



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-86

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: October 13, 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: LEVINE 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:

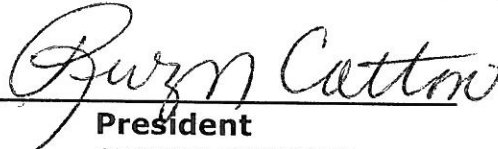
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting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

Second by COMMISSIONER: SANCHEZ Time: 9:46 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, 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 October 13, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 21-87
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: OCTOBER 13, 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: **LEVINE**

Seconded by Commissioner: **SANCHEZ**

WHEREAS, due to the COVID-19 pandemic, many employees were unable to use their annual vacation allotment in 2020; and

WHEREAS, at its meeting on August 12, 2020, PVWC approved Resolution No. 20-119, which permitted the carryover of all of an employee's then-current (2020) unused vacation days, as well as vacation days that the employee may have carried over from prior years; and

WHEREAS, Resolution No. 20-119 provided that Employees must use their entire allotment of carried-over vacation days during calendar year 2021, unless the employee receives written authorization to carry over days to the following year (2022); and

WHEREAS, the Covid-19 pandemic continues to impact PVWC operations and employees' ability to take vacation, thereby increasing the number of earned and unused vacation days.

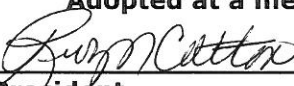
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Accrued vacation days which will not be used by December 31, 2021, will be paid out to the individual employee at their hourly rate, on December 9, 2021.

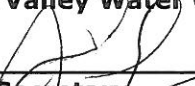
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFF 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 October 13, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 21-88

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: OCTOBER 13, 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: **LEVINE**

Seconded by Commissioner: **VAN RENSA LIER**

WHEREAS, the Passaic Valley Water Commission ("PVWC") solicited bids for Contract 21-B-5—Lead Service Line Replacement in the Main System with a bid opening date of August 26, 2021; and

WHEREAS, the PVWC received nine bids as follows:

Order	Bidder	Bid Price
1	Montana Construction	\$ 33,131,505.00
2	Roman E&G Corp	\$ 35,294,421.00
3	Pacific Construction	\$ 38,232,851.25
4	Spiniello Companies	\$ 42,873,300.00
5	Joseph M Sanzari Inc	\$ 48,610,625.00
6	Underground Utility Corp	\$ 49,821,225.00
7	Shauger	\$ 49,896,350.00
8	Metra	\$ 55,829,250.00
9	Miller Pipeline	\$ 58,710,525.00

; and

WHEREAS, the second (Roman E&G Corp), third (Pacific Construction) and fourth (Spiniello Companies) lowest bidders submitted separate letters to the PVWC protesting any potential award of the contract to the apparent low bidder, Montana Construction; and

WHEREAS, Roman urged the PVWC to reject Montana's bid and award the contract to Roman. Pacific urged the PVWC to reject all bids. Spiniello urged the PVWC to reject all bids lower than theirs and award the contract to Spiniello. Montana responded in writing urging the PVWC to reject the other bidders' arguments and award the contract to Montana as the lowest, responsible bidder; and

WHEREAS, the PVWC scheduled the matter for a bid protest hearing date of September 24, 2021, and allowed the four bidders to make additional submissions explaining their positions by September 21, 2021, which they did; and

WHEREAS, the Hearing took place on September 24, 2021 as scheduled in the main conference room of the PVWC, with counsel and parties present on behalf of Montana (lowest bidder), Roman (second lowest bidder), and Spiniello (fourth lowest bidder); and

WHEREAS, the bidders present at the Hearing put forth good faith arguments in support of their respective positions; and

WHEREAS, the PVWC deliberated for approximately two weeks, considering the bidders' respective positions in detail, both legally and factually, as well as the PVWC's options; and

WHEREAS, during its review of the bid specifications, PVWC concluded that it would be in the best interest of PVWC and its customers to substantially revise the bid specifications and to re-bid the project, thereby rejecting all bids pursuant to N.J.S.A. § 40A:11-13.2d ("The contracting unit wants to substantially revise the specifications for the goods or services") of the Local Public Contracts Law.

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

1. That the Commissioners hereby resolve to reject all bids pursuant to N.J.S.A. § 40A:11-13.2d in connection with the solicitation of Contract No. 21-B-5—Lead Service Line Replacement in the Main System and to proceed with substantially revising the bid documents for the purpose of rebidding same.
2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute

such documents as are necessary to implement the terms
and intentions of this Resolution as set forth hereinabove.

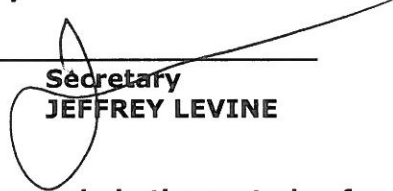
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

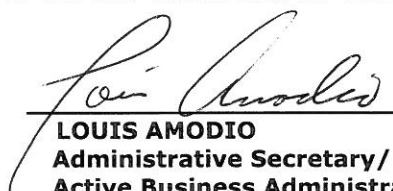


Secretary
JEFFREY LEVINE

**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 October 13, 2021.



LOUIS AMODIO
**Administrative Secretary/
Active Business Administrator**

RESOLUTION: 21-89
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: OCTOBER 13, 2021, 2021

Introduced by Commissioner: LEVINE

Seconded by Commissioner: VAN RENSALIER

WHEREAS, the Passaic Valley Water Commission ("PVWC") owns many easements which the PVWC has never used or developed, and do not contain any pipelines or other infrastructure belonging to the PVWC, and which the PVWC does not expect to ever use or develop in the future ("undeveloped easements"); and

WHEREAS, most if not all of the undeveloped easements are of no value to the PVWC, in the opinion of the Engineering Department, for any one or more of the following reasons: (i) the easement is disjointed and not connected to a contiguous line of easements such that the PVWC would have to acquire more easements before it could make practical use of same, and/or (ii) the easement was acquired long ago for plans that never materialized or were abandoned; ; and

