/16/2020 – Introduced and referred to Senate Economic Growth Committee.

Bill: A3348
Sponsors: Pinkin (D18); McKeon (D27); Karabinchak (D18)
Summary: "Water Resources Protection Trust Fund Act"; establishes user fee on water consumption and diversion; utilizes fee revenue for water quality, supply, and infrastructure projects.
Progress: 1st House: Referred to Committee
Status: 02/25/2020 – Assembly Environment and Solid Waste Committee
History: 02/25/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: S1953
Sponsors: Smith (D17); Bateman (R16)

Summary: Directs EDA to establish program for public or private financing of certain renewable energy, water, and storm resiliency projects through use by municipalities of voluntary special assessments for certain property owners.
Progress: 1st House: Referred to Committee
Status: 02/25/2020 – Senate Environment and Energy Committee
History: 02/25/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S1841
Sponsors: Cryan (D20)
Summary: Establishes "Residential Water Quality Assurance Program" in DEP; requires certain disclosures from residents and property owners regarding lead in drinking water.
Progress: 1st House: Referred to Committee
Status: 02/24/2020 – Senate Environment and Energy Committee
History: 02/24/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S1913
Sponsors: Stack (D33)
Summary: Requires DEP to establish and maintain searchable database of lead service lines.
Progress: 1st House: Referred to Committee
Status: 02/24/2020 – Senate Environment and Energy Committee
History: 02/24/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: A2850
Sponsors: Mukherji (D33); Pintor Marin (D29); Caputo (D28) +1
Summary: "New Jersey Public Water Supply Fluoridation Act."
Progress: 1st House: Referred to Committee
Status: 02/20/2020 – Assembly Health Committee
History: 02/20/2020 – Introduced and referred to Assembly Health Committee.

Bill: A2555
Sponsors: Benson (D14)
Summary: Requires municipalities to provide certain information to property owners served by municipal water systems.
Progress: 1st House: Referred to Committee
Status: 02/13/2020 – Assembly Telecommunications and Utilities Committee
History: 02/13/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A2563
Sponsors: DeAngelo (D14) +3
Summary: Requires public water systems to provide certain notice of boil water notices and violations of drinking water quality standards.
Progress: 1st House: Referred to Committee

Status: 02/13/2020 – Assembly Telecommunications and Utilities Committee
History: 02/13/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A2564
Sponsors: DeAngelo (D14); Benson (D14) +1
Summary: Requires certain public water systems to publish certain financial and employee information on Internet.
Progress: 1st House: Referred to Committee
Status: 02/13/2020 – Assembly Telecommunications and Utilities Committee
History: 02/13/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: S1529
Sponsors: Turner (D15)
Summary: Requires boil water notices to be provided by certain public water systems via direct contact.
Progress: 1st House: Referred to Committee
Status: 02/13/2020 – Senate Environment and Energy Committee
History: 02/13/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S997
Sponsors: Vitale (D19); Greenstein (D14)
Summary: "New Jersey Public Water Supply Fluoridation Act."
Progress: 1st House: Referred to Committee
Status: 01/30/2020 – Senate Health, Human Services and Senior Citizens Committee
History: 01/30/2020 – Introduced and referred to Senate Health, Human Services and Senior Citizens Committee.

Bill: A151
Sponsors: Space (R24); Wirths (R24)
Summary: Exempts certain water quality management structures, funded by certain federal and State grants, from real property taxation.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A231
Sponsors: DeAngelo (D14); Wimberly (D35); Giblin (D34)
Summary: Establishes uniform rates for water and sewer services for residential use based exclusively on metered consumption.
Progress: 1st House: Referred to Committee

Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A461
Sponsors: Catalano (R10); McGuckin (R10) +1
Summary: Requires water purveyors to notify municipalities they service regarding water supply and water quality issues.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A968
Sponsors: Conaway (D7); Pinkin (D18); Mukherji (D33); Danielsens (D17) +10
Summary: Requires DEP to adopt Statewide plan to reduce lead exposure from contaminated soils and drinking water.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A1075
Sponsors: Speight (D29); Vainieri Huttles (D37); DeAngelo (D14) +2
Summary: Requires DEP, DOH, DCA, owners or operators of public water systems, and owners or operators of certain buildings to take certain actions to prevent and control cases of Legionnaires' disease.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A1252
Sponsors: Schaer (D36); Mukherji (D33); Vainieri Huttles (D37) +14
Summary: Requires public community water systems to provide customers with certain information regarding lead in drinking water.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A1253
Sponsors: Schaer (D36); Mukherji (D33); Vainieri Huttles (D37) +4

