



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #21-103

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: December 16, 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:

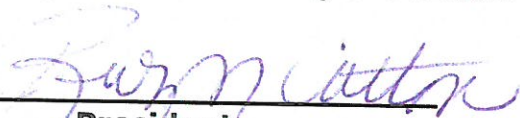
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting 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: 10:11 A.M.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


 President
 RUBY N. COTTON


 Secretary
 JEFFREY LEVINE

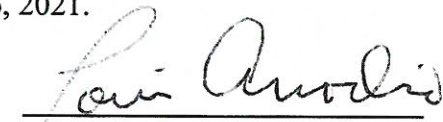
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of December 16, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 21-104

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT NO. 19-B-15
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING
AND PROTECTIVE DEVICE CALIBRATION"**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DEPADUA**

WHEREAS, under Contract 19-B-15 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" (the "Contract"), Siemens Industry, Inc. of Florham Park, 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 December 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 December 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 December 18, 2021 and ending on December 17, 2023; all as indicated in the Director of Engineering's memorandum dated December 8, 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 December 8, 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 \$902,434.00; 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-15 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" to Siemens Industry, Inc. of Florham Park, New Jersey commencing December 18, 2021 and expiring on December 17, 2023; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$902,434.00.
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

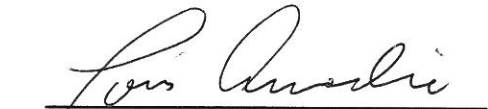


Secretary
JEFFREY LEVINE

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 December 16, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-15
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING
AND PROTECTIVE DEVICE CALIBRATION"**

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

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: December 8, 2021

To: Hon. Commissioners

From: P. Porcaro

CC: L. Amodio

Subject: 2-Year Extension of Contract 19-B-15 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration"

Under Contract 19-B-15 "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration", Siemens Industry, Inc. of Florham Park, 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 December 18, 2019. This 2-year contract, which is otherwise scheduled to end on or about December 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 December 8, 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-15 be extended for a 2-year period of time beginning December 18, 2021 and ending on December 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 \$902,434.00.

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-15
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING
AND PROTECTIVE DEVICE CALIBRATION"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE
(BOTH DATED DECEMBER 8, 2021)**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-15
"ELECTRICAL SYSTEM INSPECTION, MAINTENANCE, TESTING
AND PROTECTIVE DEVICE CALIBRATION"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

RESOLUTION # 21-105

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
2-YEAR EXTENSION OF CONTRACT NO. 19-B-20
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DEPADUA**

WHEREAS, under Contract 19-B-20 "Removal and Disposal of Process Residuals" (the "Contract"), Spectraserv, Inc. of Kearny, 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 December 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 December 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 December 18, 2021 and ending on December 17, 2023; all as indicated in the Director of Engineering's memorandum dated December 8, 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 (dated December 8 and December 10, 2021 respectively) 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 \$1,406,850.00; 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-20 "Removal and Disposal of Process Residuals" to

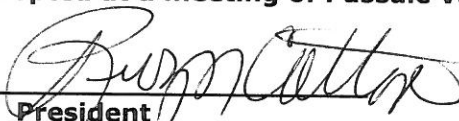
Spectraserv, Inc. of Kearny, New Jersey commencing December 18, 2021 and expiring on December 17, 2023; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$1,406,850.00.

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 December 16, 2021.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-20
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

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

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTER-OFFICE MEMORANDUM

Date: December 8, 2021

To: Hon. Commissioners

From: P. Porcaro

CC: L. Amodio

Subject: 2-Year Extension of Contract 19-B-20 "Removal and Disposal of Process Residuals"

Under Contract 19-B-20 "Removal and Disposal of Process Residuals", Spectraserv, Inc. of Kearny, 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 December 18, 2019. This 2-year contract, which is otherwise scheduled to end on or about December 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 (dated December 8 and December 10, 2021 respectively) 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-20 be extended for a 2-year period of time beginning December 18, 2021 and ending on December 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 \$1,406,850.00.