WHEREAS, undeveloped easements create needless work for the PVWC frequently in cases where developers wish to develop or repair property in the vicinity of an undeveloped easement requiring the developer to seek review of the plans from the PVWC's Engineering Department; and

WHEREAS, the PVWC believes that it is in its best interest to divest the PVWC's interest in valueless undeveloped easements in whatever manner is both effective and protects the PVWC from any further involvement and/or liability in connection with same; and

WHEREAS, the Engineering Department, Maintenance Department and Distribution Department will review each easement to confirm that it has no value to the PVWC before recommending that it be divested in accordance herewith; and

WHEREAS, the PVWC expects divestment of undeveloped easements to take multiple conveyances and time to complete; and

WHEREAS, the PVWC will arrange wherever possible to ensure that the labor and costs entailed in divesting an easement, including but not limited to title searches, preparing documents, and filing fees, are borne by the Developer, adjacent easement holder, fee simple title owner to property, or other interested party, while receiving indemnification from past or future liability.

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

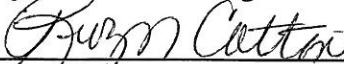
1. That the Commissioners hereby resolve to divest the PVWC's interest in valueless undeveloped easements in whatever manner is both effective and protects the PVWC from any further involvement and/or liability in connection with same.
2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to identify such easements, choose the appropriate means for conveyance, arrange for all labor and costs entailed in the conveyance to be borne by another party, and implement the terms and intentions of this Resolution as set forth hereinabove.
3. The PVWC shall prioritize conveyance over common law abandonment.
4. When such an easement runs alongside another water purveyors water pipeline, the PVWC shall explore conveyance of such easement to that entity before offering to convey the easement to any other person or entity.

5. This Resolution shall remain in effect until all undeveloped easements having no value to the PVWC are conveyed or abandoned.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY COTTON



Secretary
JEFFREY LEVINE

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

RESOLUTION: 21-90
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**AWARD CONTRACT NO. 21-B-24 ENTITLED
"DISCHARGE PIPING MODIFICATIONS FOR THE
HYDROCYCLONE SYSTEM"**

DATE OF ADOPTION: OCTOBER 13, 2021

Introduced by Commissioner: KOLODZIEJ

Seconded by Commissioner: VAN RENSALIER

WHEREAS, on September 23, 2021, four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-B-24 entitled "Discharge Piping Modifications for the Hydrocyclone System"; and

WHEREAS, said bid has been reviewed by the Executive Director, Director of Engineering and Director of Purchasing; 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 lowest responsible, responsive bid submitted for this contract was that of Allied Construction Group of Parlin New Jersey (the "Awardee") with respect to said bid in the amount of \$227,000.00; 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:

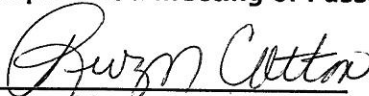
1. That Contract No. 21-B-24 "Discharge Piping Modifications for the Hydrocyclone System" in the total amount of \$227,000.00 in connection with the above described goods and services is hereby awarded to the Awardee; and

2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 21-B-24 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> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </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

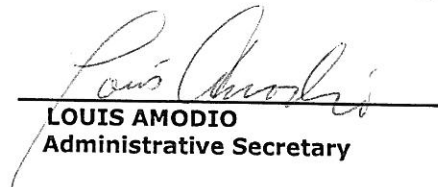


Secretary
JEFFREY LEVINE

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 October 13, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: October 5, 2021

FROM: Purchasing Department

TO: Louis Amodio
Yaacov Brisman
Yitzchak Weiss

RE: Contract # 21-B-24 "Discharge Piping Modification for the
Hydrocyclone System"

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 **Allied Construction Group**, of Parlin, New Jersey, in the amount of **\$227,000.00**.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

Discharge Piping Modifications for the Hydrocyclone System
Contract #21-B-24
Bid Tabulation Evaluation
Bid Opening Date: 9/23/21

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Allied Construction Group 499 Washington Road Parlin, NJ 08859	Certified Check	\$227,000.00	xx Business Registration Cert.
	Cashier's Check		xx PVWC Consent of Surety
	Bid Bond - 10%		xx Other Consent of Surety
	Not to Exceed - \$20K		xx Public Works Cont. Cert.
Iron Hills Construction Co., Inc. 17 Alpine Drive Wayne, NJ 07470	Certified Check	\$319,000.00	xx EEO
	Cashier's Check		xx Business Registration Cert.
	Bid Bond - 10%		xx PVWC Consent of Surety
	Not to Exceed - \$20K		xx Other Consent of Surety
BR Welding Inc. 3 Brook Road Howell, NJ 07731	Certified Check	\$322,000.00	xx Public Works Cont. Cert.
	Cashier's Check		xx EEO
	Bid Bond - 10%		xx Business Registration Cert.
	Not to Exceed - \$20K		xx PVWC Consent of Surety
A&J Construction 5026 Industrial Road Farmingdale, NJ 07727	Certified Check	\$553,440.00	xx Other Consent of Surety
	Cashier's Check		xx Public Works Cont. Cert.
	Bid Bond - 10%		xx EEO
	Not to Exceed - \$20K		xx Business Registration Cert.
	Certified Check		xx PVWC Consent of Surety
	Cashier's Check		xx Other Consent of Surety
	Bid Bond		xx Public Works Cont. Cert.
	Not to Exceed		xx EEO
	Certified Check		xx Business Registration Cert.
	Cashier's Check		xx PVWC Consent of Surety
	Bid Bond		xx Other Consent of Surety
	Not to Exceed		xx Public Works Cont. Cert.
	Certified Check		xx EEO
	Cashier's Check		xx Business Registration Cert.
	Bid Bond		xx PVWC Consent of Surety
	Not to Exceed		xx Other Consent of Surety
	Certified Check		xx Public Works Cont. Cert.
	Cashier's Check		xx EEO
	Bid Bond		xx Business Registration Cert.
	Not to Exceed		xx PVWC Consent of Surety