Summary: Requires public water systems to develop lead service line inventories and schedules for replacement of lead service lines.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: **A1262**
Sponsors: Schaer (D36); Timberlake (D34); Johnson (D37) +3
Summary: Requires public water systems to develop lead service line inventories and replace lead service lines.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: **A1283**
Sponsors: Greenwald (D6); Mukherji (D33); DeAngelo (D14)
Summary: Directs BPU to establish two-year innovative drinking water supply and wastewater infrastructure grant program.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: **A1340**
Sponsors: Benson (D14); Lopez (D19) +2
Summary: Requires certain water suppliers to reimburse residential customers for drinking water testing and filters under certain circumstances.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: **A1341**
Sponsors: Benson (D14); Murphy (D7)
Summary: Requires water supplier to notify affected municipalities, school districts, charter schools, and nonpublic schools of violations of drinking water quality standards.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A1499
Sponsors: Rooney (R40)
Summary: Establishes measures to improve transparency and accountability of regional authorities of this State; enhances oversight of those authorities by Governor and State Comptroller.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Transportation and Independent Authorities Committee
History: 01/14/2020 – Introduced and referred to Assembly Transportation and Independent Authorities Committee.

Bill: A1544
Sponsors: Spearman (D5)
Summary: Requires public water systems to replace customer lead service lines at expense of all public water system customers.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A1651
Sponsors: Quijano (D20); Vainieri Huttie (D37); Benson (D14)
Summary: Requires boil water notices to be provided by certain public water systems via telephone, email or text message.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A1673
Sponsors: Quijano (D20); Reynolds-Jackson (D15); Vainieri Huttie (D37) +2
Summary: Requires health insurance companies to cover lead screenings for children 16 years of age or younger.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Financial Institutions and Insurance Committee
History: 01/14/2020 – Introduced and referred to Assembly Financial Institutions and Insurance Committee.

Bill: A1677
Sponsors: Quijano (D20)
Summary: Establishes "Residential Water Quality Assurance Program" in DEP; requires certain disclosures from residents and property owners regarding lead in drinking water.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A1922
Sponsors: Wimberly (D35); Reynolds-Jackson (D15); Vainieri Huttie (D37) +3
Summary: Requires financial institution that has foreclosed on property to remove water service lines that contain lead.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Financial Institutions and Insurance Committee
History: 01/14/2020 – Introduced and referred to Assembly Financial Institutions and Insurance Committee.

Bill: A2134
Sponsors: Tully (D38); Swain (D38); Conaway (D7) +4
Summary: Requires public water systems to offer drinking water tests to customers in certain circumstances.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A2135
Sponsors: Tully (D38); Swain (D38); Murphy (D7) +2
Summary: Requires property condition disclosure statement to indicate presence of lead plumbing in residential property.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Housing Committee
History: 01/14/2020 – Introduced and referred to Assembly Housing Committee.

Bill: A2141
Sponsors: Tully (D38); Swain (D38); Reynolds-Jackson (D15) +1
Summary: Requires certain residential developers to replace lead service lines.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A2198
Sponsors: McKeon (D27); Reynolds-Jackson (D15)
Summary: "Water Infrastructure Improvement Bond Act of 2018," authorizes bonds for \$400,000,000, and appropriates \$5,000.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Telecommunications and Utilities Committee
History: 01/14/2020 – Introduced and referred to Assembly Telecommunications and Utilities Committee.

Bill: A2199
Sponsors: McKeon (D27); Pinkin (D18)
Summary: Specifies minimum 20-year planning duration for NJ Statewide Water Supply Plan and adds new requirements for plan.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: A2201
Sponsors: McKeon (D27); Pinkin (D18); Mukherji (D33) +5
Summary: Requires public water systems to compile, and submit to DEP, lead service line inventories.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Assembly Environment and Solid Waste Committee
History: 01/14/2020 – Introduced and referred to Assembly Environment and Solid Waste Committee.

Bill: S77
Sponsors: Bateman (R16)
Summary: Requires DEP to adopt Statewide plan to reduce lead exposure from contaminated soils and drinking water.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S317
Sponsors: Rice (D28)
Summary: Requires financial institution that has foreclosed on property to remove water service lines that contain lead.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Commerce Committee
History: 01/14/2020 – Introduced and referred to Senate Commerce Committee.

