



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-93

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 10, 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: SANCHEZ 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:

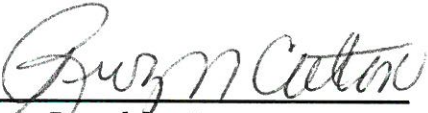
- 1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
- 2. It is anticipated at this time that the above-stated subject matters will be ratified During public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

Second by COMMISSIONER: DEPADUA Time: 10:07 AM

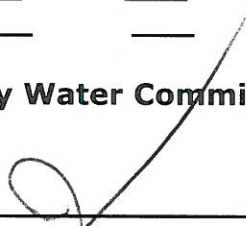
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 November 10, 2021.

A handwritten signature in blue ink, which appears to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary

RESOLUTION NUMBER: 21-97

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT (22LJJFA29)
WITH USGS**

DATE OF ADOPTION: NOVEMBER, 10TH 2021

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated September 3, 2021 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2022, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, monitoring and data collection includes utilization of a continuous-record discharge gauging station with data collection platform (for the Passaic River at Little Falls, New Jersey); continuous-record annual peak stage only with data collection platform (for Passaic River above Beatties Dam at Little Falls, New Jersey) to monitor minimum passing flow; and continuous-record 6-parameter water-quality monitor with data collection platform water temperature, specific conductance, dissolved oxygen, percent saturation, pH, and turbidity (for tap water at Main Avenue at Clifton, New Jersey); and

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$61,445.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; all of whom have recommended the Agreement for acceptance in their respective capacities; and

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

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

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; 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 B;

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (22LJJFA29) with USGS for the period continuing through September 30, 2022; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$61,445.00 as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent

herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

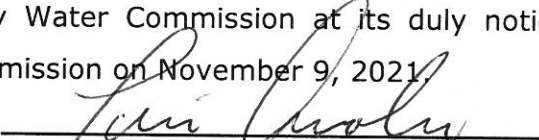


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**USGS CORRESPONDENCE DATED SEPTEMBER 3, 2021
AND SHARED SERVICES AGREEMENT (22LJJFA29)
WITH USGS**

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

September 3, 2021

Mr. James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue
PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2021 through September 30, 2022 in the amount of \$61,445 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$67,245. Please sign and return one fully-executed original to Jamie L. Lowndes at the address above or email jlowndes@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. If, for any reason, the agreement cannot be signed and returned, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Shaun M. Wicklein
Acting Director, New Jersey Water Science Center

Enclosure
22LJJFA29 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 22LJFA29
Project #: GC22LJ000010000 /
GC22LJ000030100
TIN #: 22-6002470

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$61,445 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 22LJFA29
Project #: GC22LJ000010000 /
GC22LJ000030100
TIN #: 22-6002470

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Heidi Hoppe
Associate Director of Data
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: 09/3/2021
Name: Shaun M. Wicklein
Title: Acting Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

CUSTOMER NUMBER: 6000000103
AGREEMENT NUMBER: 22LJJFA29

FISCAL YEAR 2022 WORKPLAN

PASSAIC VALLEY WATER COMMISSION
IN COOPERATION WITH THE
US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389500	Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY)	\$14,980	\$5,800	\$9,180
Total		\$14,980	\$5,800	\$9,180

Continuous-Record Annual Peak Stage Only with Data Collection Platform (DCP)

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389492	Passaic River above Beatties Dam, at Little Falls NJ (w/ 2 discharge measurements/year to monitor min passing flow *DCP funded by NJDEP	\$7,895	\$0	\$7,895
Total		\$7,895	\$0	\$7,895

Continuous-Record 6-Parameter Water-Quality Monitor with Data Collection Platform (DCP)
Water Temp, Specific Conductance, Dissolved Oxygen, Percent Saturation, pH, Turbidity

Station Number	Station Name	Total Cost	USGS Match	PVWC
405307074090201	Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public	\$44,370	\$0	\$44,370
Total		\$44,370	\$0	\$44,370

PROJECT TOTAL	\$ 67,245
Funding Breakdown:	
USGS Matching Funds	\$ 5,800
PVWC	\$ 61,445

PROJECT EXPENSES	
Labor	\$25,760
Supplies, Equipment, Travel, Other	\$745
Lab (NWQL)	\$0
Instrumentation (HIF)	\$12,955
Total Direct Cost	\$39,460
Total Indirect Cost (Overhead)	\$27,785
TOTAL	\$67,245

CUSTOMER NUMBER: 6000000103
AGREEMENT NUMBER: 22LJJFA29

Data Availability

Data are available on the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data analyzed, quality-assured and approved for publication to the USGS National Water Information System Web Interface (NWISWeb) at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service, go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS gage of interest reaches or exceeds a preset threshold.

****NEW**-- USGS National Water Dashboard**—A new mobile tool provides easily accessible, real-time information that can help minimize the loss of life and property by providing advance flood warning to communities. The USGS National Water Dashboard, or NWD, is a cutting-edge interactive map that brings together real-time water, weather and National Weather Service flood forecast information at your fingertips on a desktop, smartphone or other mobile device.

Information from the NWD can help your agency stay informed for forecasting, response and recovery efforts. The tool can be used by forecasters and local emergency managers as they issue flood and evacuation warnings, verify safe evacuation routes and coordinate emergency response efforts. During a drought, the tool can help state resource managers identify areas where water supplies are at risk. To use the service, go to <https://dashboard.waterdata.usgs.gov/app/nwd/?aoi=state-nj>.

PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (22LJJFA29)
WITH USGS
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Water Resources Investigations for Various Parameters (USGS) for the period continuing through September 30, 2022

Amount of Project or Contract: \$61,445.00

Budget 2021 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

Date of Certification: November 3, 2021

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

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

YW:yw

RESOLUTION NUMBER: 21-96

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING A SHARED SERVICES AGREEMENT (22LJJFA30)
WITH USGS**

DATE OF ADOPTION: NOVEMBER 10, 2021

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, the United States Department of the Interior, U.S. Geological Survey ("USGS") has submitted correspondence dated September 3, 2021 with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2022, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, concentrations of turbidity, total chlorophyll-a, and phycocyanin will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey, and the said sensors will be operated and maintained to record chlorophyll-a and phycocyanin concentrations hourly from the two (2) locations and turbidity at three (3) locations along a cross-section of the river; and water samples will be collected every six (6) weeks during the routine inspections, and samples collected will be sent to the USGS National Water Quality Laboratory for analysis and comparison with real time monitor data; and

WHEREAS, monitoring, data collection, and testing for the water quality parameters set forth in the Correspondence and

Agreement would assist PVWC in identifying and appropriately reacting to upstream changes in water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in an amount not to exceed \$73,535.00; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, Director of Purchasing; all of whom have recommended the Agreement for acceptance in their respective capacities; and

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

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

WHEREAS, the USGS, located in Lawrenceville, New Jersey, and PVWC are such entities; 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 B;

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

1. That PVWC hereby authorizes and awards the Shared Services Agreement (22LJJFA30) with USGS for the period continuing through September 30, 2022; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$73,535.00 as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

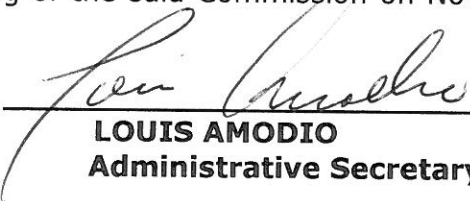


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**USGS CORRESPONDENCE DATED SEPTEMBER 3, 2021
AND SHARED SERVICES AGREEMENT (22LJJFA30)
WITH USGS**

EXHIBIT A



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New Jersey Water Science Center
3450 Princeton Pike, Suite 110
Lawrenceville, NJ 08648

September 3, 2021

Mr. James Duprey
Chief Engineer
Passaic Valley Water Commission
1525 Main Avenue PO Box 230
Clifton, NJ 07011

Dear Mr. Duprey:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) New Jersey Water Science Center Water Resources Investigations, during the period October 1, 2021 through September 30, 2022 in the amount of \$73,535 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$79,335. Please sign and return one fully-executed original to Jamie L. Lowndes at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Heidi Hoppe by phone number (609) 771-3980 or email hhoppe@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 771-3910 or email at ngibbs@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Shaun M. Wicklein
Acting Director, New Jersey Water Science Center

Enclosure
22LJFA30 (2)