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-24 - Allied Construction Group**

Amount of Project or Contract: \$ 227,000.00

1. Acct: # 001-0901-419-95-06 Capital / Equipment & Machinery

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

Other comments: One Year Contract Commencing: October 2021
Discharge Piping Modification for the Hydrocyclone System

Date of Certification: 10/05/2021 Certified: \$ 227,000.00


Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION # 21- 91

**PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH PASSAIC COUNTY FOR THE ELIMINATION OF THE
STORM SEWER ENCROACHMENT AT PVWC'S 51-INCH
TRANSMISSION MAIN ON VALLEY ROAD AT ROBIN HOOD ROAD,
CLIFTON, NEW JERSEY**

DATE OF ADOPTION: OCTOBER 13, 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, Purchasing and Finance Departments.

Introduced by Commissioner: KOŁODZIEJ

Seconded by Commissioner: VAN RENSALIER

WHEREAS, the Passaic Valley Water Commission (PVWC) desires to enter into an agreement with the County of Passaic (herein "the County") to eliminate the encroachment of the County's 30-inch storm sewer and manhole chamber at PVWC's 51-inch transmission main on Valley Road at Robin Hood Road, City of Clifton, Passaic County; and

WHEREAS, PVWC's existing 51-inch transmission main is a vital component of PVWC's transmission system that provides clean drinking water to over 800,000 people and must be preserved; and

WHEREAS, at PVWC's request, the County agreed to design for the relocation of the storm sewer piping and appurtenances and obtain Proposals for conducting all required Work from the NJDOT's contractor, Union Paving & Construction Co., Inc. (UPC) and the County's on-call sewer contractor, Online Contracting, Inc. (Online); and

WHEREAS, the County's contractor, Online submitted the Proposal for relocating the encroaching storm sewer with the lowest not-to-exceed amount of \$200,000.00; and

WHEREAS, PVWC hereby agrees to pay the County for 50% of the costs associated with the elimination of the storm sewer encroachment from PVWC's transmission main, which terms are set forth in the form of agreement (the "Agreement"), a copy of which, along with

other relevant correspondence is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, additionally, the PVWC has agreed to provide all required 16-inch Class 54 ductile iron pipe and gaskets, about 200 linear feet total, and will allow Online to dispose of all trench spoils at the Great Notch Soil Transfer Site on Reservoir Drive in Woodland Park where PVWC shall be responsible for the disposal of all trench spoils, concrete and asphalt under PVWC's existing disposal services contract, Contract 19-B-18; and

WHEREAS, a copy of the Director of Engineering's memorandum dated October 8, 2021, is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, PVWC and the County have determined that the public health, safety, and welfare of Customers of PVWC and residents of the County 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 County to enter into 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 County 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; and

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

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

1. That the Agreement with Passaic County for the County to have relocation and replacement of the County's 30-inch storm sewer and manhole chamber that is currently encroaching on PVWC's 51-inch transmission main on Valley Road at Robin Hood Road be performed by the County's Contractor under the County's Contract is hereby authorized and approved.
2. That reimbursement to the County shall be as set forth hereinabove and in the Agreement.
3. 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.
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 and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of PVWC.

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 October 13, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR THE ELIMINATION OF THE STORM SEWER
ENCROACHMENT AT PVWC'S 51-INCH TRANSMISSION MAIN ON
VALLEY ROAD AT ROBIN HOOD ROAD, CLIFTON, NEW JERSEY**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 8, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 8, 2021

To: Hon. Commissioners

From: P. Porcaro

C: L. Amodio
Y. Brisman

Re: Resolution Authorizing a Shared Services Agreement with Passaic County for the elimination of the storm sewer encroachment at PVWC's 51-inch transmission main on Valley Road at Robin Hood Road

It is recommended that PVWC enter into an agreement with the County of Passaic (herein "the County") to eliminate the encroachment of the County's 30-inch storm sewer and manhole chamber at PVWC's 51-inch transmission main on Valley Road at Robin Hood Road, City of Clifton, Passaic County.

PVWC's existing 51-inch transmission main is a vital component of PVWC's transmission system that provides clean drinking water to over 800,000 people and must be preserved.

At PVWC's request, the County agreed to design for the relocation of the storm sewer piping and appurtenances and obtain Proposals for conducting all required Work from the NJDOT's contractor, Union Paving & Construction Co., Inc. (UPC) and the County's on-call sewer contractor, Online Contracting, Inc. (Online).

A copy of the site plan and construction details depicting this project is attached as Appendix A to the form of shared services agreement with the County in Exhibit B referenced below.

The County's contractor, Online submitted the Proposal for relocating the encroaching storm sewer with the lowest not-to-exceed amount of \$200,000.00.

It is recommended that PVWC agrees to pay the County for 50% of the costs associated with the elimination of the storm sewer encroachment from PVWC's transmission main, which terms are set forth in the form of agreement (the "Agreement"), a copy of which, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit B.

It is also recommended that PVWC provides all required 16-inch Class 54 ductile iron pipe and gaskets, about 200 linear feet total, and will allow Online to dispose of all trench spoils at the Great Notch Soil Transfer Site on Reservoir Drive in Woodland Park where PVWC shall be responsible for the disposal of all trench spoils, concrete and asphalt under PVWC's existing disposal services contract, Contract 19-B-18.