Bill: S339
Sponsors: Smith (D17)
Summary: "Water Resources Protection Trust Fund Act"; establishes user fee on water consumption and diversion; utilizes fee revenue for water quality, supply, and infrastructure projects.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S635
Sponsors: Greenstein (D14); Stack (D33) +1
Summary: Requires water purveyors to conduct water loss audits.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S637
Sponsors: Greenstein (D14) +1
Summary: Requires water purveyors to develop and implement leak detection programs.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S639
Sponsors: Greenstein (D14); Turner (D15)
Summary: Requires water suppliers to reimburse residential customers for drinking water testing under certain circumstances.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S640
Sponsors: Greenstein (D14); Turner (D15)
Summary: Requires water supplier to notify affected municipalities, school districts, charter schools, and nonpublic schools of violations of drinking water quality standards.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S642
Sponsors: Greenstein (D14); Codey (D27)
Summary: Requires water purveyors to conduct, and report to DEP, water loss audits.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S645
Sponsors: Greenstein (D14) +1
Summary: Specifies minimum 20-year planning duration for NJ Statewide Water Supply Plan and adds new requirements for plan.
Progress: 1st House: Referred to Committee

Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S646
Sponsors: Greenstein (D14); Gopal (D11); Lagana (D38) +2
Summary: Requires public water systems to compile, and submit to DEP, lead service line inventories.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S649
Sponsors: Greenstein (D14)
Summary: Requires certain public water systems to publish certain financial and employee information on Internet.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Economic Growth Committee
History: 01/14/2020 – Introduced and referred to Senate Economic Growth Committee.

Bill: S650
Sponsors: Greenstein (D14)
Summary: Requires public water systems to provide certain notice of boil water notices and violations of drinking water quality standards.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S653
Sponsors: Greenstein (D14); Gopal (D11)
Summary: Requires municipalities to provide certain information to property owners served by municipal water systems.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Community and Urban Affairs Committee
History: 01/14/2020 – Introduced and referred to Senate Community and Urban Affairs Committee.

Bill: S655
Sponsors: Greenstein (D14); Cruz-Perez (D5)
Summary: Requires public water systems to provide customers with certain information regarding lead in drinking water.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S656
Sponsors: Greenstein (D14); Cruz-Perez (D5)
Summary: Requires public water systems to develop lead service line inventories and schedules for replacement of lead service lines.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

Bill: S837
Sponsors: Lagana (D38)
Summary: Requires health insurance companies to cover lead screenings for children 16 years of age or younger.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Health, Human Services and Senior Citizens Committee
History: 01/14/2020 – Introduced and referred to Senate Health, Human Services and Senior Citizens Committee.

Bill: SCR17
Sponsors: Smith (D17)
Summary: Amends Constitution to dedicate all revenues received from water consumption user fees and water diversion user fees to water quality, supply, and infrastructure projects.
Progress: 1st House: Referred to Committee
Status: 01/14/2020 – Senate Environment and Energy Committee
History: 01/14/2020 – Introduced and referred to Senate Environment and Energy Committee.

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 Engineering Services for Project # 18-P-21 – Professional Services for Government Relations and Public Affairs. (Gibbons, PC).

Amount of Project or Contract not to exceed: **\$100,000**

\$7,500 per month plus expenses

1. Acct #: 001-0201-412.30-04 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: March 8, 2021



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

RESOLUTION: 21-32
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, following solicitation for bids, on January 5, 2021, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-19, Replacement of Air Handling Equipment at LFWTP Laboratory ("the Contract"), and a copy of the bid amounts set forth in the tabulation of bids received for the Contract is attached hereto and incorporated herein by reference (Exhibit A); and

WHEREAS, based on the bid protest letter from Powers Service Co., Inc. ("Powers Service"), dated January 12, 2021, claimed that the numerical low bid submitted by H&S Construction and Mechanical, Inc. of Elizabeth, New Jersey ("H&S") failed to provide a DPMC Form 701 form ("Value of Incomplete Contracts") in accordance with N.J.A.C. 17:19-2.13 for itself and its subcontractors, failed to provide evidence of any registered and approved apprenticeship program certification, substituted PVWC's Consent of Surety form with their own form and did not provide an original copy of the bid before the deadline, until 2:00 p.m. on January 7, 2021; and

WHEREAS, based on the bid protest letter from Peckar & Abramson, representing AMCO Enterprises, Inc. (AMCO"), dated January 13, 2021, claimed that the numerical low bid submitted by H&S Construction and Mechanical, Inc. of Elizabeth, New Jersey ("H&S") failed to provide a DPMC Form 701 form ("Value of Incomplete Contracts") in accordance with N.J.A.C. 17:19-2.13 for itself and its subcontractors, failed to provide evidence of any registered and approved apprenticeship program certification, substituted PVWC's

Consent of Surety form with their own form and did not provide an original copy of the bid before the deadline, until 2:00 p.m. on January 7, 2021; and

WHEREAS, prior to recommending award of the Contract to H&S, in correspondences dated January 12 and January 13, 2021, Thomas Powers, Powers Service, and Gerard J. Onorata, Esq., AMCO's Counsel, is requesting that H&S's bid be rejected in its entirety and that the project be awarded to the next lowest responsible bidder; and

WHEREAS, PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by Powers Service and AMCO; and

