

RESOLUTION NO. 23-23

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING AN INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT WITH ROMAN E&G FOR
INSPECTION WORK TO BE PERFORMED UNDER CONTRACT NO.
22-B-16**

DATE OF ADOPTION: JANUARY 25, 2023

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, it is desirous of the Passaic Valley Water Commission ("PVWC") to enter into an Indemnification and Hold Harmless Agreement with Roman E & G Corporation ("Roman") for Roman to support PVWC's Distribution Department to conduct all hydrant and valve inspections in advanced of the hydrant replacement work for up to 1,000 job sites, assigned by PVWC throughout the Commission's territories as set forth in an Indemnification and Hold Harmless Agreement (the "Agreement"), a copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Agreement has been reviewed by General Counsel and the Director of Engineering and is recommended for acceptance.

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

1. That the Agreement with Roman to permit Roman to utilize equipment and tools to aid Roman in conducting the inspection of valves and hydrants is hereby authorized and approved; and
2. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
RUBY N. COTTON

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 January 25, 2023.



LOUIS AMODIO
Administrative Secretary

The signatories hereto, hereby represent that they have been duly authorized to execute this document in accordance with law, on behalf of, and bind the parties hereto with respect to the obligations, duties, liabilities and responsibilities, both explicit and implicit, as set forth in this Agreement.

Attest:
(Seal)

ROMAN E&G CORPORATION

Notary Public of New Jersey

By _____

Attest:
(Seal)

PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary

By _____
President

**PASSAIC VALLEY WATER COMMISSION
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement (the “Agreement”) between Passaic Valley Water Commission, “Indemnifier” (hereinafter “PVWC”) having offices at 1525 Main Avenue, Clifton, New Jersey 07011, (the “Premises”) and Roman E & G Corporation, having offices at 14 Ogden Street, New Jersey 07104 the “Indemnatee” (hereinafter "Roman").

WHEREAS, Roman will support PVWC’s Distribution Department to conduct all hydrant and valve inspections in advanced of the hydrant replacement work for up to 1,000 job sites, assigned by PVWC throughout the Commission’s territories; and

WHEREAS, it is desirous to allow Roman to utilize equipment and tools to access and operate PVWC’s valves and hydrants for performing said inspections; and

WHEREAS, PVWC is amenable to permit Roman to utilize equipment and tools to aid Roman in conducting the inspection of valves and hydrants, limited as to the time required to perform all Work under Contract No. 22-B-16.

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PVWC, on behalf of its officers, agents, employees, contractors and affiliated agencies, hereby acknowledges, recognizes and agrees that Roman shall not be responsible, unless in the case of negligence, for any damage caused to PVWC’s assets, including valves, hydrants and water mains occurring in connection with or arising out of the proposed activities to be conducted in or about or in connection with the job sites or otherwise, by reason of any existing or future condition, defect, matter or thing in said premises, or for the acts or omissions of any persons or entities including any equipment, fixture apparatus or facilities in connection with or related to said activities. PVWC agrees to hold Roman harmless, indemnify, defend and save Roman from any and all claims and liability for losses of or damage to property or injuries to or death of any persons or entities in connection with proposed activities or in connection with, or arising out of said activities, including, but not limited to the obligation to defend Roman together with any other costs, fees, or expenses which arise out of the activities and circumstances contemplated by, or arising out of, or caused by this Agreement or any actions, omissions or activities arising therefrom.

The signatories hereto, hereby represent that they have been duly authorized to execute this document in accordance with law, on behalf of, and bind the parties hereto with respect to the obligations, duties, liabilities and responsibilities, both explicit and implicit, as set forth in this Agreement.

Attest:
(Seal) ROMAN E&G CORPORATION

Notary Public of New Jersey By _____

Attest:
(Seal) PASSAIC VALLEY WATER COMMISSION

LOUIS AMODIO
Administrative Secretary By _____
President