



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-75

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: AUGUST 18, 2021

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

COMMISSIONER: 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:

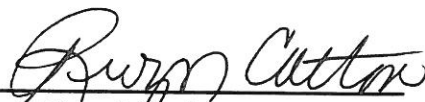
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; the general nature of the subject matters being; Financial, Insurance, Personnel, Contracts, Negotiations, Security, Law: other matters as may be discussed *in camera*.
2. It is anticipated at this time that 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.

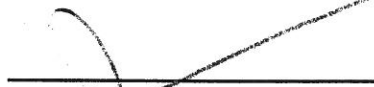
Second by COMMISSIONER: FRIEND Time: 12:32 PM

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>
KOŁODZIEJ, 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.



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 August 18, 2021.

A handwritten signature in cursive script, reading "Louis Amodio", written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

RESOLUTION NUMBER 21- 76

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: August 18, 2021

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO BECOME A MEMBER FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026

Introduced by Commissioner: **KOŁODZIEJ**

Seconded by Commissioner: **LEVINE**

WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Passaic Valley Water Commission ("PVWC") desires to enter into an Agreement (Attachment A) with the MCCPC, which is administered by Randolph Township as Lead Agency, to become a member of the MCCPC for the period of October 1, 2021 through September 30, 2026.

BE IT RESOLVED, by the Passaic Valley Water Commission, County of Passaic, State of New Jersey as follows:

1. The Board of Commissioners of the Passaic Valley Water Commission hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council with the Township of Randolph as Lead Agency dated October 1, 2021 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for PVWC to become a member of the MCCPC

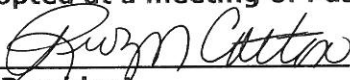
for a five (5) year period from October 1, 2021 through September 30, 2026.

2. The Passaic Valley Water Commission Executive Secretary is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. The Passaic Valley Water Commission Purchasing Agent is hereby directed to submit the required yearly fee to maintain membership in the MCCPC.
4. This Resolution shall take effect immediately upon final passage according to law.
5. All appropriate Passaic Valley Water Commission officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

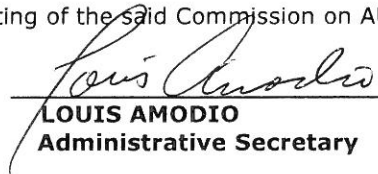


Secretary
JEFFREY LEVINE

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 AUGUST 18, 2021.



LOUIS AMODIO
Administrative Secretary

ATTACHMENT A
MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT



Morris County Cooperative Pricing Council
502 Millbrook Avenue, Randolph, NJ 07869-3799
Tel: (973) 989.7059 • Fax: (973) 989.7076

MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____ by and between

(Contracting Unit name and complete mailing address)

and:

**MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP
OF RANDOLPH**, a Municipal Corporation of the State of New Jersey,
502 Millbrook Avenue, Randolph, NJ, 07869
Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

1. The term of this Agreement shall be from **OCTOBER 1, 2021** to **SEPTEMBER 30, 2026**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31st of any year during the Agreement term. Said termination shall be effective on October 1st following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars **(\$1,250.00)** as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars **(\$1,100.00)** can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five **(45) days** from the date of the invoice. The full fee is due to the Lead Agency within ninety **(90) days** from the date of the invoice. Failure of any member to submit the annual fee to the Lead Agency within ninety (90) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