FBMS Customer Number 6000000103

SO Number _____

Agreement/PO Number 22LJFA30

NON-FEDERAL CHECKLIST

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

NON-FEDERAL CUSTOMER INFORMATION SECTION:		
	Initials:	
	Page #	Comments
1) Agreement/PO Number	✓ 1	22LJFA30
2) Name of Organization	✓ 1	Passaic Valley Water Commission
3) TIN (excluding foreign)	✓ 1	22-6002470
4) DUNS Number (if available)	✓ N/A	
5) Point of Contact	2	James Duprey
6) Address	2	1525 Main Avenue PO Box 230, Clifton NJ 07011
7) Office phone, Fax and/or Email	2	(973) 340-4306
8) Signature(s) and Date(s)	✓ 2	
USGS INFORMATION SECTION:		
	Initials:	
	Page #	Comments
1) Organization and Cost Center	✓ 1	New Jersey Water Science Center
2) Legal authority to enter into agreement	✓ 1	Must be in the Agreement Package; 43 USC 36C; 43 USC 50, and 43 USC 50b
3) Project Chief/Principal Investigator	2	Heidi Hoppe
4) Address	2	3450 Princeton Pike Suite 110, Lawrenceville NJ 08648
5) Office phone, Fax and/or Email	2	(609) 771-3980 / (609) 771-3915 / hhoppe@usgs.gov
6) Signature(s) and Date(s)	✓ 2	Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A
SCOPE OF WORK SECTION:		
	Initials:	
	Page #	Comments
1) Period of Performance	✓ 1	Start & End Date: 10/1/2021 – 9/30/2022
2) Description of Services and Responsibilities	1	
3) Agreement Deliverables (if applicable)		
4) Authority to Publish (if applicable)	✓ 1	
5) If in-kind services provided, describe in agreement including amount (if applicable)		Voucher must be sent in with agreement. If not currently available, date you plan to forward to OAFM/FM
6) Equipment/Property requirements or restrictions (if applicable)		
7) Multiple Tasks (if applicable)		
FUNDING INFORMATION SECTION:		
	Initials:	
	Page #	Comments
1) Total Amount of Agreement	✓ 1	USGS \$5,800 / Cust \$73,535
2) Modification Number (if applicable)	✓	
3) Amount of Modification (if applicable)	✓	
4) Fixed Cost (if applicable)	✓ 1	fixed
5) Funding Limitations	✓	Yes / No and include page # if yes
BILLING INFORMATION SECTION:		
	Initials:	
	Page #	Comments
1) Billing Address/Contact/Office Phone	✓ 2	Gregg Lucianin / 1525 Main Avenue PO Box 230, Clifton NJ 07011
2) Frequency of Billing	✓ 2	(Circle One) Monthly, Quarterly, Semi-annual, Annual
3) Mandatory Termination Clause	✓ 1	
INTERNAL INFORMATION SECTION:		
Miscellaneous (if Applicable):		
1) OPA Approval (if applicable)		If Applicable:
2) Conflict of Interest (COI) Form - (as applicable for Private Entities)		Must be available at Cost Center
3) Cost Share		Must be available at Cost Center
4) Special/Reduced Rate Approval		Must be scanned in FBMS for FM approval
5) Cover/Acceptance Letter		Copy of official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement at the Center
6) Supports USGS Program		Write In – Functional Area: G40CP0000
7) Cost Calculations for Direct/Indirect Costs		Must be available at Cost Center
Project Chief/Principal Investigator (Name/Phone/Signature) Heidi Hoppe (609) 771-3980		
		Date Sep 3, 2021
Cost Center Financial Reviewer (Name/Phone/Signature) Jamie L. Lowndes (609) 771-3905		
		Date Sep 3, 2021

Updated May 2018

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 22LJFA30
Project #: GC22LJ000030100
TIN #: 22-6002470

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,800 by the party of the first part during the period
October 1, 2021 to September 30, 2022
- (b) \$73,535 by the party of the second part during the period
October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000103
Agreement #: 22LJFA30
Project #: GC22LJ000030100
TIN #: 22-6002470

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Heidi Hoppe
Associate Director of Data
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: James Duprey
Chief Engineer
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4306
Fax:
Email: jgduprey@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Gregg Lucianin
Director of Purchasing
Address: 1525 Main Avenue PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4316
Fax: (973) 340-5584
Email: glucianin@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By  Date: 09/3/2021
Name: Shaun M. Wicklein
Title: Acting Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

CUSTOMER NUMBER: 6000000103
AGREEMENT NUMBER: 22LJJFA30

FISCAL YEAR 2022 WORKPLAN

PASSAIC VALLEY WATER COMMISSION IN COOPERATION WITH THE US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

CONTINUOUS MONITORING FOR TOTAL CHLOROPHYLL-a, PHYCOCYANIN, AND TURBIDITY AT PASSAIC RIVER BELOW TWO BRIDGES, NEW JERSEY

Problem

Demands on water resources in New Jersey require the availability of high-quality water for multiple uses. Numerous sources of pollution have deteriorated the quality of water resources within the State. Water resources planning must address these and other problems to ensure a water supply of high quality to meet future water needs. To assist in the management of these resources, continuous monitoring of water-quality conditions provides the necessary information on the quality of water resources. Continuous monitoring of turbidity, chlorophyll-a, and phycocyanin in combination with existing continuous monitoring of dissolved oxygen and pH improve the identification of algal blooms, which, in turn, lead to degraded water quality downstream of the monitoring location. When the algal biomass is too great, the health of other aquatic biota may be adversely affected. Excessive algae concentrations of certain classes, such as blue-green, also create taste, odor, and water clarity issues for the production of drinking water. Water resource managers, when made aware of incipient algal blooms, may change or blend the source waters to obtain optimal water quality for water treatment.

Objective and Scope

To provide a continuous record of turbidity, chlorophyll-a, and phycocyanin concentrations in the Passaic River downstream from the confluence with the Pompton River at Two Bridges, New Jersey. The status of turbidity, chlorophyll-a as a measure of phytoplankton biomass, and phycocyanin concentrations will be monitored for the purpose of planning and managing water resources in the Passaic River.

Approach

Concentrations of turbidity, total chlorophyll-a, and phycocyanin will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Turbidity and chlorophyll-a/phycocyanin sensors will be operated at the existing monitoring station. The sensors will be operated and maintained to record chlorophyll-a and phycocyanin concentrations hourly from two locations and turbidity at 3 locations along a cross section of the river for the period October 1, 2021 through September 30, 2022.

Water samples will be collected during every routine inspection (approximately every 6 weeks), every fouling check (approximately every 3 weeks between routine inspections), and up to an additional 6 times per year depending on conditions for a total of 24 samples per year per intake. Chlorophyll-a samples will be sent to the USGS National Water Quality Laboratory (NWQL) for analysis of total chlorophyll-a and total Pheophytin-a. Phycocyanin samples will be analyzed by BSA Environmental Services for analysis of phycocyanin through NWQL contract. The laboratory analyses will be compared to the continuous monitor data to determine if the chlorophyll and phycocyanin measurements from the chlorophyll-a/phycocyanin sensor correlate with the lab analyses. The equipment will be calibrated as needed to minimize the difference between the laboratory results and the monitor readings.

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Passaic Valley Water Commission (PVWC).

Continuous-Record Turbidity (at 3 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$16,010	\$0	\$16,010
Total		\$16,010	\$0	\$16,010

Continuous-Record Chlorophyll & Phycocyanin (at 2 intakes) at the USGS Two Bridges Water-Quality Monitor

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$63,325	\$5,800	\$57,525
Total		\$63,325	\$5,800	\$57,525

Budget Total	\$ 79,335
USGS matching funds	\$ 5,800
Total Cost to PVWS—Water-Quality Monitoring	\$ 73,535

PROJECT EXPENSES	
Labor	\$33,005
Supplies, Equipment, Travel, Other	\$340
Lab (NWQL)	\$6,885
Instrumentation (HIF)	\$4,725
Total Direct Cost	\$44,955
Total Indirect Cost (Overhead)	\$34,380
TOTAL	\$79,335

Data Availability

Data are available on the New Jersey Water Science Center’s website at <http://nj.usgs.gov>. Data analyzed, quality-assured and approved for publication to the USGS National Water Information System Web Interface (NWISWeb) at <http://waterdata.usgs.gov/nj/nwis/>.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service, go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the stage, discharge, or water-quality parameter at a USGS gage of interest reaches or exceeds a preset threshold.

****NEW****-- *USGS National Water Dashboard*—A new mobile tool provides easily accessible, real-time

CUSTOMER NUMBER: 6000000103
AGREEMENT NUMBER: 22LJJFA30

information that can help minimize the loss of life and property by providing advance flood warning to communities. The USGS National Water Dashboard, or NWD, is a cutting-edge interactive map that brings together real-time water, weather and National Weather Service flood forecast information at your fingertips on a desktop, smartphone or other mobile device.