Subject to review and approval by the Law Department, as to form and legality, it is recommended that the Shared Services Agreement with the County of Passaic be authorized and approved.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR THE ELIMINATION OF THE STORM SEWER
ENCROACHMENT AT PVWC'S 51-INCH TRANSMISSION MAIN ON
VALLEY ROAD AT ROBIN HOOD ROAD, CLIFTON, NEW JERSEY**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR THE ELIMINATION OF THE STORM SEWER ENCROACHMENT
AT PVWC'S 51-INCH TRANSMISSION MAIN ON VALLEY ROAD AT ROBIN HOOD
ROAD, CLIFTON, NEW JERSEY**

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 "PVWC", and the County of Passaic with its principal offices located at 401 Grand Street, Paterson, New Jersey 07505, which County is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "County" (PVWC and County are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the PVWC operates a system of water distribution including, inter alia within the geographic limits of the County (hereinafter the "System"), and provides water to the Customers within the County; and

WHEREAS, the PVWC desires to enter into an agreement with the County to eliminate the encroachment of the County's 30-inch storm sewer and manhole chamber at PVWC's 51-inch transmission main on Valley Road at Robin Hood Road, City of Clifton, Passaic County; and

WHEREAS, PVWC's existing 51-inch transmission main is a vital component of PVWC's transmission system that provides clean drinking water to over 800,000 people and must be preserved; and

WHEREAS, at PVWC's request, the County agreed to design for the relocation of the storm sewer piping and appurtenances and obtain Proposals for conducting all required Work from the NJDOT's contractor, Union Paving & Construction Co., Inc. (UPC) and the County's on-call sewer contractor, Online Contracting, Inc. (Online); and

WHEREAS, a copy of the site plan and construction details depicting this project is attached hereto and made a part hereof as Appendix A; and

WHEREAS, the County's contractor, Online submitted the Proposal for relocating the encroaching storm sewer with the lowest not-to-exceed amount of \$200,000.00; and

WHEREAS, the PVWC and the County have mutually agreed to enter into the Agreement for the Project (as specified herein), where PVWC hereby agrees to pay the County for 50% of the costs associated with the elimination of the storm sewer encroachment from PVWC's transmission main; and

WHEREAS, additionally, the PVWC has agreed to provide all required 16-inch Class 54 ductile iron pipe and gaskets, about 200 linear feet total, and will allow Online to dispose of all trench spoils at the Great Notch Soil Transfer Site on Reservoir Drive in Woodland Park where PVWC shall be responsible for the disposal of all trench spoils, concrete and asphalt under PVWC's existing disposal services contract, Contract 19-B-18; and

WHEREAS, the PVWC and the County will adopt reciprocal Resolutions authorizing the sharing of the cost for the work; and

WHEREAS, the agreement is 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;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Commission, each for itself, its 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 County and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"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 "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 duly adopted resolutions, 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) 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".

"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 County.

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

The Commission's 60-inch transmission main will be installed by the County's contractor on the County's West Belt Extension and Fairfield Road as depicted on the drawing prepared by Passaic Valley Water Commission dated July 6, 2018, titled "Proposed 60" Diameter Water Main Relocation" and in accordance with the obligations of the Parties, and a copy of the portion of said Drawing pertaining to the Commission's water main relocation Work is attached hereto and made a part hereof as Attachment A.

The County's Contractor will furnish and install all necessary materials associated with the 60-inch transmission main relocation and appurtenant work, including without implied limitation piping, valves, fittings, flow meter and other appurtenances.

ARTICLE III AFFIRMATIVE ACTION REQUIREMENTS

SECTION 301 Affirmative Action

During the Term of the Agreement, each Party shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Each Party shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. Each Party shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the said Party setting forth the provisions of this nondiscrimination clause.

1. Each Party shall, where applicable, 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, sex, affectional or sexual orientation.
2. Each Party shall, where applicable, 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 said Party advising the labor union or workers' representative of the said Party's commitments under the law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. Each Party shall comply with the regulations promulgated by the State Treasurer pursuant to P.L. 1975, c.127, as such regulations were in effect on October 1, 1998 and to any other regulations promulgated by the State of New Jersey during the Term of this Agreement and the Americans with Disabilities Act.
4. Each Party shall attempt in good faith to employ minority and female workers consistent with the applicable employment goals prescribed by N.J.A.C. 17:27-5.2, or later revisions thereto, as promulgated by the

Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmation Action Office pursuant to N.J.A.C. 17:27-5.2, or later revision thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

5. Each Party shall inform in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. Each Party shall revise 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 Federal law and applicable Federal court decisions.
7. Each Party shall review all procedures related 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, sex, affectional or sexual orientation, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECTION 302 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 IV INSURANCE REQUIREMENTS

SECTION 401 Comprehensive General Liability Insurance

During the Term of this Agreement, the County 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 County, or any subcontractor or agent or anyone directly or indirectly employed by the County, or any and all of the County's subcontractors. The policy limits for such insurance shall be not less than \$1,000,000. 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 402 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 403 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 404 Right to Subrogation

Each insurance policy required as set forth in this Article IV shall provide that neither the County, nor any of the County's insurers, shall have any rights to subrogation against the Commission.

ARTICLE V DEFAULT AND REMEDIES

SECTION 501 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, or Parties. An Event of Default includes, but is not limited to, failure by the Commission to make payments of amounts due and payable to the County within thirty (30) days following written notice from the County. 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 502 Obligation to Perform

Notwithstanding termination pursuant to Article VI, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The County 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 503 Non-Waiver

1. The failure of any Party, or Parties, to this Agreement, at any time, to enforce its, or their, 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 County 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 County with respect to the Services performed pursuant to this Agreement.

**ARTICLE VI
EVENT OF FORCE MAJEURE**

SECTION 601 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 County or which materially impacts the terms, conditions and obligations affecting performance of any Party, or Parties, will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE VII
INDEMNIFICATION**

SECTION 701 Indemnification

Each Party shall defend, indemnify and save harmless the other Party, and the other Party'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 County) resulting from any negligent act or omission or from the willful misconduct of either both Parties, or any of their officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE VIII
MISCELLANEOUS**

SECTION 801 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties hereby consent to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

SECTION 802 Arbitration

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 the County and the Commission. 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.