Contract	Description
#1	Motor Gasoline
#2	#2 Fuel Oil (Heating)
#3	Rock Salt & Liquid Calcium Chloride
#5	Paving Materials
#6	Road Resurfacing
#7	Drainage Pipe (Delivered)
#8	Anti-Freeze
#9	Crushed Stone and Sand
#10	Lumber, Insulation, Hardware, Paint & Paint Supplies
#11	Motor Oils & Miscellaneous Lubricants
#12	#2 Ultra Low Sulfur Diesel Fuel
#13-A	Fire Equipment Services
#13-B	Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract)
#14	Catch Basins & Manhole Castings
#15-A	Police Pursuit Vehicles
#15-B	Administrative Passenger Vehicles
#15-C	Utility Vehicles
#15-D	Service/Truck Bodies
#15-E	Hybrid Vehicles
#15-F	Cab/Chassis With Dump Bodies
#16	Office Supplies
#17	Water Treatment Chemicals
#18	Tree Removal, Trimming & Stump Grinding Services
#19	Concrete Blocks & Granite Curb Blocks
#20-A	Sporting Goods (Spring/Summer Sports)
#20-B	Sporting Goods (Fall/Winter Sports)
#21	Oil & Stone Treatment
#22	D.P.W. Uniforms/Work Shoes/Boots
#23	Police Uniforms & Equipment
#24	Bagged Cement & Poured Concrete
#25	Janitorial Supplies
#26	Beam Guide Rail & Safety Ends (Installed)
#27	Traffic Paint
#28	Traffic Sign Materials
#29	Pest Control Services (Buildings)
#30	Office Paper Supplies
#31	Calcium Chloride Bags
#33	Clay and Infield Mix for Athletic Fields
#34	Tree Spraying
#35	Light Bulbs
#36	Traffic Striping on Roadways

#37	Traffic Signal Maintenance & Repairs
#38	Preventive Maintenance/Repair of Communications Equipment (Radios)
#39	Furnishing Trophies & Plaques
#40	Personal Protection Items & Equipment for Emergency Personnel
#41	Purchase of Communications Equipment (Radios), No Installation
#42	Landscaping Materials & Supplies
#43	Propane Gas
#46	Preventive Maintenance & Repairs of Emergency Generators
#47	Water Meters/Data Recorders & Radio Frequency Meter Interface Units
#49	Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt)
#50	Fire Department Uniforms (Purchase)
#51	Deer Carcass Removal & Disposal
#52	Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)
#53	Fencing Materials & Installation

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member. Pursuant to N.J.A.C. 5:34-7.12(a), a member of the MCCPC which has not submitted estimated quantities for a contract to the MCCPC prior to the advertisement for bids may participate in the resulting contract only with prior written approval of the MCCPC and the successful vendor.
8. The ordering of materials or services through the MCCPC contracts shall be the individual responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into contracts for the purchase of goods or services individually on its own behalf.
11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
12. This Agreement shall be binding upon and inure to the benefit of the successors and Assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

Contracting Unit Name

Signature of Witness

Signature of Official

Printed Name of Witness

Printed Name of Official

Date: _____

Date: _____

ATTEST:

MORRIS COUNTY COOPERATIVE PRICING
COUNCIL by TOWNSHIP OF RANDOLPH
as Lead Agency

Jenny Lambert
Secretary/MCCPC Coordinator

Stephen P. Mountain
Township Manager

Date: _____

Date: _____

RESOLUTION NO. 21- 77
PASSAIC VALLEY WATER COMMISSION

**Resolution Authorizing a Shared Services Agreement with the
Borough of Lodi for Fire Hydrant Testing and
Inspection Services of the Water Distribution System**

Date of Adoption: August 18, 2021

Introduced by Commissioner: KOŁODZIEJ

Seconded by Commissioner: LEVINE

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

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

WHEREAS, PVWC and the 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;

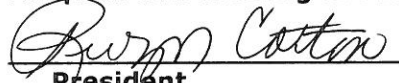
NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the Commission hereby authorizes and approves the Agreement between PVWC and the Borough of Lodi.
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.

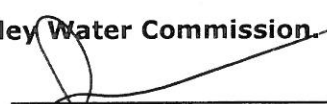
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

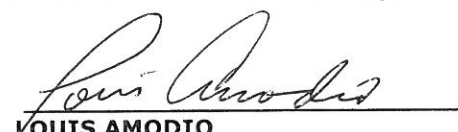


Secretary
JEFFREY LEVINE

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 August 18, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
FORM OF SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF LODI 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 LODI
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 Lodi with its principal offices located at their Municipal Building, One Memorial Drive, Lodi, New Jersey 07644 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 contract 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 the Lease Agreement Regarding Municipal Water System Dated March 1997 between the Borough of Lodi as Lessor and Passaic Valley Water Commission as Lessee. Nothing herein shall be interpreted, or implied, so as to modify or limit the rights or obligations of the respective Parties with respect to the said Lease Agreement.