WHEREAS, PVWC's notice of hearing letter, dated January 20, 2021, and PVWC's subsequent notice dated January 27, 2021, confirming the hearing date for February 4, 2021, was sent to all bidders, and a hearing was conducted, on record via a Zoom teleconference on the hearing date, with PVWC General Counsel presiding as Hearing Officer ("the Hearing"); and

WHEREAS, the Hearing was attended by: appropriate PVWC personnel; the respective representatives and Counsel for H&S, Powers Service and AMCO (the first, second and third apparent numerical low bidders, respectively; and

WHEREAS, based on testimony and arguments presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at and subsequent to the Hearing, PVWC's General Counsel, in his capacity as Hearing Officer has determined and recommended that the award of the Contract to H&S as the lowest responsible, responsive bidder be reaffirmed, with respect to H&S's bid in the amount of \$1,674,000.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard, and having

concurred therewith, as set forth in both a memorandum dated February 25, 2021, by PVWC's Director of Engineering, and a memorandum dated February 18, 2021 from PVWC's Director of Purchasing, also copies of which are also attached hereto, and made a part hereof by reference, as Exhibit B and Exhibit C, respectively; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto, that funds are currently available for said purpose, with the Comptroller's certificate Dated February 18, 2021 being attached hereto, and made a part hereof by reference as Exhibit D; and

WHEREAS, the Public Bidding Law authorizes the award and execution of the Contract upon receipt of bids and qualification of bidders therefor; and

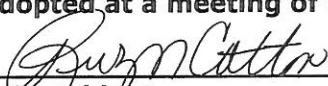
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract No. 20-B-19, "Replacement of Air Handling Equipment at LFWTP Laboratory" in the total amount of \$1,674,000.00, in connection with the above described goods and services, is hereby awarded to H&S, as Contract Awardee; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract and implement the terms of said Contract with the Awardee, in accordance with this Resolution and the submissions provided in connection therewith, with respect to review of bids conducted in connection with Contract 20-B-19 as set forth hereinabove;

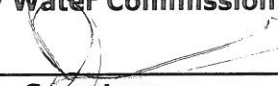
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

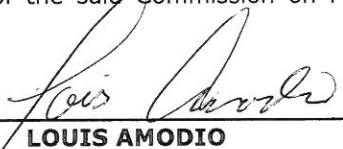


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

DATE: 1/5/2021

CONTRACT # 20-B-19

CONTRACT NAME: Air Handling Equipment LFWTP

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
H & S Construction 721 Bayway Ave Elizabeth, NJ 07202 genjr@hsmmechanical.com	☐ Certified Check ☐ Cashier's Check ☒ Bid Bond ☐ Not to Exceed \$20,000.00	\$1,674,000.00	☒ Business Registration Cert. ☒ PWWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
Powers Service Co. 59 Village Park Rd Cedar Grove, NJ 07009 jorn@powersservice.com	☐ Certified Check ☐ Cashier's Check ☒ Bid Bond ☐ Not to Exceed \$20,000.00	\$1,717,792.00	☒ Business Registration Cert. ☒ PWWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
AMCO Enterprises 600 Swenson Drive Kenilworth, NJ 07033 minakkari@amco-enterprises.com	☐ Certified Check ☐ Cashier's Check ☒ Bid Bond ☐ Not to Exceed \$20,000.00	\$1,807,828.00	☒ Business Registration Cert. ☒ PWWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PWWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PWWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PWWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO
	☐ Certified Check ☐ Cashier's Check ☐ Bid Bond ☐ Not to Exceed		☐ Business Registration Cert. ☐ PWWC Consent of Surety ☐ Other Consent of Surety ☐ Public Works Cont. Cert. ☐ EEO

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 25, 2021

To: Honorable Commissioners

From: J. Duprey

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

Re: Contract 20-B-19 "Replacement of Air Handling Equipment at LFWTP Laboratory"

January 5, 2021, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 20-B-19, Replacement of Air Handling Equipment at LFWTP Laboratory ("the Contract"), and a copy of the bid amounts set forth in the tabulation of bids received for the Contract (Refer to Exhibit A of the attached Resolution).

Powers Service Co., Inc. ("Powers Service") and Peckar & Abramson, representing AMCO Enterprises, Inc. (AMCO") submitted a bid protest letter dated January 12 and January 13, 2021 respectively both claiming that H&S failed to provide a DPMC Form 701 form ("Value of Incomplete Contracts") in accordance with N.J.A.C. 17:19-2.13 for itself and its subcontractors, failed to provide evidence of any registered and approved apprenticeship program certification, substituted PVWC's Consent of Surety form with their own form and did not provide an original copy of the bid before the deadline, until 2:00 p.m. on January 7, 2021.