SECTION 803 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 either Party possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, said Party shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

SECTION 804 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 the Party's performance obligations under this Agreement.

SECTION 805 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof; all 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, and duly authorized by the appropriate governing bodies.

SECTION 806 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 807 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 808 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 809 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 810 Notices

All notices and other communications given by any 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. Any 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 811 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.

WITNESS:

COUNTY OF PASSAIC

By: _____ By: _____

WITNESS:

PASSAIC VALLEY WATER COMMISSION

By: _____ By: _____
LOUIS AMODIO RUBY N. COTTON
Administrative Secretary 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, the Grantee 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 Board of Commissioners 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 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 _____ who, being by me duly sworn on his/her oath, depose and made proof to my satisfaction, that he/she is the _____ of the County of Passaic, a Public Body of the State of New Jersey, the Grantee named in the within instrument; that _____ is the _____ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the _____ 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 _____, 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

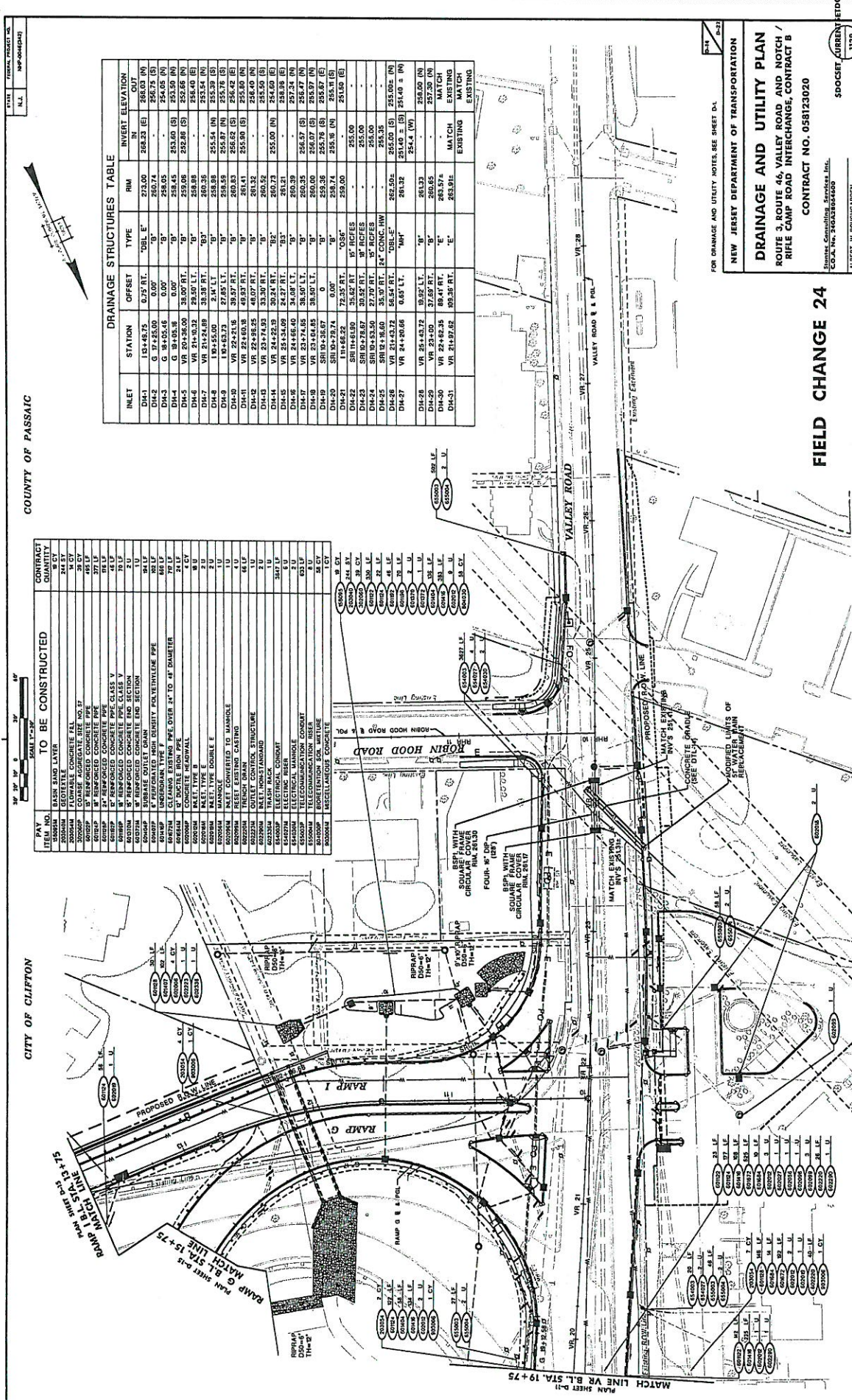
PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR THE ELIMINATION OF THE STORM SEWER
ENCROACHMENT AT PVWC'S 51-INCH TRANSMISSION MAIN ON
VALLEY ROAD AT ROBIN HOOD ROAD, CLIFTON, NEW JERSEY**

**PROPOSED SITE PLAN AND CONSTRUCTION DETAILS
PREPARED BY PASSAIC COUNTY / NJDOT'S CONSULTANT
PERTAINING TO THE STORM SEWER
RELOCATION WORK**