Information from the NWD can help your agency stay informed for forecasting, response and recovery efforts. The tool can be used by forecasters and local emergency managers as they issue flood and evacuation warnings, verify safe evacuation routes and coordinate emergency response efforts. During a drought, the tool can help state resource managers identify areas where water supplies are at risk. To use the service, go to <https://dashboard.waterdata.usgs.gov/app/nwd/?aoi=state-nj>.

PASSAIC VALLEY WATER COMMISSION
SHARED SERVICES AGREEMENT (22LJJFA30)
WITH USGS
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that, subject to Commission approval of future budgets, there are or will be sufficient funds for expenditures to be incurred as a result of any contract or commitment to be entered by Passaic Valley Water Commission as follows:

Description of Project or Contract: Record of Turbidity and Chlorophyll-A Concentrations in the Passaic River at Two Bridges (USGS) for the period continuing through September 30, 2022

Amount of Project or Contract: \$73,535.00

Budget 2021 Acct #: 001-3501-425-72-21 Contractor-Lab Service

Other Comments:

Date of Certification: November 3, 2021

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

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

YW:yw

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING THE SALE OF ITS SURPLUS PERSONAL PROPERTY
NO LONGER NEEDED FOR PUBLIC USE ON AN
ON-LINE AUCTION WEBSITE**

DATE OF ADOPTION: NOVEMBER 10TH, 2021

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, Passaic Valley Water Commission ("PVWC") is the owner of certain miscellaneous materials, vehicles, and equipment ("Surplus Personal Property") which PVWC has determined are no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of Surplus Personal Property no longer needed for public use through the use of an on-line auction service; and

WHEREAS, a copy of a memorandum dated October 26, 2021 from the Director of Purchasing recommending the auction is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Business Administrator has reviewed the above-referenced memorandum and proposed auction and concur with the Director of Purchasing's recommendations, and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, a Public Notice (legal newspaper advertisement) informing the public as to the nature of the Surplus Personal Property being sold and how to obtain more information on the sale, will be published (and placed on PVWC's website), within the required time frames, and a copy of the Public Notice (with a general description of the Surplus Personal Property to be included in the auction) is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, pursuant to the Passaic County Cooperative Contract, PVWC will utilize the on-line services of GovDeals, Inc., 100 Capitol

Commerce Blvd., Montgomery, AL 36117, Phone: (866) 377-1494; Fax: (334) 387-0519 located at www.GovDeals.com for conducting the sales; and

WHEREAS, the terms and conditions of the agreement entered into between GovDeals and PVWC, along with the agreed-to compensation to GovDeals, are available at www.GovDeals.com and a copy of the said agreement is on file and available for inspection at the office of the Administrative Secretary of PVWC; and

WHEREAS, the scheduled date and time for the auction, with items and/or groups of items as applicable, shall be as set forth in the Public Notice; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, sales shall be held not less than seven (7) days, nor more than fourteen (14) days after the latest publication of the Public Notice; and

WHEREAS, all sales will be made to the highest bidder, all sales shall be final, and all Surplus Personal Property will be sold "As Is-Where Is", free from any guarantee or warranty; and

WHEREAS, all Surplus Personal Property purchased will be required to be removed by the successful bidder(s) from PVWC's premises within ten (10) business days of the close of the auction, and any and all Surplus Personal Property not sold at the auction (or removed by the successful bidders within the stipulated time frame) shall subsequently be properly disposed of by PVWC personnel; and

WHEREAS, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids;

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

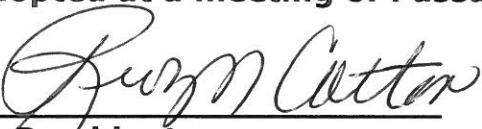
1. PVWC is hereby authorized to sell the Surplus Personal Property as generally described and set forth in the Public Notice attached hereto as Exhibit B, utilizing the on-line auction website entitled www.GovDeals.com.

2. That the Public Notice attached hereto as Exhibit B shall be published in a newspaper circulating in the member municipalities of PVWC no earlier than seven (7) days nor no later than fourteen (14) days prior to said sale.
3. That the appropriate officials and employees of the Commission are hereby authorized 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.

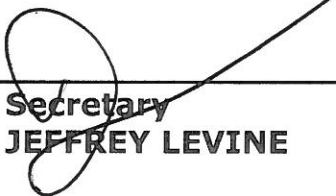
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

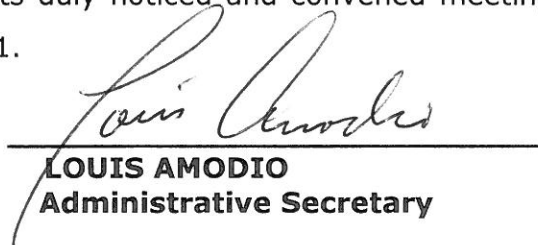


Secretary
JEFFREY LEVINE

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 November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE ON AN ON-LINE AUCTION WEBSITE**

DIRECTOR OF PURCHASING'S MEMORANDUM DATED October 26, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: October 26, 2021
To: Hon. Commissioners
From: Gregg Lucianin
cc: L. Amodio
Y. Brisman
Y. Weiss
Re: Online Auction of Surplus Property

This is a request for approval to proceed with a contract with GovDeals.com to auction Passaic Valley Water Commission's surplus vehicles and equipment, most of which is stored at the 1525 Main Avenue parking lot.

GovDeals has been awarded a cooperative contract from the Passaic County Government and Passaic Valley Water Commission is registered with the Passaic County CoOp.

A list of the surplus goods is attached to a resolution for the Board's action.

Respectfully Submitted,

Gregg Lucianin
Purchasing Agent

PASSAIC VALLEY WATER COMMISSION

**SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE
ON AN ON-LINE AUCTION WEBSITE**

**FORM OF PUBLIC NOTICE AND SCHEDULE OF SURPLUS PERSONAL PROPERTY
INCLUDED IN THE AUCTION**

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
PUBLIC NOTICE**

**SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR
PUBLIC USE ON AN ON-LINE AUCTION WEBSITE**

NOTICE IS HEREBY GIVEN THAT Passaic Valley Water Commission (PVWC) will sell at an on-line Public Auction, "as is", and "where is"; and free from any guarantee or warranty; its materials, vehicles, and equipment (referred to herein as "Surplus Personal Property" and/or "Items") as generally described on the attached "Schedule of Surplus Personal Property".

The on-line Public Auction will commence on Monday, November 29, 2021 and shall end on Thursday, December 9, 2021.

Additional details of the auction can be found at www.govdeals.com. All bidders are required to electronically register for bidding on this website. All bidders participating in this auction agree that they have read and fully understood the terms and conditions outlined on the website and agree to be bound thereby.

Items may be previewed by the public prior to sale. There will be a non-mandatory pre-auction meeting at PVWC's Main Offices located at 1525 Main Avenue, Clifton, NJ on Thursday, December 2, 2021 at 10:00 a.m. and Tuesday, December 7, 2021 at 2:00 p.m. Representatives of PVWC will on hand to coordinate previews of Items.

The sale(s) will be made to the highest bidder(s); however, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids. All sales are final.

The successful bidder shall pay the full bid price by wire transfer, cashier's check or money order to GovDeals prior to taking possession of the Items purchased. The successful bidder shall take any and all action necessary to remove from the Premises, within ten (10) business days from the completion and close of the auction, and at its own cost and expense, all Items purchased. The successful bidder will be responsible for any damage it causes in removing said Items.