PVWC's General Counsel thereupon determined that a bid protest hearing should be convened, pursuant to the Public Bidding Law, as requested by Powers Services and AMCO.

PVWC's notice of hearing letter, dated January 20, 2021, and PVWC's subsequent notice dated January 27, 2021, confirming the hearing date for February 4, 2021, was sent to all bidders, and a hearing was conducted, on record via a Zoom teleconference on the hearing date, with PVWC General Counsel presiding as Hearing Officer ("the Hearing").

The Hearing was attended by: appropriate PVWC personnel; the respective representatives and Counsel for H&S, Powers Service and AMCO (the first, second and third apparent numerical low bidders, respectively).

Consistent with the bid specifications and the notice of bidding provided with the bid documents, PVWC had considered rejecting all bids and re-bidding of the Contract, as allowed PVWC under the Public Bidding Law, or, in the alternative, rejecting APS' bid as being materially defective, unresponsive, not responsible, or not acceptable for other reasons required by law, with PVWC having determined to award the Contract to Allied as lowest "responsible" bidder, subject to review at the Hearing.

Based on testimony and arguments presented at the Hearing, and review of information and documentation, including exhibits and written argument, submitted at and subsequent to the Hearing, PVWC's General Counsel, in his capacity as Hearing Officer has determined and recommended that the award of the Contract to H&S as the lowest responsible, responsive bidder be reaffirmed, with respect to H&S's bid in the amount of \$1,674,000.00, and PVWC's Executive Director, Director of Engineering, and Director of Purchasing, having reviewed and considered PVWC General Counsel's determination and recommendation in this regard, and having concurred therewith, as set forth in both a memorandum dated February 25, 2021, by PVWC's Director of Engineering, and a memorandum dated February 18, 2021 from PVWC's Director of Purchasing (Refer to Exhibit C of the attached Resolution).

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 18, 2021

FROM: Purchasing Department

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

**RE: Contract # 20-B-19 "Replacement of Air Handling Equipment at
LFWTP Laboratory"**

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by H & S Construction, of Elizabeth, New Jersey, in the amount of \$1,674,000.00.

Respectfully submitted,

Gregg B. Lucianin
Buyer

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: 20-B-19 – H & S Construction

Amount of Project or Contract: \$ 1,674,000.00

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

Specific Appropriation to which expenditures will be charged: Capital Budget 2021/2022

Other comments: One (1) Year Contract Commencing: March 2021
"Replacement of Air Handling Equipment at LFWTP Laboratory"

Date of Certification: 02/18/2021 Certified: \$ 1,674,000.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YWgbl

RESOLUTION: 21-33
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 20-P-91 "Professional Services for FERC Regulatory-Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41" (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 three (3) professional services providers; and

WHEREAS, the responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's memorandum dated February 26, 2021 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, as can be seen from the above-referenced PVWC memorandum, the firm of Ramboll Americas Engineering Solutions, Inc., of Princeton, 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 12, 2021 (hereinafter the "Response"), and was the least cost of the proposals received; and

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

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

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

WHEREAS, the solicitation and all of the responses to the Project, including the response of the Awardee, are on file in the office of the Administrative Secretary and available for inspection as indicated in Exhibit C; 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 D;

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

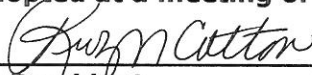
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$2,498,800.00, for services related to the Project; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

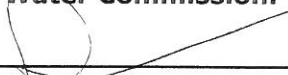
	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
VAN RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___
KOLODZIEJ, J.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
COTTON, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President

RUBY N. COTTON



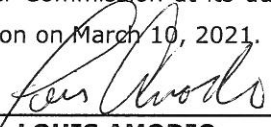
Secretary

JEFFEREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-91
PROFESSIONAL SERVICES FOR FERC REGULATORY-REQUIRED
IMPROVEMENTS TO PVWC'S INTAKE CANAL FACILITIES AND
INTERFACING WITH PROJECT 15-P-41**

PVWC MEMORANDUM DATED FEBRUARY 26, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 26, 2021

To: Hon. Commissioners

From: J. Duprey

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

Re: Request to Award Project No. 20-P-91 "Professional Services for FERC Regulatory-Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41"

Summary

It is recommended that Project No. 20-P-91 "Professional Services for FERC Regulatory-Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41" (the "Project") be awarded to Ramboll Americas Engineering Solutions, Inc., of Princeton, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$2,498,800.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on January 12, 2021 three (3) responses were received by PVWC for the Project and have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project.

A summary of not-to-exceed total costs submitted by the responders for the Project, along with the total points based on PVWC's evaluation of the said shortlisted responses, are set forth below.