APPENDIX A

DRAINAGE STRUCTURES TABLE					
INLET	STATION	OFFSET	TYPE	RIM	INVERT ELEVATION
DH-1	13+40.75	0.95' RT	"90L E"	213.00	262.22 (N)
DH-2	G 17+42.00	0.00"	"90L E"	250.74	266.75 (S)
DH-3	G 18+05.46	0.00"	"9"	258.05	264.05 (S)
DH-4	G 20+36.50	35.00' RT	"9"	258.45	253.00 (N)
DH-5	G 21+36.50	35.00' RT	"9"	259.05	252.66 (S)
DH-6	VA 21+10.32	29.00' LT	"9"	258.88	258.40 (E)
DH-7	VA 21+22.00	3.94' LT	"9"	259.19	258.54 (S)
DH-8	19+16.73	27.85' LT	"9"	259.58	255.54 (N)
DH-9	VR 22+2+16	39.00' RT	"9"	260.63	256.67 (E)
DH-10	VR 22+2+16	40.97' RT	"9"	261.41	255.80 (N)
DH-11	VR 22+86.25	45.00' RT	"9"	261.32	255.40 (N)
DH-12	VR 22+86.25	45.00' RT	"9"	260.92	254.60 (E)
DH-13	VA 23+74.60	33.31' RT	"93"	261.31	255.00 (N)
DH-14	VA 23+74.60	24.37' RT	"93"	261.31	254.60 (E)
DH-15	VA 24+66.40	34.00' LT	"9"	260.39	257.24 (N)
DH-16	VR 23+74.65	38.50' LT	"9"	259.25	255.57 (N)
DH-17	VR 23+74.65	38.50' LT	"9"	260.00	255.97 (N)
DH-18	SR10+35.67	0.00"	"9"	255.36	253.78 (E)
DH-19	SR10+35.67	0.00"	"9"	255.36	253.78 (E)
DH-20	11R+61.92	72.35' RT	"QSB"	259.00	251.50 (E)
DH-21	11R+61.92	72.35' RT	"15' RGFES	-	255.00
DH-22	SR10+76.50	70.52' RT	"15' RGFES	-	255.00
DH-23	SR10+76.50	27.70' RT	"15' RGFES	-	255.00
DH-24	SR12+16.60	64.00' RT	"24' CONC.HW	260.92	255.35
DH-25	VA 24+54.72	35.85' LT	"9"	261.32	254.00 (N)
DH-26	VA 24+54.72	6.85' LT	"9"	261.32	254.00 (N)
DH-27	VA 25+45.76	19.92' LT	"9"	261.33	254.4 (W)
DH-28	VR 23+2+30	88.87' RT	"9"	260.65	256.00 (N)
DH-29	VR 23+2+30	89.87' RT	"9"	260.57	257.30 (N)
DH-30	VR 21+27.65	69.30' RT	"E"	263.91	WATCH EXISTING

[illegible]

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH PASSAIC
COUNTY FOR THE ELIMINATION OF THE STORM SEWER
ENCROACHMENT AT PVWC'S 51-INCH TRANSMISSION MAIN ON
VALLEY ROAD AT ROBIN HOOD ROAD, CLIFTON, NEW JERSEY**

FINANCIAL CERTIFICATION SHEET

EXHIBIT C

RESOLUTION # 21- 92

**PASSAIC VALLEY WATER COMMISSION
RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE BOROUGH OF LODI FOR THE RESURFACING OF
MARION PEPE DRIVE, MARY STREET (FROM MARION PEPE DRIVE
TO GROVE STREET), LOGAN PLACE AND NORWOOD AVENUE (FROM
MARION PEPE DRIVE TO GROVE STREET), BOROUGH OF LODI,
BERGEN COUNTY, NEW JERSEY**

DATE OF ADOPTION: OCTOBER 13, 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, Purchasing and Finance Departments.

Introduced by Commissioner: KOŁODZIEJ

Seconded by Commissioner: VAN RENSALIER

WHEREAS, Commission operates a system of water distribution including, inter alia within the geographic limits of the Borough of Lodi and provides water to the Customers within the borough; and

WHEREAS, the Passaic Valley Water Commission (PVWC) desires to enter into an agreement with the Borough of Lodi (herein "LODI") to resurface various roads within the borough; and

WHEREAS, PVWC installed over 4,200 linear feet of water main in Lodi on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue under Contract 20-B-35; and

WHEREAS, PVWC is responsible for the maintenance (including resurfacing) of any capital improvement utility road openings and LODI is responsible for the maintenance (including resurfacing) all local municipal roadways within the borough; and

WHEREAS, D&L Paving Contractors, Inc. (D&L Paving) currently has the roadway pavement restoration contract with PVWC under Contract 20-B-17; and

WHEREAS, PVWC plans to utilize D&L Paving's contract to resurface the utility trenches on the Lodi roadways where PVWC performed capital improvements under Contract 20-B-35; and

WHEREAS, LODI has determined that resurfacing improvements are warranted on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue; and

WHEREAS, PVWC and LODI wish to utilize D&L Paving's contract with PVWC to jointly complete the asphalt roadway resurfacing on each entity's responsibility of the roadways for maintenance purposes; and

WHEREAS, the costs of the milling and paving shall be split 55% / 45% by PVWC and LODI respectively, based on the area of disturbance associated with PVWC's water main replacement contract, which terms are set forth in the form of agreement (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the total costs for executing Work was estimated to be \$135,000.00, with about \$61,000.00 to be reimbursed to PVWC; and

WHEREAS, a copy of the Director of Engineering's memorandum dated October 8, 2021, is attached hereto and made a part hereof as Exhibit A; and

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

WHEREAS, PVWC and LODI have determined that the public health, safety, and welfare of Customers of PVWC and residents of Lodi 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 County to enter into 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 LODI 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; and

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

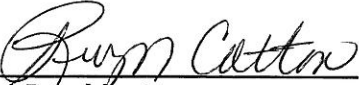
NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That the Agreement with LODI where PVWC performed capital improvements on various roads under Contract 20-B-35 be performed by PVWC's Contractor under the existing roadway pavement restoration contract under Contract 20-B-17 is hereby authorized and approved.
2. That reimbursement to PVWC shall be as set forth hereinabove and in the Agreement.
3. 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.
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 and Agreement shall be placed on file and made available for public inspection at the office of the Administrative Secretary of PVWC.