Passaic Valley Water Commission

Louis Amodio
Administrative Secretary

Gregg Lucianin
Purchasing Agent

For Sale at Auction

VEHICLES

Year	Make/ Model	VIN	Miles	Condition	Gas or Diesel	Are keys available	does it start	time out of service as of 10-4-21
2006	Ford Explorer	1FMEU72EX6UB72979	114,780	Scrap	Gas	yes	no	8 months
1994	Chevy Cheyenne	1GBHK34K3RE311209	143,200	Scrap	Gas	yes	at storage	1 month
1995	Ford F450	1FDLF47F0SEA38505	114,932	Scrap	Diesel	yes	at storage	5 months
1987	International	1HTLKTVRXHHA22607	113,992	Scrap	Diesel	yes	at storage	2 years
2004	Chevy Impala	2G1WF52E949436011	121,943	Scrap	Gas	yes	at storage	4 months
2004	Ford Econ Van E250	1FTNS24WX4HB19191	179,449	Scrap	Gas	yes	at storage	1 year

RESOLUTION # 21- 102

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO A WATER SUPPLY AGREEMENT BETWEEN THE
BOROUGH OF LINCOLN PARK AND THE PASSAIC VALLEY
WATER COMMISSION FOR THE SUPPLY OF WATER TO THE
BOROUGH OF LINCOLN PARK**

DATE OF ADOPTION: ~~NOVEMBER 10TH, 2021~~ **2021**

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, the Passaic Valley Water Commission ("PVWC") and the Borough of Lincoln Park ("Borough") entered into a Water Supply Agreement (the "Agreement") on or about June 24, 2006, wherein PVWC agreed to provide a minimum of three hundred million (300,000,000) gallons of water annually to the Borough for a period of fifteen years; and

WHEREAS, the Agreement contains an automatic renewal provision after fifteen (15) years that the parties allowed to automatically renew for an additional fifteen (15) years commencing June 6, 2021; and

WHEREAS, the Borough and PVWC have agreed on terms amending Section 207, Meter Testing (the "Amendment"), in the Agreement to address issues of meter testing that arose during the course of the Agreement; and

WHEREAS, the Borough has already approved a Resolution approving the Amendment which is attached hereto as Exhibit A.

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

1. PVWC agrees to amend the original Water Supply Agreement between the Borough of Lincoln Park and Passaic Valley Water Commission as follows:

Section 207, Meter Testing

PVWC shall provide the Borough with copies of certified reports of test(s) on the accuracy of the

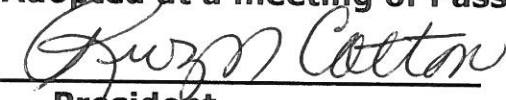
meter by an independent, accredited testing facility no later than June 30th of each calendar year until the termination of this Agreement or any renewal terms hereof. The Borough reserves the right to perform its own reading and tests on the accuracy of the meter at any time.

- 2. The appropriate officials and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms of this Resolution; and
- 3. The amended Water Supply Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto and execution of the amended Agreement by all the parties thereto.
- 4. This Resolution shall take effect immediately

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

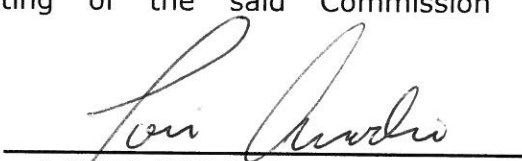

President
RUBY N. COTTON


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 November 10th, 2021.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RESOLUTION NO. 21-164

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A WATER
SUPPLY AGREEMENT BETWEEN THE BOROUGH OF LINCOLN PARK AND THE
PASSAIC VALLEY WATER COMMISSION FOR THE SUPPLY OF WATER TO THE
BOROUGH OF LINCOLN PARK**

WHEREAS, the Borough of Lincoln Park ("Lincoln Park") and the Passaic Valley Water Commission ("PVWC") entered into a Water Supply Agreement on or about June 24, 2006 wherein PVWC agreed to provide a minimum of three hundred million (300,000,000) gallons of water annually to the Borough for a period of fifteen years; and

WHEREAS, Water Supply Agreement between the Borough and PVWC contains an automatic renewal provision after fifteen (15) years that the parties allowed to automatically renew for an additional fifteen (15) years starting June 6, 2021; and

WHEREAS, the Borough and PVWC have agreed on terms amending Section 207, Meter Testing, in the Water Supply Agreement to address issues of meter testing that arose during the course of the agreement; and

WHEREAS, Borough desires to execute this amendment to the Water Supply Agreement; and

WHEREAS, the amended Water Supply Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Lincoln Park, County of Morris, State of New Jersey, as follows:

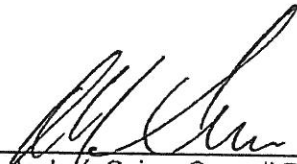
1. The Mayor is authorized to execute an amendment to the original Water Supply Agreement between the Borough of Lincoln Park and Passaic Valley Water Commission as follows:

Section 207, Meter Testing

PVWC shall provide the Borough with copies of certified reports of test(s) on the accuracy of the meter by an independent, accredited testing facility no later than June 30th of each calendar year until the termination of this Agreement or any renewal terms hereof. The Borough reserves the right to perform its own reading and tests on the accuracy of the meter at any time.

2. A copy of said amended Water Supply Agreement is on file in the office of the Borough Clerk and may be viewed during normal business hours; and

3. The Mayor and Borough Clerk and/or any other applicable individual be and are hereby authorized and directed to execute said amendment to the Water Supply Agreement on behalf of the Borough; and
4. The amended Water Supply Agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto and execution of the amended Agreement by all the parties thereto.
5. This Resolution shall take effect immediately.



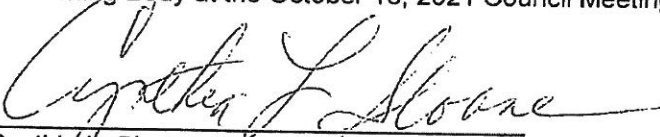
Andrew Seise, Council President

ATTEST:



Cynthia L. Sloane, Municipal Clerk

I, Cynthia L. Sloane RMC, Municipal Clerk of the Borough of Lincoln Park, County of Morris, do hereby Certify the foregoing to be a true and correct copy of a Resolution Adopted by the Governing Body at the October 18, 2021 Council Meeting.



Cynthia L. Sloane, R.M.C.
Municipal Clerk,
BOROUGH OF LINCOLN PARK

Cc: Fabiana Mello
Jennifer Postiglione
Perry Mayers
Passaic Valley Water Commission
File Copy

RESOLUTION NUMBER: 21-95

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT NO. 21-P-11
"RISK MANAGER SERVICES"**

DATE OF ADOPTION: NOVEMBER 10TH, 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: GERALD FRIEND

Seconded by Commissioner: RIGOSANCHEZ

WHEREAS, under Contract 21-P-11 "Risk Manager Services" (the "Contract"), Brown & Brown Metro, Inc. of Florham Park, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 1-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 14, 2020; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to one (1) additional year, (for a total contract duration not to exceed two (2) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about October 13, 2021, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual

periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning October 14, 2021 and ending on October 13, 2022; and

WHEREAS, a copy of the Director of Purchasing's memorandum (dated November 4, 2021) recommending to extend the contract by one (1) year (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the total amount of this extended portion of the Contract equates to \$15,000.00; and

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

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

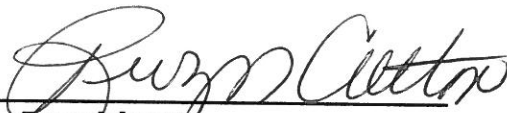
1. That PVWC hereby authorizes and awards a 1-year extension to Contract 21-P-11 "Risk Manager Services" to Brown & Brown Metro, Inc. of Florham Park, New Jersey commencing October 14, 2021 and expiring on October 13, 2022; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$15,000.00.

2. That the terms of this 1-year extension to the Contract are embodied in this Resolution which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

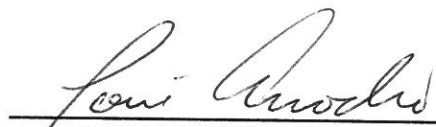


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT NO. 21-P-11
"RISK MANAGER SERVICES "**

**DIRECTOR OF PURCHASING'S MEMORANDUM
(DATED NOVEMBER 4, 2021)**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 4, 2021

FROM: Purchasing Department

TO: Louis Amodio
Yaacov Brisman
Yitzchak Weiss

RE: 21-P-11 Risk Manager Services One Year Extension

We would like to extend our current agreement with Brown & Brown for another year of Risk Manager Services in the total amount of \$15,000.00.
(Certification of Funds Attached)

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

PASSAIC VALLEY WATER COMMISSION
1-YEAR EXTENSION OF CONTRACT NO. 21-P-11
"RISK MANAGER SERVICES "
PVWC'S FINANCIAL CERTIFICATION
EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Professional Services – Risk Manager

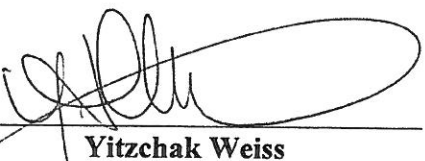
Professional Services for Project # 21-P-11 One Year Extension

Amount of Project or Contract: \$ 15,000.00

1. Acct: # 001-0901-419-95-24 Professional Services-General/ Admin

Other comments: **Professional Services** – One Year Extension

Date of Certification: 11/04/2021



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:gbl

²¹
RESOLUTION NUMBER: 21-94

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT NO. 20-P-12 "INSURANCE
AGENT SERVICES FOR PROPERTY, CASUALTY, AUTOMOBILE,
AND EXCESS LIABILITY"**