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-20
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

**DIRECTOR OF PURCHASING'S MEMORANDUM
AND CONTRACTOR'S CORRESPONDENCE
(DATED DECEMBER 8 AND DECEMBER 10, 2021 RESPECTIVELY)**

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT 19-B-20
"REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"**

PVWC'S FINANCIAL CERTIFICATION

EXHIBIT C

RESOLUTION # 21-106

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AWARD PROJECT NO. 21-P-81 ENTITLED "ENGINEERING
SERVICES FOR A FEASIBILITY STUDY AND DESIGN OF A NEW
FINISHED WATER TRANSFER PUMP STATION"**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DEPADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 21-P-81 "Engineering Services for a Feasibility Study and Design of a New Finished Water Transfer Pump Station" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

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

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

December 7, 2021 is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC memorandum, the firm of Mott MacDonald, LLC of Iselin, 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 November 16, 2021 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$1,841,118.00 for services related to the Project, which cost appears reasonable considering the nature and scope of work involved; and

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

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

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

WHEREAS, the Response and solicitation are on file in the office of the Administrative Secretary and available for inspection; and

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$1,841,118.00, for services related to the Project; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RUBY N. COTTON

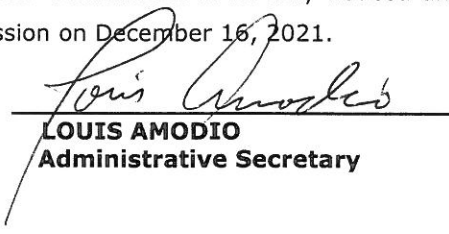


Secretary
JEFFREY LEVINE

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 December 16, 2021.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-81

**"ENGINEERING SERVICES FOR A FEASIBILITY STUDY AND
DESIGN OF A NEW FINISHED WATER TRANSFER PUMP
STATION"**

PVWC MEMORANDUM DATED DECEMBER 7, 2021

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 7, 2021

To: Hon. Commissioners

From: P. Porcaro

cc: L. Amodio
G. Lucianin
Y. Weiss

Re: Request to Award Project No. 21-P-81 "Engineering Services for a Feasibility Study and Design of a New Finished Water Transfer Pump Station"

Summary

It is recommended that Project No. 21-P-81 "Engineering Services for a Feasibility Study and Design of a New Finished Water Transfer Pump Station" (the "Project") be awarded to Mott MacDonald, LLC of Iselin, New Jersey (the "Consultant") with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$1,841,118.00.

Background

Following solicitation to professional services providers under (N.J.S.A. 19:44A-20.7) under the "Fair and Open Process", on November 16, 2021 two (2) responses were received and evaluated by PVWC based on criteria as set forth in the request for responses. A summary of not-to-exceed total costs submitted by the applicable responders for the Project, along with the total points based on PVWC's evaluation of the said responses, are set forth below.

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

EVALUATION OF RESPONSES RECEIVED

CONSULTANT	TOTAL AMOUNT	TOTAL POINTS⁽¹⁾
Mott MacDonald, LLC. ⁽²⁾⁽⁴⁾	\$1,841,118.00	955
CME Associates ⁽³⁾	\$1,966,868.00	760

Notes: (1) Using evaluation criteria set forth in the RFP.

(2) Mott MacDonald, LLC of Iselin, NJ

(3) CME Associates of Parlin, NJ

(4) Recommended for award, price and other factors considered.

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-81

**"ENGINEERING SERVICES FOR A FEASIBILITY STUDY AND
DESIGN OF A NEW FINISHED WATER TRANSFER PUMP
STATION"**

FORM OF AGREEMENT

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Mott MacDonald, LLC., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 111 Wood Avenue South, Iselin, New Jersey 08830.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its ongoing efforts related to providing engineering services for conducting a feasibility study and design of a new finished water transfer pump station, Project 21-P-81 (hereinafter the "PROJECT"); and

WHEREAS, PVWC requires Professional Services to assist it in implementing the PROJECT; and:

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 16, 2021, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for up to a three year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

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

3. The cost of services performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT shall be as stipulated and/or required by PVWC in Appendix F, or, where not stipulated and/or required by PVWC in Appendix F, shall be in accordance with the PROPOSAL (refer to Exhibit A attached hereto). The Proposal shall include, on a separate page, a schedule of Professional's hourly rates for technical and related support services and non-labor expenses. PROFESSIONAL shall