The Consultant was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services was the least cost of the 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 JANUARY 12, 2021**

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Ramboll ⁽²⁾⁽⁵⁾	\$2,498,800	893
Mott MacDonald ⁽³⁾	\$2,559,322	860
HDR Engineering Inc. ⁽⁴⁾	\$3,279,523	795

Notes: (1) Using evaluation criteria set forth in the RFP.
(2) Ramboll Americas Engineering Solutions, Inc. of Princeton, NJ
(3) Mott MacDonald, LLC of Iselin, NJ
(4) HDR Engineering, Inc. of Mahwah, NJ
(5) Recommended for award price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-91
PROFESSIONAL SERVICES FOR FERC REGULATORY-REQUIRED
IMPROVEMENTS TO PVWC'S INTAKE CANAL FACILITIES AND
INTERFACING WITH PROJECT 15-P-41**

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 Ramboll Americas Engineering Solutions, Inc., a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 101 Carnegie Center #200, Princeton, New Jersey 08540.

WHEREAS, PVWC desires Professional Services as applicable, to assist PVWC in its efforts related to Project No. 20-P-91 "Professional Services for FERC Regulatory-Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41" (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 January 12, 2021, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit 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 and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for the PROJECT shall be invoiced by the PROFESSIONAL on a Time-and-Materials basis, not-to-exceed \$2,498,800.00. 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 soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance 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 \$2,000,000 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 \$2,000,000 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.

**RAMBOLL AMERICAS ENGINEERING
SOLUTIONS, INC.**

Witness or Attest

By: _____
Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY N. COTTON
President

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 20-P-91

**PROFESSIONAL SERVICES FOR FERC REGULATORY-REQUIRED
IMPROVEMENTS TO PVWC'S INTAKE CANAL FACILITIES AND
INTERFACING WITH PROJECT 15-P-41**

Solicitation and Responses (Including the Response of the Awardee)
are on File in the Office of the Administrative Secretary

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

**PROJECT NO. 20-P-91
PROFESSIONAL SERVICES FOR FERC REGULATORY-REQUIRED
IMPROVEMENTS TO PVWC'S INTAKE CANAL FACILITIES AND
INTERFACING WITH PROJECT 15-P-41**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT D

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Professional Engineering Services for Project # 20-P-91 – Professional Services for FERC Regulatory Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41. (**Ramboll Americas Engineering Solutions, Inc.**).

Amount of Project or Contract not to exceed: **\$2,498,800**

1. Acct #: 001-0901-419.95-13 **BUDGET 2021**

Other Comments: **Professional Services**

Date of Certification: March 15, 2021

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', written over a horizontal line.

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

RESOLUTION: 21-34
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, on February 25, 2021 ten (10) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-2 "Water Main Replacement - Various Locations"; and

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

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

WHEREAS, the lowest responsible responsive bid submitted for this contract was that of William J. Guarini, Inc. of Jersey City, New Jersey (the "Awardee") with respect to said bid in the amount of \$1,996,389.00; and

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

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

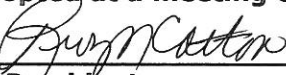
1. That Contract No. 21-B-2 "Water Main Replacement - Various Locations" in the total amount of \$1,996,389.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; 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 21-B-2 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President

RUBY N. COTTON



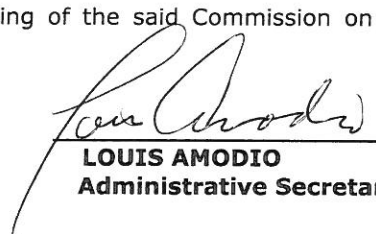
Secretary

JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 26, 2021

FROM: Purchasing Department

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

RE: Contract # 21-B-2 Water Main Replacement Various Locations

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 ten (10) bids received, the lowest responsive and responsible proposal was submitted by William J. Guarini, Inc., of Jersey City, New Jersey, in the amount of \$1,996,389.00.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio
J. Duprey

Water Main Replacement - Various Locations

Contract #: 21-B-2

Bid Tabulation Evaluation

Bid Opening Date: February 25, 2021

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
William J Guarini Inc 132 Malloy Avenue Jersey City, NJ 07304	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$1,996,389.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
Shauger Property Services, Inc. 429 Dodd Street East Orange, NJ 07017	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,434,862.50	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,499,850.00 \$2,509,850.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
M.S.P. Construction Corporation 19-B Minneakoning Road Flemington, NJ 08822	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,572,350.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
Regal Utility Services 731 Warwick Tpke Hewitt, NJ	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,692,423.40 \$2,692,423.73	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
Colonnelli Brothers, Inc. 409 South River Street Hackensack, NJ 07601	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,729,125.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO
New Prince Concrete Constr. Co., Inc 215 Eileen Terrace Hackensack, NJ 07901	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,731,700.00	X Business Registration Cert. X PWWC Consent of Surety Other Consent of Surety X Public Works Cont. Cert. X EEO