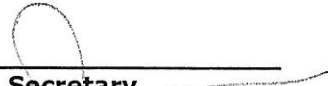
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

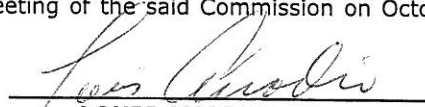


Secretary
JEFFREY LEVINE

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 October 13, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LODI
FOR THE RESURFACING OF MARION PEPE DRIVE, MARY STREET
(FROM MARION PEPE DRIVE TO GROVE STREET), LOGAN PLACE
AND NORWOOD AVENUE (FROM MARION PEPE DRIVE TO GROVE
STREET), BOROUGH OF LODI, BERGEN COUNTY, NEW JERSEY**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED OCTOBER 8, 2021**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 8, 2021

To: Hon. Commissioners

From: P. Porcaro

C: L. Amodio
Y. Brisman

Re: Resolution Authorizing a Shared Services Agreement with the Borough of Lodi for the Resurfacing of Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue, Borough of Lodi, Bergen County, New Jersey

It is recommended that PVWC enter into an agreement with the Borough of Lodi (herein "LODI") to resurface various roads within the borough.

PVWC installed over 4,200 linear feet of water main in Lodi on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue under Contract 20-B-35.

PVWC is responsible for the maintenance (including resurfacing) of any capital improvement utility road openings and LODI is responsible for the maintenance (including resurfacing) all local municipal roadways within the borough.

D&L Paving Contractors, Inc. (D&L Paving) currently has the roadway pavement restoration contract with PVWC under Contract 20-B-17.

PVWC plans to utilize D&L Paving's contract to resurface the utility trenches on the Lodi roadways where PVWC performed capital improvements under Contract 20-B-35.

LODI has determined that resurfacing improvements are warranted on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue.

PVWC and LODI wish to utilize D&L Paving's contract with PVWC to jointly complete the asphalt roadway resurfacing on each entity's responsibility of the roadways for maintenance purposes.

It is recommended that the costs of the milling and paving shall be split 55% / 45% by PVWC and LODI respectively, based on the area of disturbance associated with PVWC's water main replacement contract, which terms are set forth in the form of agreement (the "Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit B.

Subject to review and approval by the Law Department, as to form and legality, it is recommended that the Shared Services Agreement with the County of Passaic be authorized and approved.

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LODI
FOR THE RESURFACING OF MARION PEPE DRIVE, MARY STREET
(FROM MARION PEPE DRIVE TO GROVE STREET), LOGAN PLACE
AND NORWOOD AVENUE (FROM MARION PEPE DRIVE TO GROVE
STREET), BOROUGH OF LODI, BERGEN COUNTY, NEW JERSEY**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LODI
FOR THE RESURFACING OF MARION PEPE DRIVE, MARY STREET
(FROM MARION PEPE DRIVE TO GROVE STREET), LOGAN PLACE
AND NORWOOD AVENUE (FROM MARION PEPE DRIVE TO GROVE
STREET), BOROUGH OF LODI, BERGEN COUNTY, NEW JERSEY**

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 "PVWC", and the Borough of Lodi with its principal offices located at 1 Memorial Drive, Lodi, New Jersey 07644, which borough is a Municipal Corporation of the State of New Jersey, hereinafter referred to as "LODI" (PVWC and LODI are also individually referred to herein as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, the Commission operates a system of water distribution including, inter alia within the geographic limits of the Borough of Lodi and provides water to the Customers within the borough; and

WHEREAS, the PVWC desires to enter into an agreement with the Borough of Lodi (herein "LODI") to resurface various roads within the borough; and

WHEREAS, PVWC installed over 4,200 linear feet of water main in Lodi on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue under Contract 20-B-35; and

WHEREAS, PVWC is responsible for the maintenance (including resurfacing) of any capital improvement utility road openings and LODI is responsible for the maintenance (including resurfacing) all local municipal roadways within the borough; and

WHEREAS, D&L Paving Contractors, Inc. (D&L Paving) currently has the roadway pavement restoration contract with PVWC under Contract 20-B-17; and

WHEREAS, PVWC plans to utilize D&L Paving's contract to resurface the utility trenches on the Lodi roadways where PVWC performed capital improvements under Contract 20-B-35; and

WHEREAS, LODI has determined that resurfacing improvements are warranted on Marion Pepe Drive, Mary Street, Logan Place and Norwood Avenue; and

WHEREAS, PVWC and LODI wish to utilize D&L Paving's contract with PVWC to jointly complete the asphalt roadway resurfacing on each entity's responsibility of the roadways for maintenance purposes; and

WHEREAS, PVWC and Lodi agree that the limits of this joint curb-to-curb road resurfacing project is defined by extents of the PVWC Contract 20-B-35 capital improvement project; and

WHEREAS, The work shall include excavation (milling) of 2 inches of existing asphalt, 2 inches of top paving and restoration of any line striping; and

WHEREAS, the Commission and the County have mutually agreed to enter into the Agreement for the Project (as specified herein), where the costs of the milling and paving shall be split 55% / 45% by PVWC and LODI respectively, based on the area of disturbance associated with PVWC's water main replacement contract; and

WHEREAS, the total costs for executing Work was estimated to be \$135,000.00, with about \$61,000.00 to be reimbursed to PVWC; and

WHEREAS, all other costs of the project, the Parties agree to share equally at fifty (50%) percent of the final total costs. The Commission as administrator for the paving contractor agrees to pay the costs of the project with LODI reimbursing PVWC for fifty (50%) of the final total project costs; and

WHEREAS, upon presentation of a bill or voucher by PVWC, LODI agrees to reimburse PVWC within 30 days, for the documented quantities for the milling

and paving of the roadways specified in said Agreement. The unit costs for reimbursement shall be the unit prices from the PVWC Contract 20-B-17; and

WHEREAS, PVWC and LODI will adopt reciprocal Resolutions authorizing the sharing of the cost for the work; and

WHEREAS, the agreement is 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;

NOW THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Commission, each for itself, its 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 County and the Commission, and any and all modifications, alterations, amendments and supplements hereto which may be made by mutual agreement of the Parties.

"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 "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 duly adopted resolutions, 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) 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".

"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 County.

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

The Commission's 60-inch transmission main will be installed by the County's contractor on the County's West Belt Extension and Fairfield Road as depicted on the drawing prepared by Passaic Valley Water Commission dated July 6, 2018, titled "Proposed 60" Diameter Water Main Relocation" and in accordance with the obligations of the Parties, and a copy of the portion of said Drawing pertaining to the Commission's water main relocation Work is attached hereto and made a part hereof as Attachment A.

The County's Contractor will furnish and install all necessary materials associated with the 60-inch transmission main relocation and appurtenant work, including without implied limitation piping, valves, fittings, flow meter and other appurtenances.

ARTICLE III AFFIRMATIVE ACTION REQUIREMENTS

SECTION 301 Affirmative Action

During the Term of the Agreement, each Party shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Each Party shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. Each Party shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the said Party setting forth the provisions of this nondiscrimination clause.

1. Each Party shall, where applicable, 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, sex, affectional or sexual orientation.

2. Each Party shall, where applicable, 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 said Party advising the labor union or workers' representative of the said Party's commitments under the law and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. Each Party shall comply with the regulations promulgated by the State Treasurer pursuant to P.L. 1975, c.127, as such regulations were in effect on October 1, 1998 and to any other regulations promulgated by the State of New Jersey during the Term of this Agreement and the Americans with Disabilities Act.
4. Each Party shall attempt in good faith to employ minority and female workers consistent with the applicable employment goals prescribed by N.J.A.C. 17:27-5.2, or later revisions thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmation Action Office pursuant to N.J.A.C. 17:27-5.2, or later revision thereto, as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
5. Each Party shall inform in writing, appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
6. Each Party shall revise 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 Federal law and applicable Federal court decisions.
7. Each Party shall review all procedures related 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, sex, affectional or sexual orientation, and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECTION 302 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 IV INSURANCE REQUIREMENTS

SECTION 401 Comprehensive General Liability Insurance

During the Term of this Agreement, the County 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 County, or any subcontractor or agent or anyone directly or indirectly employed by the County, or any and all of the County's subcontractors. The policy limits for such insurance shall be not less than \$1,000,000. 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 402 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 403 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 404 Right to Subrogation

Each insurance policy required as set forth in this Article IV shall provide that neither the County, nor any of the County's insurers, shall have any rights to subrogation against the Commission.

ARTICLE V DEFAULT AND REMEDIES

SECTION 501 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, or Parties. An Event of Default includes, but is not limited to, failure by the Commission to make payments of amounts due and payable to the County within thirty (30) days following written notice from the County. 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 502 Obligation to Perform

Notwithstanding termination pursuant to Article VI, each of the Parties shall be obligated to fully perform the services required by this Agreement through the date of termination. The County 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 503 Non-Waiver

1. The failure of any Party, or Parties, to this Agreement, at any time, to enforce its, or their, 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 County 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 County with respect to the Services performed pursuant to this Agreement.

**ARTICLE VI
EVENT OF FORCE MAJEURE**

SECTION 601 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 County or which materially impacts the terms, conditions and obligations affecting performance of any Party, or Parties, will justify an equitable adjustment that increases or decreases the price for performance of Services.

**ARTICLE VII
INDEMNIFICATION**

SECTION 701 Indemnification

Each Party shall defend, indemnify and save harmless the other Party, and the other Party'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 County) resulting from any negligent act or omission or from the willful misconduct of either both Parties, or any of their officers, agents or employees. The obligations set forth herein shall survive termination, expiration or rescission of the Agreement.

**ARTICLE VIII
MISCELLANEOUS**

SECTION 801 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties hereby consent to the jurisdiction of the courts or administrative tribunals of the State of New Jersey or the United States District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

SECTION 802 Arbitration

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 the County and the Commission. 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.

SECTION 803 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 either Party possess any licenses, permits or approvals issued by the State of New Jersey or any other governmental body, said Party shall procure and maintain any and all such licenses, permits or approvals during the Term of the Agreement.

SECTION 804 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 the Party's performance obligations under this Agreement.

SECTION 805 Merger Clause

This Agreement constitutes and expresses the complete Agreement and entire understanding of the Parties hereto with reference to the subject matter hereof; all 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, and duly authorized by the appropriate governing bodies.

SECTION 806 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 807 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 808 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 809 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 810 Notices

All notices and other communications given by any 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. Any 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 811 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.

WITNESS: **BOROUGH OF LODI**

By: _____ By: _____

WITNESS: **PASSAIC VALLEY WATER COMMISSION**

By: _____ By: _____
LOUIS AMODIO RUBY N. COTTON
Administrative Secretary 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, the Grantee 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 Board of Commissioners 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 Public Body of the State of New Jersey, the Grantee named in the within instrument; that _____ is the _____ of said Public Body; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the _____ 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 _____, 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

PASSAIC VALLEY WATER COMMISSION

**SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LODI
FOR THE RESURFACING OF MARION PEPE DRIVE, MARY STREET
(FROM MARION PEPE DRIVE TO GROVE STREET), LOGAN PLACE
AND NORWOOD AVENUE (FROM MARION PEPE DRIVE TO GROVE
STREET), BOROUGH OF LODI, BERGEN COUNTY, NEW JERSEY**

FINANCIAL CERTIFICATION SHEET

EXHIBIT C