invoice PVWC its services hereunder after completion thereof and on the basis of reports and accompanying documents, if appropriate, on a monthly basis, including therein information as to progress in performance as against one hundred percent (100%) completion thereof and also showing amounts previously compensated hereunder, as against the total authorization. When the billing amount for actual work performed and costs incurred during the period covered by the invoice is less than \$1,000 the PROFESSIONAL shall add the service and costs to the next billing cycle. To the extent items appearing on invoices presented by PROFESSIONAL are not contested, PVWC will remit payment of the invoice as soon as it can reasonably process same in the normal course of business and barring any failure of systems related thereto or unusual staffing shortages. If at any time it appears to PROFESSIONAL that the proposed scope of services to be performed on the different aspects of any PROJECT will exceed that which was authorized by PVWC, PROFESSIONAL shall clearly indicate same in its continuing written reports. The PROJECT shall be invoiced separately. Each invoice shall include a breakdown of hours expended along with the names of individual expending said hours, along with a breakdown of charges from subcontractors where applicable and out-of-pocket expenses chargeable to the PROJECT. Each invoice shall include a summary sheet including total amount billed for the time period covered by the invoice and the time period covered, total amount billed to date, total not-to-exceed dollar amount for cost of services (said amounts as set forth or defined in Paragraph 3 herein), and balance remaining.

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance against the following risk during the term of this AGREEMENT:

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

b) General Liability and Automobile Liability (each including excess coverage as required) and each in the amount of not less than \$1,000,000 for personal injury or property damage to third parties which arises from PROFESSIONAL'S performance under this AGREEMENT; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the PROPOSAL, or where not set forth in the PROPOSAL, shall be as negotiated by PVWC for the PROJECT or as otherwise set forth elsewhere herein.

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

22. PVWC designates the Executive Director, the Director of Engineering, or the General Counsel of the PVWC as its designated representative having authority to give instructions, receive information, define PVWC'S policies, and make decisions with respect to the scope of the work to be performed. PVWC reserves the right to change these designees from time to time and will notify PROFESSIONAL of any change(s) in writing.

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

24. This AGREEMENT may be executed in several counterparts and all so executed documents shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

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

PROFESSIONAL FIRM

Witness or Attest

Secretary
(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RUBY COTTON
President

PASSAIC VALLEY WATER COMMISSION

PROJECT NO. 21-P-81

**"ENGINEERING SERVICES FOR A FEASIBILITY STUDY AND
DESIGN OF A NEW FINISHED WATER TRANSFER PUMP
STATION"**

PVWC'S FINANCIAL CERTIFICATION SHEET

EXHIBIT C

**RESOLUTION # 21-107
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AWARD CONTRACT NO. 21-V-12 ENTITLED
"FURNISH AND DELIVER SODIUM HYPOCHLORITE"**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DEPADUA**

WHEREAS, on June 24, 2021, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 21-V-12 "Furnish and Deliver Sodium Hypochlorite"; and

WHEREAS, said bids have been reviewed by the Executive Director, Director of Engineering and Director of Purchasing; and

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

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of JCI Jones Chemicals, Inc., of Sarasota, Florida (the "Awardee") with respect to said bid in the amount of \$1,702,500.00; and

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

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

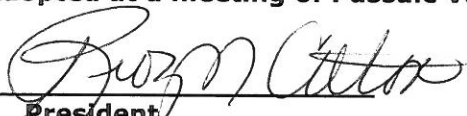
1. That Contract No. 21-V-12 "Furnish and Deliver Sodium Hypochlorite" in the total amount of \$1,702,500.00 in connection with the above described goods and services is hereby awarded to the Awardee; and
2. That the appropriate officers of the Commission are hereby authorized to execute the Contract; and implement the terms of said Contract in accordance with this Resolution and the

submissions provided in connection therewith, with respect to solicitation for bids made in connection with Contract 21-V-12 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

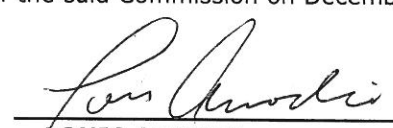


Secretary
JEFFREY LEVINE

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 December 16, 2021.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 21-108

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
SHARED (COOPERATIVE) SERVICES AGREEMENT
(22 7234 8056 RA) WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: SANCHEZ

Seconded by Commissioner: DEPADUA

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated November 16, 2021 and a Shared (Cooperative) Services Agreement (USDA Agreement 22 7234 8056 RA), (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the scope of services (hereinafter "Services") of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the strength of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs (while maintaining a humane approach), with the Agreement to commence January 1, 2022 and continue through September 30, 2022; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$12,070.00 as set forth in in the section entitled "Financial Plan" to the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, and Director of Purchasing, and is recommended for acceptance; and

WHEREAS, a copy of the Director of Engineering's memorandum dated December 7, 2021, along with a copy of the Agreement and other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, PVWC has determined that the public health, safety, and welfare of its Customers can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide 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; 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 the Agreement in the total amount set forth hereinabove in connection with the above described Services is hereby awarded to USDA; all 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 and intentions of this Resolution and the Agreement as set forth hereinabove.