Water Main Replacement - Various Locations

Contract #: 21-B-2

Bid Tabulation Evaluation

Bid Opening Date: February 25, 2021

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Montana Construction Corp., Inc. 80 Contant Ave Lodi, NJ 07644	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$2,963,248.00	☒ Business Registration Cert. ☒ PVWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
CRJ Contracting Corp. 7 Commerce Street, Suite 2 Somerville, NJ 08876	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,027,910.00	☒ Business Registration Cert. ☒ PVWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
Joseph M. Sanzani, Inc. 100 W. Franklin Street Hackensack, NJ 07601	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3,229,900.00 \$3,229,215.00	☒ Business Registration Cert. ☒ PVWC Consent of Surety ☒ Other Consent of Surety ☒ Public Works Cont. Cert. ☒ EEO
	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. ☐ EEO
	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. ☐ EEO
	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. ☐ EEO
	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. ☐ EEO

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: **21-B-2 - William J. Guarini, Inc.**

Amount of Project or Contract: \$ 1,996,389.00

1. Acct: # 001-0901-419-95-14 Capital / Transmission Mains/Pipes

Specific Appropriation to which expenditures will be charged: Capital Budget 2021/2022

Other comments: One (1) Year Contract Commencing: March 2021
Water Main Replacement at Various Locations

Date of Certification: 02/26/2021 Certified: \$ 1,996,389.00

A handwritten signature in black ink, appearing to read 'Yitzhak Weiss', with a long horizontal flourish extending to the right.

Yitzhak Weiss
Comptroller and Chief Financial Officer

YWgbl

RESOLUTION: 21-35
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, on February 18, 2021 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-7 "Furnish and Deliver Corrosion Inhibitor"; and

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

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

WHEREAS, the lowest responsible responsive bid submitted for this contract was that of Carus Corporation of Peru, Illinois (the "Awardee") with respect to said bid, based on the estimated quantity of 200,000 gallons, in the amount of \$624,800.00; and

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

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

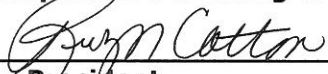
1. That Contract No. 21-B-7 "Furnish and Deliver Corrosion Inhibitor" in the total amount of \$624,800.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement 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 21-B-7 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

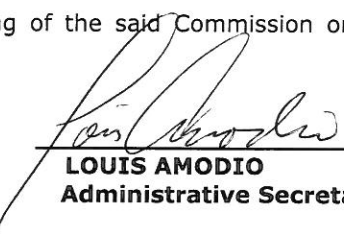


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 19, 2021

FROM: Purchasing Department

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

RE: **Contract # 21-B-7**
Corrosion Inhibitor

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

Of the three (3) bids received, the lowest responsive and responsible proposal was submitted by **Carus Corp**, of Peru IL, in the amount of **\$624,800.00**

Respectfully submitted,

Gregg B Lucianin
Buyer

cc: L. Amodio
J. Duprey
P. Porcaro

21-B-7
Corrosion Inhibitor

Bids Received 02/18/2021

BIDDERS	BID DEPOSIT CC- Certified Check CA- Cashier's Check BB- Bid Bond	TOTAL AMOUNT OF CONTRACT	REMARKS
Shannon Chemical Corporation 311 Commerce Drive Exrtion, Pennsylvania 19341 shanchem@shannonchem.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3.673/gallon \$737,800.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. X EEO
Carus Corporation 316 5th Street Peru, Illinois 61354 samantha.pumo@caruscorporation.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3.124/gallon \$624,800.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. X EEO
	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.
George S. Coyne Chemical Co., Inc. 3015 State Road Croydon, Pennsylvania 19021 pgriffith@coynechemical.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00	\$3.8384/gallon \$777,376.80	X Business Registration Cert. X 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.

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: **21-B-7 - Carus Corp.**

Amount of Project or Contract: \$ 624,800.00

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

Specific Appropriation to which expenditures will be charged: Budget 2021/2023

Other comments: Two (2) Year Contract Commencing: March 2021
Corrosion Inhibitor

Date of Certification: 02/19/2021 Certified: \$624,800.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

**RESOLUTION 21-36
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION**

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, on February 18, 2021 only one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-8 "Bituminous Cold Patch Materials"; 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

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

WHEREAS, the responsible responsive bid submitted for this contract was that of Newark Asphalt of Newark, New Jersey (the "Awardee") with respect to said bid, based on the estimated quantity of 1,000 tons, in the amount of \$125,000.00; and

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

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

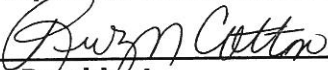
1. That Contract No. 21-B-8 "Bituminous Cold Patch Materials" in the total amount of \$125,000.00 in connection with the above described goods and services is hereby awarded to the Awardee.
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement 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 21-B-8 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