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". 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) The Borough will be given access to PVWC's web-based Field Book program and shall enter all hydrant testing and inspection reports directly into the electron reporting forms.
- 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 within Field Book.
- 2) Remove any foliage and/or weeds that impede access to the hydrant.
- 3) Fully open and close the hydrant under pressure and indicate whether or not this test can be completed. Under no circumstances shall the Borough be authorized to flow any hydrant during the testing and inspection program.
- 4) If the test in Item 3 above can be completed, record the static pressure in the appropriate space provided on the hydrant testing and inspection report.
- 5) While performing the test in Item 3 above, inspect operating nuts for wear and indicate, in Comments Box, if hydrant nuts are stripped or broken.
- 6) Remove all caps, clean and grease threads-replace caps. Indicate, in Comments Box, whether or not caps are missing or hard to turn.
- 7) Inspect inner barrel for proper drainage. Indicate whether or not hydrant barrel has standing water that is not draining after 10 minutes.
- 8) Indicate condition of existing paint in the appropriate space provided on the hydrant testing and inspection report.
- 9) Indicate whether or not hydrant has a locking cap in the appropriate space provided on the hydrant testing and inspection report.
- 10) Indicate whether or not hydrant has a quick-disconnect type adapter in the appropriate space provided on the hydrant testing and inspection report.
- 11) Indicate color of paint in the appropriate space provided on the hydrant testing and inspection report.

- 12) After verifying accuracy and completeness of the hydrant testing and inspection report, sign the said report. Said report will be automatically uploaded to the PVWC GIS database.
- e) The 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.
- g) During normal business hours, questions can be directed to the Commission's Distribution Department, at 973-340-4300 or CustomerService@PVWC.com.
- h) The 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 forms located within Field Book.

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 one (1) year 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:

Lodi:

\$51,700 per year⁽¹⁾ which equates to \$25,850 per inspection cycle⁽¹⁾

Note (1): These amounts are based on an estimate of 517 hydrants in Lodi, including 6 hydrants which are off of the 34" transmission main that runs through Garfield, 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. Note that the Commission will reimburse the Borough for up to two inspections per hydrant per year. Additional inspections performed by the Borough will be at the Borough's expense.

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:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

SECTION 502 Incorporation of Legal Requirements

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

ARTICLE VI INSURANCE REQUIREMENTS

SECTION 601 Comprehensive General Liability Insurance

During the Term of this Agreement, each of the Parties shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect the

Commission and their employees, subcontractors, and agents from claims for damages from bodily injury, including accidental death, as well as for claims for property damage, and contractual liability, which may arise from operations under this Agreement, whether such operations be by the 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.*

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

ARTICLE VII

DEFAULT AND REMEDIES

SECTION 701 Default by Any Party

Any Party shall be in Default under this Agreement, if the defaulting Party fails to perform any material obligation set forth in this Agreement, for more than thirty (30) days following written notice by the non-defaulting Party. An Event of Default includes, but is not implied to be limited to, failure by the Commission to make payments of amounts due and payable to the 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, Bergen County which is where the Water System is located.

SECTION 1202 Arbitration

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

SECTION 1203 Licenses, Permits and Approvals

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

SECTION 1204 Authority to Enter Into Agreement

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

SECTION 1205 Merger Clause

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

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

SECTION 1206 Binding Agreement

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

SECTION 1207 Modifications

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

SECTION 1208 Severability

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

SECTION 1209 Availability of Funds

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

SECTION 1210 Notices

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

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

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

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

ATTEST:

BOROUGH OF LODI

[Seal]

By: _____

CAROLE L. D'AMICO
Borough Clerk

By: _____

SCOTT A. LUNA
Mayor

ATTEST:

PASSAIC VALLEY WATER COMMISSION

[Seal]

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 Lodi, 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

RESOLUTION NUMBER: 21-78

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**EXTEND CONTRACT NO. 18-B-14 "FURNISH AND DELIVER
RENTAL UNIFORMS"**

DATE OF ADOPTION: August 18, 2021

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: LEVINE

WHEREAS, under Contract No. 18-B-14 "Furnish and Deliver Rental Uniforms" (the "Contract"), UniFirst Corporation of Whippany, New Jersey (the "Contractor") has provided, and continues to provide, goods and services under this contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably, and efficiently and effectively, on an as-needed basis; and

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

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to one two-year, or two one-year extensions (for a total contract duration not to exceed five (5) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the Contract 18-B-14, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time, for a total contract duration not to exceed the maximum allowable Term set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable Sureties, Guaranties, indemnifications and/or Insurance Coverages required under the applicable Contract;

and, to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning July 17, 2021 and ending on July 16, 2023; and

WHEREAS, a copy of the Director of Purchasing's memorandum dated August 10, 2021 along with the Contractor's correspondence dated August 11, 2021 agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), and other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the unit quantities stipulated under the original Contract are hereby reestablished for this extended portion of the Contract, and, based on the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero percent (0%) to said unit prices, the total amount of this extended portion of the Contract equates to \$179,980.32; and

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

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

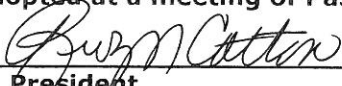
1. That PVWC hereby authorizes and awards a 2-year extension to Contract No. 18-B-14 "Furnish and Deliver Rental Uniforms" to UniFirst Corporation of Whippany, New Jersey commencing July 17, 2021 and expiring on July 16, 2023; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$179,980.32;

2. That the terms of this extension to the Contract are embodied in this Resolution.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

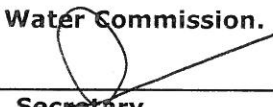
	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	—	—	—
DEPADUA, C.	—	—	—	<u>X</u>
VAN RENSALIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	—	—	—	<u>X</u>
KOLODZIEJ, J.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
COTTON, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President

RUBY N. COTTON



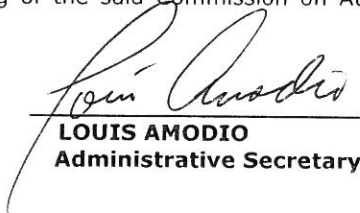
Secretary

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 August 18, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT NO. 18-B-14
"FURNISH AND DELIVER RENTAL UNIFORMS"

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTER-OFFICE MEMO**

DATE: August 10, 2021

FROM: Purchasing Department

TO: L. Amodio
Y. Brisman
Yitzchak Weiss

RE: **Contract # 18-B-14 Furnish & Deliver Rental Uniforms**

The above referenced contract is due to expire 07/17/21. In accordance with the provisions of N.J.S.A. 40:A11 et seq., L 1999, C 440, we have the option to extend this contract for up to another two (2) years.

The current contractor, **Unifirst Corp.**, has agreed to this extension at 0% Increase". The Finance Department has "Certified the Availability of Funds" (documentation attached).

Current contract amount = \$179,980.32

Extension amount = **\$179,980.32**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc:
L. Amodio

8/11/2021

Mail - GLucianin@PVWC.com

RE: PVWC Contract Extension @ 0% Increase

John J. Walker <John_Walker@unifirst.com>

Wed 8/11/2021 12:26 PM

To: Lucianin, Gregg <GLucianin@PVWC.com>;

Yes, we will accept those terms for the extension.

John Walker
General Manager
UniFirst Corporation
54 South Jefferson Road
Whippany NJ 07981
Tel: 973.739.9105
Fax: 973.739.9106
CLICK HERE to see a "UniFirst Plant Tour" video



From: Lucianin, Gregg <GLucianin@PVWC.com>
Sent: Wednesday, August 11, 2021 11:44 AM
To: John J. Walker <John_Walker@unifirst.com>
Subject: PVWC Contract Extension @ 0% Increase

CAUTION: This email originated from outside of UniFirst. Do not click links or open attachments unless you recognize the sender and know the content is safe.

John,

PVWC would like to offer Unifirst Corp. a two year contract extension for 18-B-14 Furnish & Deliver Rental Uniforms at a 0% increase in unit prices from July 17th 2021 to July 16th, 2023.

Please let me know if you except the above terms.

Gregg B Lucianin
Buyer
Passaic Valley Water Commission
1525 Main Ave, Clifton NJ 07011
973-340-4316-P
973-340-5584-F
glucianin@pvwc.com

<https://pvwcmail.pvwc.com/owa/#path=/mail>

PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT NO. 18-B-14
"FURNISH AND DELIVER RENTAL UNIFORMS"

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **18-B-14 - 2 Yr Contract Extension - UNIFIRST CORP.**

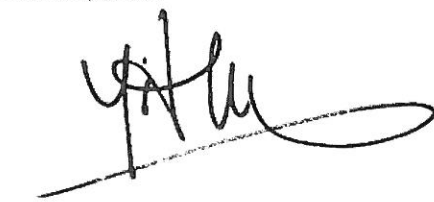
Amount of Project or Contract: \$179,980.32

1. Acct: # 001-0901-419-70-22 Purchases / Services / Uniforms

Specific Appropriation to which expenditures will be charged: Budget 2021/2022/2023

Other comments: Two (2) Year Contract Extension Commencing: August 2021
Furnish and Deliver Rental Uniforms

Date of Certification: 08/10/2021 Certified: \$179,980.32



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

AWARD CONTRACT NO. 21-B-25 ENTITLED
"FURNISH AND DELIVER WATER SERVICE BOXES AND
ROADWAY BOXES"

DATE OF ADOPTION: August 18, 2021

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: LEVINE

WHEREAS, on March 25, 2021 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-11 "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

WHEREAS, immediately after the receipt of bids, all prospective vendors indicated that they could not enter into a two-year contract at the quoted prices due to the instability in the market; and

WHEREAS, PVWC opted not to award the contract and prepared new bid documents for a six-month contract; and

WHEREAS, on July 29, 2021 four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-25 "Furnish and Deliver Water Service Boxes and Roadway Boxes"; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing; 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 Ferguson Enterprises LLC, of Lakewood, New Jersey (the "Awardee") with respect to said bid, based on the total bid price in the amount of \$264,902.00; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and

a copy of the said certification is attached hereto and made a part hereof;

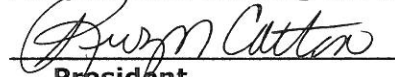
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That Contract No. 21-B-25 "Furnish and Deliver Water Service Boxes and Roadway Boxes" in the total amount of \$264,902.00 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-25 as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
VAN RENSALIER, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
SANCHEZ, R.	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
KOLODZIEJ, J.	<u> N </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </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 August 18, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**AWARD CONTRACT NO. 21-B-25 ENTITLED
"FURNISH AND DELIVER WATER SERVICE BOXES AND
ROADWAY BOXES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CERTIFICATION OF FUNDS**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: July 30, 2021

FROM: Purchasing Department

TO: Louis Amodio
Y. Brisman
Yitzchak Weiss

RE: **Contract # 21-B-25**
Furnish and Deliver Water Service Boxes and Roadway Boxes

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

Of the four (4) bids received, the lowest responsive and responsible proposal was submitted by Ferguson Enterprises., of Lakewood, New Jersey, in the amount of **\$264,902.00**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **21-B-25-** Ferguson Enterprises, LLC

Amount of Project or Contract: \$ 264,902.00

1. Acct: # 001-0000-131-01-00 Inventory

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

Other comments: Six Month (6) Contract Commencing: August 2021
Furnish and Deliver Water Service Boxes and Roadway Boxes

Date of Certification: 07/30/2021 Certified: \$264,902.00



Yitzhak Weiss

Comptroller and Chief Financial Officer

YW:gbl