DATE OF ADOPTION: ~~NOVEMBER, 10~~ 10TH 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: GERLAD FRIEND

Seconded by Commissioner: ~~RIGO SANCHEZ~~

WHEREAS, under Contract 20-P-12 "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" (the "Contract"), Anthony S. Cupo Agency of Clifton, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 1-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing October 14, 2020; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to one (1) additional year, (for a total contract duration not to exceed two (2) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about October 13, 2021, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual

periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning October 14, 2021 and ending on October 13, 2022; and

WHEREAS, a copy of the Director of Purchasing's memorandum (dated November 4, 2021) recommending to extend the contract by one (1) year (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the total amount of this extended portion of the Contract equates to \$0 as the contract will be funded through the Joint Insurance Fund; and

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

1. That PVWC hereby authorizes and awards a 1-year extension to Contract 20-P-12 "Insurance Agent Services for Property, Casualty, Automobile, and Excess Liability" to Anthony S. Cupo Agency of Clifton, New Jersey commencing October 14, 2021 and expiring on October 13, 2022; all in accordance with N.J.S.A. 40A:11-15, to be funded through the Joint Insurance Fund.
2. That the terms of this 1-year extension to the Contract are embodied in this Resolution which is incorporated herein as the amendment to the Contract.

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

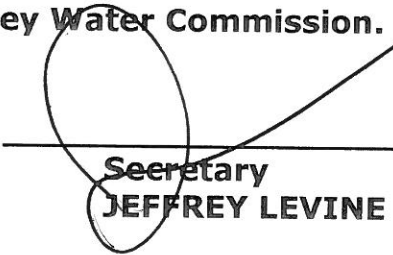
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

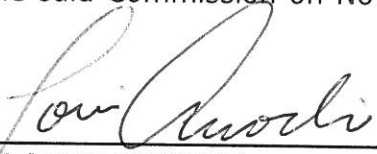


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**1-YEAR EXTENSION OF CONTRACT NO. 20-P-12 "INSURANCE
AGENT SERVICES FOR PROPERTY, CASUALTY, AUTOMOBILE,
AND EXCESS LIABILITY"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
(DATED NOVEMBER 4, 2021)**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMO

DATE: November 4, 2021

FROM: Purchasing Department

TO: Louis Amodio
Yaacov Brisman
Yitzchak Weiss

RE: 21-P-12 Insurance Agents Services One Year Extension

We would like to extend our current agreement with Anthony S. Cupo for another year of Insurance Agent Services at no cost to PVWC.

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc: L. Amodio

RESOLUTION NUMBER: 21-98

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROFESSIONAL SECURITY SERVICES**

DATE OF ADOPTION: NOVEMBER 10TH, 2021

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

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 21-P-87 "Professional Security Services" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process Law"); and

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

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

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

November 2, 2021 and including a summary of the responses and PVWC's Financial certification Sheet, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, based on the said evaluation of the one (1) response received, and as can be seen from the above-referenced PVWC memorandum, the firm of Universal Protection Service, LLC d/b/a Allied Universal Security Services of Lyndhurst, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received October 28, 2021 (hereinafter the "Response"); and

WHEREAS, the Awardee's Response, a copy of which is on file in the office of the Administrative Secretary and available for inspection, will be incorporated into the Agreement (a form of which is attached hereto and made a part hereof in its entirety as Exhibit B) for the provision of goods and services by specially trained professionals to provide regular patrol and investigative and other services (the "Services") with respect to PVWC's operations at its various facilities to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

WHEREAS, the services are separate and apart and in addition to that which is provided by law enforcement entities having jurisdiction to other residents, taxpayers and citizens, and separate and apart and in addition to that which is provided by the municipalities in which PVWC's facilities are located; and

WHEREAS, the payment terms and conditions, and the term of the Agreement, which shall be for an initial period of twelve (12) months, and, shall all be as set forth in the Agreement; and

WHEREAS, for security reasons, the Agreement should only be made available for release to the public in redacted form, subject to approval by PVWC's Law Department; and

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

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

WHEREAS, in the event that a specific not-to-exceed amount has been established in the Response, and PVWC has subsequently accepted the same, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose; and

WHEREAS, the said response, or responses to the Project and solicitation are also on file in the office of the Administrative Secretary and available for inspection under the restrictions as set forth hereinabove;

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

1. That PVWC hereby awards the Contract for the Services to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$363,649.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

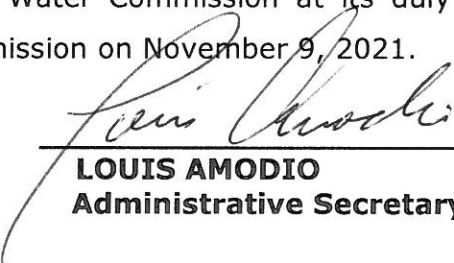


Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**PROFESSIONAL SECURITY SERVICES
PROJECT NO. 21-P-87**

PVWC MEMORANDUM DATED NOVEMBER 2, 2021

AND PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: November 2, 2021

To: Hon. Commissioners

From: P. Porcaro

cc: L. Amodio
Y. Brisman
G. Lucianin

Re: Recommended Award of Project No. 21-P-87 "Professional Security Services"

Summary

It is recommended that Project No. 21-P-87 "Professional Security Services" (the "Project") be awarded to Universal Protection Service, LLC d/b/a Allied Universal Security Services of Lyndhurst, New Jersey (the "Awardee") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$363,649.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on October 28, 2021 one (1) response was received and subsequently evaluated by PVWC for the Project.

The Awardee was determined to be professionally qualified and capable of performing the required services with respect to the Project and its Response, the said Response is the most advantageous to PVWC, price and other factors considered, and the above not-to-exceed amount submitted by them for required professional services appears reasonable considering the nature and scope of work involved. The Awardee has been providing security services for PVWC consistently and reliably for over 9 years.

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

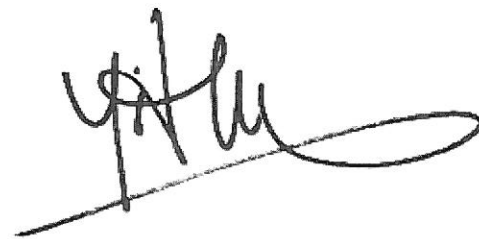
Professional Security Services for Project # 21-P-87 – Professional Services for Security Services. (**Universal Protection Service, LLC d/b/a Allied Universal Security Services**).

Amount of Project or Contract not to exceed: **\$363,649.00**

1. Acct #: 001-2002-423.72-01 **BUDGET 2021**

Other Comments:

Date of Certification: November 3, 2021



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

PASSAIC VALLEY WATER COMMISSION

**PROFESSIONAL SECURITY SERVICES
PROJECT NO. 21-P-87**

FORM OF AGREEMENT

EXHIBIT B

FOR RELEASE TO THE PUBLIC IN REDACTED FORM ONLY
FOR SECURITY REASONS (SUBJECT TO APPROVAL BY COUNSEL)

PROFESSIONAL SECURITY SERVICES
PROJECT NO. 21-P-87 (THE "PROJECT")

FORM OF AGREEMENT FOR PROFESSIONAL SECURITY SERVICES

This Agreement (hereinafter the "Agreement"), made and entered into as of this ____ day of _____, 20__, by and between Passaic Valley Water Commission, (hereinafter "PVWC") having offices at 1525 Main Avenue, Clifton, New Jersey 07011 and Universal Protection Service, LLC d/b/a Allied Universal Security Services having offices at 1100 Valley Brook Avenue, Suite 201, Lyndhurst, New Jersey 07071 (hereinafter "Professional") is for Project 21-P-87 "Professional Security Services" for the provision of security-related services associated with PVWC's security programs (hereinafter "Services").

WHEREAS, PVWC desires to contract with the Professional for the provision of Services by specially assigned Professional's Employees to provide regular patrol and other Services with respect to PVWC's operations at its various facilities in order to enhance the safety and protection of PVWC's employees, agents, vendors, members of the general public and others; and

WHEREAS, the Services are separate and apart, and in addition to, any such other services that may be provided by the Professional to other residents, taxpayers and citizens, and separate and apart, and in addition to, that which is provided by the municipalities in which PVWC's facilities are located; and

WHEREAS, the program objective is for the Professional's Office to provide comprehensive, quality security to all PVWC employees, properties, and facilities through both active/physical checks and passive surveillance, alarm monitoring, and methods and other appropriate means; and

WHEREAS, to accomplish this, there will be manpower deployment for twenty-four (24) hour coverage, seven (7) days a week throughout the term of the Agreement;

NOW THEREFORE BE IT RESOLVED: that PVWC and the Professional agree, as follows:

1. Staffing

In order to provide the essential Services required by PVWC, an armed Professional's Employees (armed retired police or retired military personnel with an open-carry permit) shall be assigned 24/7 to patrol PVWC properties. Additionally, an armed Professional's Employee shall be assigned from 10am to 10pm to patrol PVWC properties. These personnel will be provided Sunday through Saturday. Professional's Employees assigned to Patrol will be available for security checks and will respond to calls to PVWC properties.

These personnel shall be able to pass background and criminal history checks as well as periodic drug tests to the extent permissible under applicable law. Their activities will be monitored and supervised by the Professional's Patrol Supervisor.

The Professional shall provide supervision of the Professional's Employees and all equipment and materials necessary to perform security duties and crime prevention at all PVWC facilities in accordance herewith.

PVWC may decline an assigned Professional's Employee, based on competent evidence, which has been presented to the Professional's Office, and substantiated through an investigation, that the Employee has not met PVWC's reasonable performance expectations. The Professional will take the concerns of PVWC and its management under consideration, concerning the staffing of Employees, but he retains the final right of assignment, which shall be reasonably exercised in the context of this Agreement.

To ensure continuity of effective service, the Professional's Office will identify Professional's Employees to be assigned on a steady basis. These Employees will receive training specific to problems encountered at PVWC's facilities. Periodic training needs will be identified and coordinated with PVWC. It is hereby agreed that there will be periodic rotation of Professional's Employees in accordance with the Professional's Office established policies.

2. Deployment

Assigned Professional's Employees will constantly patrol the grounds, both inside and out, of all the structures and including perimeter patrols at the main plant, as well as PVWC's other properties and facilities.

One of the patrol personnel may be assigned to man the guardhouse located at the Union Ave entrance to the main treatment plant on an as needed basis. This Security Guard will be responsible for monitoring all incoming and out-going traffic at the plant. The Security Guard will issue temporary ID's to visitors as well as monitor the security cameras, and will also maintain daily logs of all property/facility checks, all incoming calls received at the guardhouse and all the visitors and deliveries to the plant.

One of the patrol personnel shall be assigned to man the billing counter located at the 1525 Main Avenue entrance from 4:30 to 6:30 pm.

The Professional's Patrol Supervisor shall ensure a coordinated effort is maintained, encompassing the personnel assigned to patrol PVWC properties.

Personnel coverage shall not be diminished for vacations or other time off of the assigned personnel, rather whenever necessary to ensure the indicated minimum coverage, the Professional Patrol Supervisor shall assign additional Professional's Employees to cover the post(s).

3. Term

The Term of the Agreement shall be for a period of twelve (12) months, commencing as of the day and year first written above, or as otherwise agreed upon in writing by the Parties, or the date on which this Agreement has been signed and fully executed by both Parties, whichever is later.

4. Communications

- A. The Professional agrees that PVWC will have unrestricted access to all information which in any way deals with criminal activity in any of the PVWC's facilities to the extent permitted by law. It is further agreed that the Professional's Office will provide to the PVWC, to the extent permissible by law, copies of such incident reports, arrest reports (if applicable) or other documents which document or substantiate actual or potential criminal activity in or connected with the facilities or activities or business of PVWC. This information will be provided at no cost by the Professional's Office on a regular basis.
- B. Reporting: The Professional's Office will maintain data regarding calls for service, property/facility checks, incidents, arrests (if applicable) or criminal investigations and other pertinent information. This information shall be presented by the Professional to PVWC's designated representative when requested.
- C. Forms: The Professional's Office will require all Professional's Employees to complete a daily log of each shift. This report will include, but not be limited to, the following:
 - 1. Hours worked: foot, bicycle, motorized, other
 - 2. Calls/requests for service
 - 3. Referrals to others/agencies, etc.
 - 4. Suspicious person's name and description
 - 5. Vehicles abandoned/towed/stolen
 - 6. Drug paraphernalia confiscated/found
 - 7. Arrests/citations of both employees and outsiders to include appropriate information
 - 8. Property recovered/stolen
 - 9. Broken/vandalized equipment, evidence of broken entryways, windows, etc.
 - 10. Graffiti
 - 11. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
 - 12. Vehicle license number of suspicious person
 - 13. Weapons violations/seized
 - 14. Other suspicious or noteworthy activity in the Security context

- D. Media Coordination: The Professional's Office will relay to PVWC's Executive Director or his designee information related to major crime or incident of note that occurs on PVWC property or relating to PVWC's conduct of business, before the media is informed if the media is informed, at all. And release of information to the public and the press shall be coordinated between PVWC's Executive Director and the Professional to the extent possible and permissible in accordance with applicable law.

5. Methods and Management

The Professional agrees that the Professional's Office will employ policing concepts appropriate to PVWC's facilities and operations in consultation with PVWC's Management.

The Professional agrees that with respect to the services to be performed by any Professional's Office personnel in accordance with this Agreement, the appropriate Professional's Office Patrol Commander or Supervisor will meet with PVWC and management representatives, if required, for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Agreement.

The Professional and PVWC acknowledge that the Professional's written rules and regulations (hereinafter the "Manual") exist to regulate Professional Employees' conduct and activities. All Professional's Employees shall have been properly trained in this regard. The Professional hereby represents that each of the Professional's Employees has tendered to the Professional a signed receipt from each Employee that he/she has received and understands the contents of the Manual, and that the Professional's Employees have been adequately trained on the regulations and orders within the Manual.

The Professional's Office shall designate a supervisory Employee, who shall be dedicated to supervision of the Professional's Employees and personnel and/or any liaison assigned to the PVWC operation. The Professional's supervisory Employee will work in concert with the Executive Director of PVWC or his designee.

The Professional's supervisory Employee shall be responsible for the following duties:

Coordinate the dissemination and processing of security reports, provide supervisory assistance and coordinate the resolution of problems.

Establish a clearly defined process for reporting non-emergency criminal activities.

6. Additional Duties

It is further agreed that to the extent necessary, the Professional's Employees will appear as witnesses in PVWC's administrative grievance procedures, civil hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal or other conduct involving potential liability or disciplinary action in or near PVWC's facilities or in connection with or in the course of carrying out their duties hereunder.

The Professional's Employees shall fully participate in civil action proceedings brought by or against PVWC, which are based upon arrests, if applicable, or incidents in which they are involved or about which they have relevant information. Such participation shall include but not be limited to obtaining copies of police reports, lab results, investigation reports (subject to review and approval of the appropriate governmental agency), consulting with the PVWC's representative and attorney, and testifying in court or administrative law or similar proceedings.

7. Equipment and Vehicles

The Professional agrees that it will provide the Professional's Employees with such basic equipment and vehicles as may be necessary and reasonable in order to allow the Professional's Employees to carry out the duties anticipated under this Agreement. The Professional shall be responsible for the repairs and maintenance of the Professional's equipment and vehicles utilized on site, which equipment and vehicles shall be, and shall remain, the property of the Professional.

In order to implement this program, not less than two (2) marked patrol units shall be provided by Professional. At a minimum, each unit shall be equipped by Professional with oxygen, defibrillator, first aid kit, road safety, water rescue

equipment, and any other equipment deemed necessary by professional to provide the required and intended services.

Units should be (4) wheel drive, high clearance type vehicles.

Other required equipment that shall be provided by Professional shall include, without implied limitation, a base radio at PVWC's guardhouse, portable radios with chargers and individual Professional Employee's safety gear such as masks, helmets, vests, sticks and weapons.

Initially, monitoring of security cameras will be possible in PVWC's guardhouse. It will be the responsibility of the Security Guard there to monitor the cameras.

8. Supervision and Compensation

The Professional, through the Professional's Office, shall at all times provide supervision, control and direction of work activities and assignments of patrol personnel, including disciplinary action. It is expressly understood that the Professional shall be responsible for the compensation of the Professional's Employees and all employee benefits, including worker's compensation insurance, as well as any injury to Employees, their property or the Professional's property.

9. Indemnification

The Professional shall indemnify, defend and save and hold harmless PVWC and their officers, agents and employees, and each and every one of them (the "Indemnities") from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims to the extent caused by the negligent performance or nonperformance of the work provided for under this Contract.

This indemnification shall apply to damages, liabilities, losses, costs and claims arising from the negligence of the Indemnities, but shall not apply to damages, liabilities, losses, costs or claims to the extent caused by the negligence of the Indemnities.

The Professional's indemnification obligation shall not be limited by the amount of insurance required to be carried by the Professional under this Contract.

These indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws of the State of New Jersey, including but not limited to the laws pertaining to indemnification.

10. Insurance Requirements

The Professional acknowledges that PVWC has an insurable interest relative to the scope of services rendered by the Professional under this Contract.

The Professional is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to PVWC showing that the Professional has obtained all insurance coverage as required herein. The Professional is not permitted to enter the premises of PVWC or to perform any work under this Contract unless all of the insurance required by this Contract is in effect.

Nothing contained in this Article shall be construed as limiting the extent of the Professional's liability for claims or damages resulting from or related to the Professional's services performed under this Contract.

All insurance required hereunder shall include the interests of PVWC. The Professional waives all rights against PVWC and all parties named as additional insured's in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss for damage, the insurer will have no rights of recovery against any of the parties named as additional insured's.

The Professional shall not commence any work under this Contract until the Professional has obtained, at the Professional's own expense, all insurance as set forth in this Article and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to PVWC. PVWC shall be included as an additional insured on the Professional's insurance policies (except for Workers' Compensation and Employer's Liability

policies) to the extent of the Professional's indemnification obligations under this Agreement and up to the required insurance coverage amount.

The Professional shall purchase and maintain, at its sole expense, insurance that will provide protection from claims and liabilities, which may arise out of or result from the Professional's performance and furnishing services and other obligations under this Contract, whether it is to be performed or furnished by the Professional, by any of the Professional's employees, by anyone directly or indirectly employed by any of them to perform or furnish services, or by anyone for whose acts any of them may be liable with companies satisfactory to PVWC as follows:

Worker's Compensation and Employer's Liability Insurance: covering all of the Professional's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$1 million for bodily injury by accident, \$1 million for occupational disease and \$1 million aggregate limit.

Commercial General Liability Insurance: with a limit of not less than \$2 million combined single limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and product liability coverage, as well as Professional Liability Coverage in the amount of \$1 million per occurrence / \$2 million aggregate. Blanket Contractual Liability Insurance must be included, expressly insuring the Professional's liability for occurrences assumed by the Professional under the indemnification clause of the Contract to the extent covered by the standard form Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).

Comprehensive Automobile Liability Insurance: covering the Professional for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1 million combined single limit for bodily injury and property damage.

Umbrella Liability Insurance: providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$10 million combined single limit for bodily injury and property damage and in addition thereto, Professional Liability coverage at the \$10 million limit.

Policy Limits: specified above are minimums, and wherever the law requires higher limits, the higher limits shall govern.

Forms of Policies: all liability insurance shall be on an occurrence basis.

11. Termination

PVWC may terminate this Contract upon the provision of one hundred twenty (120) days written notice to the Professional. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

The Professional may terminate this Contract upon the provision of one hundred twenty (120) days written notice to PVWC. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

12. Applicable Law

This Agreement is made and entered into in the County of Passaic, State of New Jersey. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Jersey, and venue and jurisdiction shall lie in the County of Passaic, unless otherwise agreed to by consent of both Parties and in accordance with applicable law.

13. The Agreement

The Agreement shall be deemed the entire Agreement between the Parties and shall consist of all component parts of the original RFP.

Any subsequent written addenda agreed to, signed and executed by both Parties.

14. Amendments

This Agreement may only be amended by a written document duly authorized by their respective governing bodies and properly executed and attested by the authorized officers of both Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement by their duly authorized officers, and have affixed their corporate seals, as of the day and year shown on the cover page.

**UNIVERSAL PROTECTION SERVICE, LLC
D/B/A ALLIED UNIVERSAL SECURITY SERVICES**

Witness or Attest

By: _____ By: _____
Secretary Authorized Signatory

(Seal)

PASSAIC VALLEY WATER COMMISSION

By: _____ By: _____
LOUIS AMODIO RUBY N. COTTON
Administrative Secretary President

SCHEDULES OF FEES AND/OR METHODS OF PROPOSED COMPENSATION

ATTACHMENT A

I. Total Projected Project Costs:

The Proposal shall utilize the table provided below for the breakdown of each Task and totals for the entire Project. Responder shall distribute hours/costs for items such as administrative or Out of Pocket (OOP) expenses into the appropriate Tasks set forth herein.

PVWC will consider the total price submitted by the Responder for the Project as a "not-to-exceed" total price. The Responder is made aware that the spreadsheet shall be utilized for comparison of the bidders' cost proposals. If various shifts are paid at differing rates, that information shall be incorporated into the spreadsheet. The successful Responder may utilize actual billing rates for billing purposes, however, the services shall not exceed the agreed-to total/sub-total amounts.

Reimbursement for authorized services will be on a Time-and-Materials basis, not to exceed the agreed-to amounts.

II. Schedule of Hourly Rates

A copy of the Responder's schedule of hourly rates and charges (the "Schedule of Hourly Rates and Charges") that will be utilized for the project and that will remain in effect for the duration of the Project shall be attached to this Appendix by the Responder. Reimbursement for Additional Services related to the Project, which are not included in the Scope of Work, and which are ordered in writing by PVWC, will be in accordance with the Schedule of Hourly Rates and Charges and shall be on a Time-and-Materials, Not to Exceed basis.

III. Allowance

In addition to the stipulated amount for services the Items as set forth herein, the Professional shall, upon specific written authorization by PVWC, perform certain additional supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not itemized herein. All additional supplementary services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization.

Year 1 (note1)	Hourly Rate	Hours	Sub-Total
Personnel 1: 24/7 coverage		8760	
Personnel 2: Coverage from 10am to 10pm		3650	
Allowance (note 2)			Sub-Total
Miscellaneous Work			\$5,000.00
		Total:	

Note 1: Costs include overtime, after hours and weekend work, employee background checks, training, supervisory and administrative requirements, reporting, vehicles, vehicle maintenance, fuel and mileage, radios, safety gear and all other equipment and materials required

Note 2: Miscellaneous Work may include special investigations, civil action proceedings, etc. No payment shall be made for this item unless such work is performed.

PASSAIC VALLEY WATER COMMISSION PROPERTIES

ATTACHMENT B

1	Little Falls Treatment Plant	800 Union Boulevard	Totowa
2	Beatties Dam	800 Union Boulevard	Totowa
3	Verona Storage tank	White Rock Road	Verona
4	Cross-Over Building	42 McBride Avenue	Woodland Park
5	Great Notch Reservoir, Pump Station and Storage Building	Rifle Camp Road	Woodland Park
6	New Street Reservoir and Pump Station	New Street & Rifle Camp Road	Woodland Park
7	Garrett Heights Pump Station	Mountain Avenue	Woodland Park
8	Levine Reservoir, Storage Building and Pump Station	Grand & New Streets	Paterson
9	Great Falls Pump Station	Spruce & Mc Bride Ave Extension	Paterson
10	Haledon Water System	174 Oxford Street	Paterson
11	East Side Pump Station	E. 26 th & Park Avenue	Paterson
12	Prospect Park Pump Station	Brown & N. 10 th	Prospect Park
13	Redwood Ave Pump Station	Chamberlain & Redwood Avenue	Paterson
14	Colonial Village Storage Tank	Granite & Grove Streets	Paterson
15	Manchester Pump Station	Brown Ave & Lake Shore Drive	Haledon
16	Prospect Park Storage Tank	Prescott Avenue	Prospect Park
17	Point View Reservoir, Gate House and Garage	1 Berdan Avenue	Wayne
18	Jackson Ave Pump Station	Jackson Avenue	Wayne
19	Wanaque South Pump Station	Fairfield Road	Wayne
20	Lincoln Park Water System and Pump Station	Boonton Road	Lincoln Park
21	High Crest Pump Station	High Crest Road	W. Milford
22	High Crest Storage Tank	Pawnee Terrace	W. Milford
23	Nosenzo Pond Well House	Nosenzo Pond Road	W. Milford
24	Bloomingtondale Water System and Mathews Ave Pump Station	Mathews Avenue	Riverdale
25	Meter Building	Van Houten Avenue	Clifton
26	Meter Building	Hepburn Road	Clifton
27	Mount Prospect Pump Station	Mt. Prospect & Allwood Road	Clifton
28	Clifton Admin. Building & Garage	1525 Main Avenue	Clifton
29	Botany Pump Station	Barbour & President Street	Passaic
30	Lodi Water System & Storage Tank	Harrison Ave & Memorial Drive	Lodi

RESOLUTION NUMBER: 21-99

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT NO. 19-B-18
"TRENCH SPOILS, ASPHALT AND CONCRETE REMOVAL
AND DISPOSAL SERVICES"**

DATE OF ADOPTION: NOVEMBER 10TH, 2021

Introduced by Commissioner: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

WHEREAS, under Contract 19-B-18 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" (the "Contract"), JR Haftek Co., Inc. of Paterson, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 18, 2019; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. as amended April 17, 2000 (the "Act"), certain discretionary provisions enabled under said Act, including extensions to existing contracts pursuant to N.J.S.A. 40A:11-15 (16) (the "LCPL"), were subsequently adopted by PVWC; and

WHEREAS, pursuant to the LCPL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about November 17, 2021, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and performance bonds, and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the existing contract; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 18, 2021 and ending on November 17, 2023; all as indicated in the Director of Engineering's memorandum dated November 2, 2021, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

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

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and a negotiated index adjustment of zero (0) percent to said unit prices, the total amount of this extended portion of the Contract equates to \$1,205,000.00; and

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

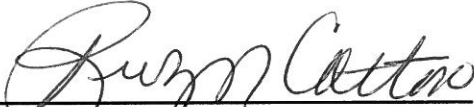
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards a 2-year extension to Contract 19-B-18 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" to JR Haftek Co., Inc. of Paterson, New Jersey commencing November 18, 2021 and expiring on November 17, 2023; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$1,205,000.00.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution and Exhibit A which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON



Secretary
JEFFREY LEVINE

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 9, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-18
"TRENCH SPOILS, ASPHALT AND CONCRETE
REMOVAL AND DISPOSAL SERVICES"**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED NOVEMBER 2, 2021**

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: November 2, 2021

To: Hon. Commissioners

From: P. Porcaro

CC: L. Amodio

Subject: 2-Year Extension of Contract 19-B-18 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services"

Under Contract 19-B-18 "Trench Spoils, Asphalt and Concrete Removal and Disposal Services", JR Haftek Co. of Paterson, New Jersey (the "Contractor") has, and continues to, provide goods and services consistently and reliably and effectively and efficiently on an as-needed basis with the said contract commencing on November 18, 2019. This 2-year contract, which is otherwise scheduled to end on or about November 17, 2021, includes a provision whereby PVWC may elect to allow the said contract to expire at the end of the time stipulated, or to extend the contract time by annual or multi-annual periods, for a total contract duration of not more than four (4) years, including extensions. A 2-year extension would result in an overall contract duration of four (4) years which would be permissible under the Local Public Contracts Law N.J.S.A. 40A:11-15 because it would not exceed the maximum allowable.

Attached is a copy of the Director of Purchasing's memorandum along with the Contractor's correspondence (both dated November 2, 2021) agreeing to a 2-year extension of the contract under the terms and conditions of the Contract Documents.

It is recommended that Contract 19-B-18 be extended for a 2-year period of time beginning November 18, 2021 and ending on November 17, 2023. Based on the re-establishment of the unit quantities for the 2-year extension, and negotiated adjustments of the unit prices [by the escalation Index⁽¹⁾ adjustment of zero (0) percent], all in accordance with the provisions of N.J.S.A. 40A:11-15, the total amount of the extended portion of the contract equates to \$1,205,000.00.

Note: (1) In accordance with N.J.S.A. 40A:11-15, the Index Rate is the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-18
"TRENCH SPOILS, ASPHALT AND CONCRETE
REMOVAL AND DISPOSAL SERVICES"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE
(BOTH DATED NOVEMBER 2, 2021)**

EXHIBIT B

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

DATE: November 2, 2021

FROM: Purchasing Department

TO: L. Amodio
Y. Brisman
Yitzchak Weiss

RE: **Contract # 19-B-18 2 Year Contract Extension-**
Trench Spoils, Asphalt and Concrete Removal and Disposal Services

The above referenced contract is due to expire 11/17/21. In accordance with the provisions of N.J.S.A. 40:A11 et seq., L 1999, C 440, we have the option to extend this contract for up to another two (2) years.

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

Current contract amount = \$1,205,000.00

Extension amount = **\$1,205,000.00**

Respectfully submitted,

Gregg B. Lucianin
Buyer

cc:
L. Amodio

Lucianin, Gregg

From: Roger Haftek <haftek@msn.com>
Sent: Tuesday, November 2, 2021 11:27 AM
To: Lucianin, Gregg
Subject: Re: 19-B-18 Two Year Extension

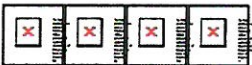
We accept these terms, thank you.

From: Lucianin, Gregg <GLucianin@PVWC.com>
Sent: Tuesday, November 2, 2021 11:18 AM
To: 'haftek@msn.com' <haftek@msn.com>
Subject: 19-B-18 Two Year Extension

Roger,

Your Contract 19-B-18 is due to expire 11/17/2021 and PVWC would like to offer you a Two Year Extension 11/18/2021 to 11/17/2023 @ 0% Increase.. please let me know as soon as you can if you accept these terms..

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



PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-18
"TRENCH SPOILS, ASPHALT AND CONCRETE
REMOVAL AND DISPOSAL SERVICES"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **19-B-18 (Re-Bid) Two Year Extension**
- **J.R. Haftek Company, Inc.**

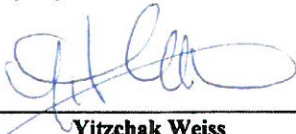
Amount of Project or Contract: \$ 1,205,000.00

1. Acct: # 001-0901-419-95-42 Purchases-Services / Outside Contractors

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

Other comments: Two Year Contract Extension Commencing: November 2021
Trench Spoils, Asphalt and Concrete Removal and Disposal Services

Date of Certification: 11/02/2021 Certified: \$ 1,205,000.00



Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:gbl

RESOLUTION # 21-~~101~~

PASSAIC VALLEY WATER COMMISSION

**AMENDED 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: NOVEMBER 10TH, 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: GERALD FRIEND

Seconded by Commissioner: RIGO SANCHEZ

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 **\$550,000**, with about **\$250,000** 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 LODI 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

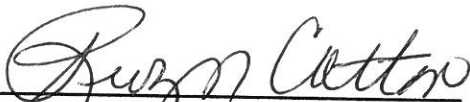
NOW, THEREFORE, BE IT RESOLVED, by the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

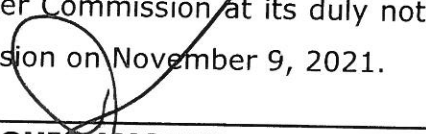


Secretary
JEFFREY LEVINE

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 November 9, 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 LODI 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, PVWC 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, PVWC and LODI have mutually agreed to enter into the Agreement for the Project (as specified herein), where the costs of the milling, paving and roadway striping 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 shall include all other agreed upon costs of the project which has been estimate to be \$550,000; 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, PVWC and LODI, 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 LODI and PVWC, 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 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 PVWC'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 PVWC in connection with the supply, transmission and/or distribution of water to users of the Water System located in the geographical boundaries of LODI.

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

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.

The costs of the milling, paving and roadway striping 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 shall include all other agreed upon project costs which total is estimated to be \$550,000 subject to final calculation based upon quantity and other agreed upon project costs as reasonably determined by Thomas Solfaro of Neglia Engineering Associates, Borough Engineer for the Borough of Lodi and subject to final approval by Patrick Porcaro, Director of Engineering of the Passaic Valley Water Commission.

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, PVWC's Contractor shall provide and maintain, at its cost and expense, Comprehensive General Liability Insurance on an occurrence basis, as will protect LODI 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 PVWC's Contractor, or any subcontractor or agent or anyone directly or indirectly employed by PVWC, or any and all of the 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 PVWC's Contractor, nor any of PVWC's Contractor's insurers, nor PVWC shall have any rights to subrogation against LODI.

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 LODI to make payments of amounts due and payable to PVWC within thirty (30) days following written notice from PVWC. 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. LODI shall also be subject to damages in an amount equal to the costs associated with PVWC 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 LODI to PVWC under the terms of this Agreement shall not be deemed a waiver of PVWC's rights to seek damages, in the event of a default by LODI 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 PVWC'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 PVWC's Contractor 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 PVWC or LODI) 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 PVWC and LODI. 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: _____
CAROLE L. D'AMICO SCOTT A. LUNA
BOROUGH CLERK MAYOR

WITNESS:
COMMISSION

PASSAIC VALLEY WATER

By: _____ By: _____
LOUIS AMODIO RUBY N. COTTON
Administrative Secretary President