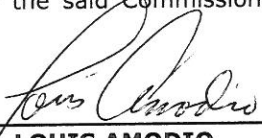


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

Bids Recei 2/18/2021

Contract 20-B-8 Bituminous Cold Parch

BIDDERS	BID DEPOSIT	UNIT COST	REMARKS
Tilcon 9 Elin Road Parsippany, NJ 07054 Donald Moore Jr. dcmoore@tilconny.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check Bid Bond Not to Exceed	TOTAL AMOUNT OF CONTRACT NO Bid Email	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO Certificate
Newark Asphalt Foot of Passaic St Newark NJ 07104 Joe Biggica jbiggica@newarkasphalt.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed Certified Check Cashier's Check Bid Bond Not to Exceed	\$20,000.00 \$125,000.00	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO Certificate
	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.

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 19, 2021

FROM: Purchasing Department

TO: Joseph A. Bella

George T. Hanley
Yitzhak Weiss

RE: Contract # 21-B-8 Bituminous Cold Patch Materials

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

One (1) bids received and the lowest responsive and responsible proposal was submitted by Newark Asphalt Corp., of Newark, New Jersey, in the amount of \$125,000.00.

Note: Ticon submitted a No Bid email

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: J. Duprey
L. Amodio
P. Porcaro

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:

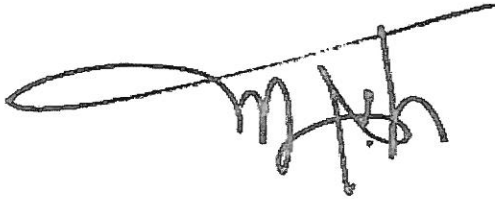
Description of Project or Contract: 21-B-8 Bituminous Cold Patch Materials,
Newark Asphalt Corp.

Amount of Project or Contract: \$125,000.00
I. Acct: # 001-3002-424-4302 R & M / Resurface

Specific Appropriation to which expenditures will be charged: Budget 2021/2023

Other comments: Two (2) Year Contract Commencing: March 2021
Bituminous Cold Patch Materials

Date of Certification: 02/19/2021 Certified: \$125,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gb1

RESOLUTION: 21-37
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: MARCH 10, 2021

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: **GERALD FRIEND**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, on February 25, 2021 two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-9 "Hot Mix Asphalt"; and

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

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

WHEREAS, the lowest responsible responsive bid submitted for this contract was that of Tilcon, NY of Parsippany, New Jersey (the "Awardee") with respect to said bid, based on the estimated quantity of 2,400 tons, in the amount of \$149,656.00; and

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

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

1. That Contract No. 21-B-9 "Hot Mix Asphalt" in the total amount of \$149,656.00 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 21-B-9 as set forth hereinabove.

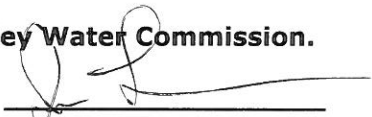
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on March 10, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: February 26, 2021

FROM: Purchasing Department
TO: Joseph A. Bella
George T. Hanley
Yitzchak Weiss
RE: Contract # 21-B-9 – Hot Mix Asphalt

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

Of the Two (2) bids received, the lowest responsive and responsible proposal was submitted by Tilcon, NY, of Parsippany NJ, in the amount of \$149,656.00

Respectfully submitted,

Gregg B Lucianin
Buyer

cc: L. Amodio
J. Duprey

Bid Received

02/25/2021

Contract 21-B-9 Hot Mix Asphalt

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	UNIT COST	REMARKS
Ticon 9 Elin Road Parsippany, NJ 07054 Donald Moore Jr. dcmoore@ticonny.com	CC- Certified Check CA- Cashier's Check BB- Bid Bond Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00		149,656.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO Certificate
Braen Stone Ind 400-402 Central Ave Haledon NJ 07508 Charles Bruseo chruseo@braenstone.com	Certified Check Cashier's Check 10% Bid Bond Not to Exceed \$20,000.00		161,875.00	X Business Registration Cert. X PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO Certificate
	Certified Check Cashier's Check Bid Bond Not to Exceed \$	\$ _____ a _____ \$ _____		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 \$	\$ _____ a _____ \$ _____		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 \$	\$ _____ a _____ \$ _____		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert.

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: **21-B-9- Tilcon, NY**

Amount of Project or Contract: \$149,656.00

1. Acct: # 001-3002-424-43-02 R & M Materials / Dist Repairs

Specific Appropriation to which expenditures will be charged: Budget 2021/2023

Other comments: Two (2) Year Contract Commencing: March 2021
Bituminous Materials

Date of Certification: 02/26/2021 Certified: \$149,656.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl