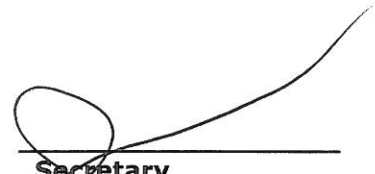
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 December 16, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

**DIRECTOR OF ENGINEERING'S MEMORANDUM
DATED DECEMBER 7, 2021**

**USDA CORRESPONDENCE DATED NOVEMBER 16, 2021
AND USDA AGREEMENT 22 7234 8056 RA**

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 7, 2021

To: Hon. Commissioners

From: P. Porcaro

cc: L. Amodio
G. Lucianin
L. Bresemann

Re: Cooperative Services Agreement with USDA for
Canada Goose Damage Management Project

Summary:

It is recommended that the Commission authorize and approve the shared (cooperative) services agreement with The United States Department of Agriculture ("USDA") for USDA to assist PVWC with the Canada Goose Damage Management Project (the "Project").

The Project is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the strength of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs in a humane manner.

If approved, the Project will commence on or about January 1, 2022 and continue through September 30, 2022 with PVWC's financial contribution to USDA to be in the amount of \$12,070.00.

Background:

The United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted correspondence dated November 16, 2021, and a Shared (Cooperative) Services Agreement (USDA Agreement 22 7234 8056 RA), (the "Agreement") authorizing USDA to assist PVWC in the Project.

The performance of the Agreement is intended to commence January 1, 2022 (or as soon thereafter as authorized) and continue through September 30, 2022.

The financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$12,070.00 as set forth in the section entitled "Financial Plan" to the Agreement.

Subject to review and approval by the Law Department, it is recommended that the Commission authorize and approve the shared (cooperative) services agreement with USDA.

PASSAIC VALLEY WATER COMMISSION
SHARED (COOPERATIVE) SERVICES AGREEMENT WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT
PVWC'S FINANCIAL CERTIFICATION SHEET
EXHIBIT B

RESOLUTION # 21-109

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
STATE CONTRACT #21-TELE-01506
COMPUTER EQUIPMENT**

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **DEPADUA**

WHEREAS, critical computer equipment is outdated and must be upgraded to strengthen the resilience and security of PVWC's network and SCADA system; and

WHEREAS, State Contract #21-TELE-01506 (the "State Contract") is for the procurement of said computer equipment needed to complete these essential IT-related security projects; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, PVWC has elected to procure the above-referenced computer equipment from SHI Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$545,745.90, and a copy of a memorandum dated December 8, 2021 from PVWC's Director of Purchasing and a copy of a memorandum dated December 9, 2021 from the IT Division, along with other relevant correspondence, is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law provides for the awarding of said contract to the Awardee; and

WHEREAS, the Executive Director, the Director of Engineering, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendations of the Director of Purchasing and the IT Division;

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

1. That the State Contract for procurement of the above-referenced computer equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

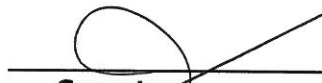
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 December 16, 2021.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

PROCUREMENT OF COMPUTER EQUIPMENT

**PVWC'S PURCHASING DEPARTMENT
MEMORANDUM DATED DECEMBER 8, 2021**

**PVWC'S IT DIVISION
MEMORANDUM DATED DECEMBER 9, 2021**

PVWC'S FINANCIAL CERTIFICATION SHEET

AND OTHER RELEVANT INFORMATION

EXHIBIT A

RESOLUTION NUMBER: 21-110

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

APPOINTMENT OF JAMES MUELLER AS EXECUTIVE DIRECTOR

DATE OF ADOPTION: DECEMBER 16, 2021

Introduced by Commissioner: **SANCHEZ**

Seconded by Commissioner: **KOLODZIEJ**

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

1. That PVWC does hereby appoint James Mueller as Executive Director, effective upon commencement of the position, and not later than February 1, 2022, under the terms and conditions negotiated for the position.
2. That appropriate officers of the Commission 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.

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 December 16, 2021.

A handwritten signature in cursive script, appearing to read "Louis Amodio", is written over a horizontal line.

LOUIS AMODIO
Administrative Secretary