



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-EXE-1

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: FEBRUARY 26, 2025

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: CARMEN DEPADUA offers the following Resolution for adoption:

WHEREAS, Section 8 of the Open Public Meetings Act, c. 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS the public body is of the opinion that such circumstances presently exist:

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Passaic Valley Water Commission:

- 1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; 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: DEBORAH RIZZI Time:11:30 a.m.

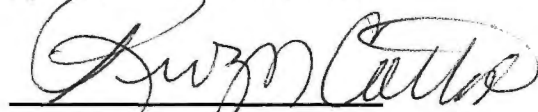
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSA LIER, R.	___	___	___	<u> X </u>
COTTON, R.	<u> X </u>	___	___	___
LEVINE, J.	<u> X </u>	___	___	___
RIZZI, D.	<u> X </u>	___	___	___
FRIEND, G.	<u> X </u>	___	___	___
DEPADUA, C.	<u> X </u>	___	___	___
SANCHEZ, R.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY N. COTTON

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 FEBRUARY 26, 2025.


LOUIS AMODIO
Administrative Secretary

2025 AUTHORITY BUDGET RESOLUTION

Passaic Valley Water Commission

FISCAL YEAR: January 01, 2025 to December 31, 2025

WHEREAS, the Annual Budget for Passaic Valley Water Commission for the fiscal year beginning January 01, 2025 and ending December 31, 2025 has been presented before the governing body of the Passaic Valley Water Commission at its open public meeting of February 26, 2025; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$128,636,292.00, Total Appropriations including any Accumulated Deficit, if any, of \$114,416,080.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$105,789,946.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$20,000,000.00; and

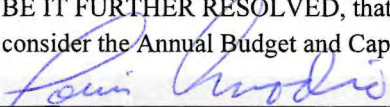
WHEREAS, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on February 26, 2025 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the) Passaic Valley Water Commission for the fiscal year beginning January 01, 2025 and ending December 31, 2025, is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for Adoption on March 31, 2025.



 (Secretary's Signature)

February 26, 2025

 (Date)

Governing Body Recorded Vote

Member	Aye	Nay	Abstain	Absent
Ruby Cotton	x			
Carmen DePadua	x			
Gerald Friend	x			
Jeffrey Levine	x			
Deborah Rizzi	x			
Ronald Van Rensalier				x
Rigoberto Sanchez	x			

2025 Commission Budget Resolution Passaic Valley Water Commission

FISCAL YEAR: FROM January 1, 2025 TO December 31, 2025

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2025 and ending, December 31, 2025 has been approved by the governing body of the Passaic Valley Water Commission at its open public meeting of February 26, 2025; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$128,636,292, Total Appropriations, including any Accumulated Deficit if any, of \$114,416,080 and Total Unrestricted Net Assets utilized of \$0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$105,789,946 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$20,000,000; and

WHEREAS, it is anticipated that the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Commission, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law; and

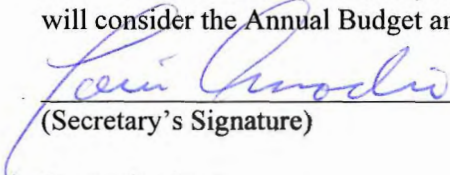
WHEREAS, the Commissioners wished to spend more time, study and effort examining the proposed budget and attempting to find potential economies, especially with respect to the expense side of the proposed budget, in concert with Passaic Valley Water Commission staff and approved the budget at its scheduled meeting of February 26, 2025; and

WHEREAS, the Commission normally is required to submit its budget for approval sixty days before the beginning of its fiscal year,

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on February 26, 2025, that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2025 and ending, December 31, 2025 was approved for late submission subject to the above-recited reservations; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for adoption on March 31, 2025.



(Secretary's Signature)

February 26, 2025
(Date)

Governing Body	Recorded Vote			
Member:	Aye	Nay	Abstain	Absent
Cotton, Ruby	x			
DePadua, Carmen	x			
Friend, Gerald	x			
Levine, Jeffrey	x			
Rizzi, Deborah	x			
Van Rensalier, Ronald				x
Sanchez, Rigoberto	x			

RESOLUTION NO. 25-018

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-V-01 ENTITLED
"FURNISH AND DELIVER FLOCCULATION AID DRY POLYMER"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, on February 13, 2025, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-V-01 entitled "Furnish and Deliver Flocculation Aid Dry Polymer"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Polydyne, Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, in the amount of \$55,200.00 for a period of one (1) year; and

WHEREAS, the bid has been reviewed by the Engineering Department and the Director of Purchasing and a copy of said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefore; 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 as **Exhibit B**;

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, as set forth hereinabove; 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

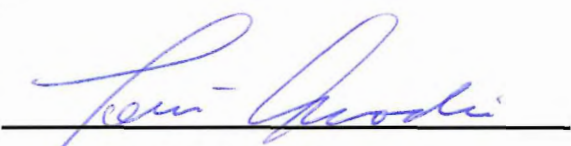


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Thickening Aid Polymer

Contract # 25-V-01 Clarifloc A-210

Bid Tabulation Evaluation

Bid Opening Date: February 13, 2025 at 2:00PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne, Inc. P.O. Box 279 Riceboro, GA 31323	<input type="checkbox"/> Certified Check	\$55,200.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 10%		<input type="checkbox"/> Public Works Cont. Cert.
	<input checked="" type="checkbox"/> \$20,000		<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> \$20,000		<input type="checkbox"/> EEO

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 25-V-01
"Furnish and Deliver
Flocculation Aid Dry Polymer"
Polydyne, Inc.

Amount of Project or Contract:

\$55,200.00 - Contract 25-V-01

1. Acct: # 001-1002-4221-70-11
PURCHASES/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
Budget: 2025

Other comments: One Year Commencing in February 2025

Date of Certification: February 26, 2025

Amount Certified: \$55,200.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-019

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-V-02 ENTITLED
"FURNISH AND DELIVER SULFURIC ACID"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, on February 13, 2025, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-V-02 entitled "Furnish and Deliver Sulfuric Acid"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Brenntag Northeast, LLC, Inc. of Reading, Pennsylvania, (the "Awardee") with respect to said bid, in the amount of \$825,000.00 for a period of one (1) year; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefore; 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 as **Exhibit B**;

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, as set forth hereinabove; 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	<u>X</u>	___	___	___
LEVINE, J.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___
VAN RENSA LIER, R.	___	___	___	<u>X</u>
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

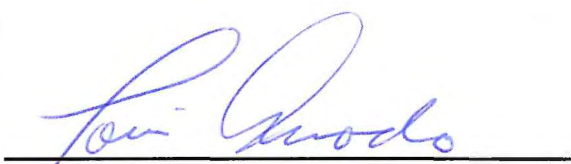


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Sulfuric Acid

Contract # 25-V-02

Bid Tabulation Evaluation

Bid Opening Date: February 13, 2025 at 2:00PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Brenntag Northeast, LLC	<input type="checkbox"/> Certified Check	\$825,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 10% \$20,000		<input type="checkbox"/> Public Works Cont. Cert.
UnivarSolutions, LLC.	<input type="checkbox"/> Certified Check	\$903,000.00	<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20,000		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Not to Exceed \$20,000		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> EEO
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> EEO
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed		<input type="checkbox"/> Other Consent of Surety

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 25-V-02
"Furnish and Deliver Sulfuric Acid"
Brenntag Northeast, LLC

Amount of Project or Contract:

\$825,000.00 - Contract 25-V-02

1. Acct: # 001-1002-4221-70-11
PURCHASES/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
Budget: 2025

Other comments: One Year Commencing in February 2025

Date of Certification: February 26, 2025

Amount Certified: \$825,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-020

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-B-02 ENTITLED
"EMERGENCY WATER MAIN REPAIRS
AND APPURTENANCE REPLACEMENT"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, on February 13, 2025, four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-02 entitled "Emergency Water Main Repairs and Appurtenance Replacement"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of J. Fletcher Creamer & Sons, Inc., of Hackensack, New Jersey, (the "Awardee") with respect to said bid, in the amount of \$8,078,733.00 for a period of two (2) years; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing and a copy of said bid tabulation sheet is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the Local Public Contracts Law provides for award of the Contract upon receipt of bids and qualifications of bidders therefore; 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 as **Exhibit B**;

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, as set forth hereinabove; 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.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u> X </u>	___	___	___
DEPADUA, C.	<u> X </u>	___	___	___
FRIEND, G.	<u> X </u>	___	___	___
LEVINE, J.	<u> X </u>	___	___	___
RIZZI, D.	<u> X </u>	___	___	___
VAN RENSA LIER, R.	___	___	___	<u> X </u>
SANCHEZ, R.	<u> X </u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

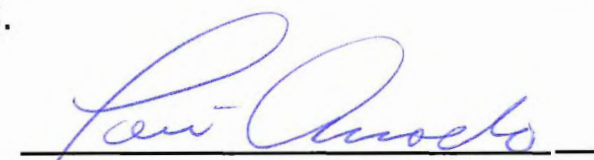


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title Emergency Water Main Repairs

Contract #25-B-02

Bid Tabulation Evaluation

Bid Opening Date: February 13, 2025 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Shauger Property Services, Inc. 429 Dodd Street East Orange, NJ 07017	Certified Check	\$8,056,900.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%	\$10,156,900.00	Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert. X EEO
J. Fletcher Creamer 101 East Broadway Hackensack, NJ 07601	Certified Check	\$8,078,733.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert. X EEO
Montana Construction Corp., Inc. 80 Contant Avenue Lodi, NJ 07644	Certified Check	\$8,325,000.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert. X EEO
Colonelli Brothers Inc. 409 S. River Street Hackensack, NJ 07601	Certified Check	\$8,593,950.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert. X EEO
	Certified Check		Business Registration Cert.
	Cashier's Check		PVWC Consent of Surety
	Bid Bond		Other Consent of Surety
	Not to Exceed		X Public Works Cont. Cert. EEO
	Certified Check		Business Registration Cert.
	Cashier's Check		PVWC Consent of Surety
	Bid Bond		Other Consent of Surety
	Not to Exceed		X Public Works Cont. Cert. EEO
	Certified Check		Business Registration Cert.
	Cashier's Check		PVWC Consent of Surety
	Bid Bond		Other Consent of Surety
	Not to Exceed		X Public Works Cont. Cert. EEO

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 25-B-02
"Emergency Water Main Repairs and
Appurtenance Replacement"
J. Fletcher Creamer & Son, Inc.

Amount of Project or Contract:

\$8,078,733.00 - Contract 25-B-02

1. Acct: # 001-0901-419-95-18
CAPITAL/PIPES
2. Specific Appropriation to which expenditures will be charged:
Capital: 2025

Other comments: Two Years Commencing in February 2025

Date of Certification: February 26, 2025

Amount Certified: \$8,078,733.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-021

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION TO APPROVE CHANGE ORDER NO. 1 AND TIME
EXTENSION FOR PROJECT NO. 22-P-80 ENTITLED
"PROFESSIONAL SERVICES FOR ELECTRONIC
AND CREDIT CARD PAYMENT"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **RUBY N. COTTON**

WHEREAS, PVWC awarded Contract No. 22-P-80 entitled "Professional Services for Electronic and Credit Card Payments" (the "Project") to CARDChoice Merchant Services, LLC. (CARDChoice) of Fairfield, New Jersey at PVWC's Commission Meeting on April 23, 2023, all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$332,500.00 to provide remote payment processing services to PVWC; and

WHEREAS, on April 24, 2024, PVWC extended the project by a term of one (1) year while PVWC sought alternative remote payment processing options; and

WHEREAS, PVWC has awarded Contract 24-C-03 to Paymentus who will be providing PVWC with a remote payment processing program that meets the needs of PVWC; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue support for the this project while Paymentus implements a new remote payment processing program and increase the Contract Price with an additional increase of \$250,000.00 which brings the total adjusted Contract Price up to \$582,500.00; and

WHEREAS, the PVWC seeks a time extension for the Project thereby setting a new expiration date of September 30, 2025; 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 as **Exhibit A.**

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

1. That PVWC hereby authorizes Change Order No. 1 and contract extension to the terms as set forth hereinabove; and
2. 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; 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 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
COTTON, R.	<u>X</u>	---	---	---
DEPADUA, C.	<u>X</u>	---	---	---
FRIEND, G.	---	---	<u>X</u>	---
LEVINE, J.	<u>X</u>	---	---	---
RIZZI, D.	<u>X</u>	---	---	---
VAN RENSA LIER, R.	---	---	---	<u>X</u>
SANCHEZ, R.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

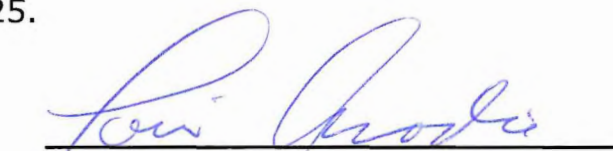


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

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: Change Order No. 1- Contract No. 22-P-80
"Electronic & Credit Card Payments"
CARDChoice Merchant Services, LLC

Amount of Project or Contract:

NTE \$250,000.00

1. Acct: # 001-0601-416-72-25
Credit Card Fees
2. Specific Appropriation to which expenditures will be charged:
Budget/2025

Other comments: Extend Agreement to September 30, 2025

Date of Certification: February 26, 2025

Amount Certified: \$250,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-022

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE RENEWAL OF PVWC'S ANNUAL
SUBSCRIPTION OF ENTERPRISE SOFTWARE UNDER THE NEW
JERSEY COOPERATIVE PURCHASING ALLIANCE CONTRACT NO.
CK04, SUBCONTRACT NO. 24-38**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, PVWC utilizes Enterprise Subscription Software which allows PVWC to conduct business safely and securely. This software must be renewed annually; and

WHEREAS, the PVWC seeks to procure the software renewal using the New Jersey Cooperative Purchasing Alliance (the "Co-op"), State Contract Number CK04, Subcontract No. 24-38, as described on Quotation Number 25578608, which is attached hereto as **EXHIBIT A**; 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 network equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$63,600.00, a copy of a memorandum dated January 29, 2025 from the Director of the IT Department, which is attached hereto as **EXHIBIT B**, and the Financial Certification along with other relevant correspondence, is attached hereto and made a part hereof as **EXHIBIT C**; 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 recommendation of the IT Department;

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

1. That the Purchasing Cooperative for procurement of the above-referenced licenses 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
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

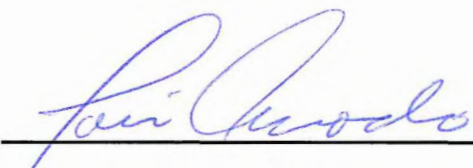


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Thickening Aid Polymer

Contract # 25-V-01 Clarifloc A-210

Bid Tabulation Evaluation

Bid Opening Date: February 13, 2025 at 2:00PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Polydyne, Inc. P.O. Box 279 Riceboro, GA 31323	_____ Certified Check	\$55,200.00 \$2,760.00 per Tote 20 Totes	_____ X Business Registration Cert.
	_____ Cashier's Check		_____ X PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ X Not to Exceed 10%		_____ Public Works Cont. Cert.
	_____ X \$20,000		_____ X EEO
	_____ Certified Check		_____ Business Registration Cert.
	_____ Cashier's Check		_____ PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ Not to Exceed		_____ Public Works Cont. Cert.
	_____ \$20,000		_____ EEO
	_____ Certified Check		_____ Business Registration Cert.
	_____ Cashier's Check		_____ PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ Not to Exceed		_____ Public Works Cont. Cert.
	_____ \$20,000		_____ EEO
	_____ Certified Check		_____ Business Registration Cert.
	_____ Cashier's Check		_____ PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ Not to Exceed		_____ Public Works Cont. Cert.
	_____ \$20,000		_____ EEO
	_____ Certified Check		_____ Business Registration Cert.
	_____ Cashier's Check		_____ PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ Not to Exceed		_____ Public Works Cont. Cert.
	_____ \$20,000		_____ EEO
	_____ Certified Check		_____ Business Registration Cert.
	_____ Cashier's Check		_____ PVWC Consent of Surety
	_____ Bid Bond		_____ Other Consent of Surety
	_____ Not to Exceed		_____ Public Works Cont. Cert.
	_____ \$20,000		_____ EEO

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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 25-V-01
"Furnish and Deliver
Flocculation Aid Dry Polymer"
Polydyne, Inc.

Amount of Project or Contract:

\$55,200.00 - Contract 25-V-01

1. Acct: # 001-1002-4221-70-11
PURCHASES/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
Budget: 2025

Other comments: One Year Commencing in February 2025

Date of Certification: February 26, 2025

Amount Certified: \$55,200.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-023

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 20-C-1
"PROFESSIONAL SERVICES FOR SOFTWARE IMPLEMENTATION
OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM
(CMMS)"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Contract No. 20-C-1 entitled " Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)" (the "Project") was awarded to Cardno, Inc. who was purchased by Stantec Consulting Service, Inc. ("Stantec") of Clearwater, Florida at PVWC's Commission Meeting dated June 9, 2021 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$1,440,685.00; and

WHEREAS, PVWC previously provided Stantec with a non-compensatory time extension to December 31, 2024; and

WHEREAS, it is recommended that PVWC provide the Contractor with a second non-compensatory time extension to the existing contract from December 31, 2024 (Resolution # 24-071) to December 31, 2025 to provide Contractor the additional time to complete contingency tasks associated with CIS and GIS and support and training as summarized in the Director of IT's memorandum dated February 12, 2025 in **Exhibit A**;

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 contract extension to the terms as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other 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
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

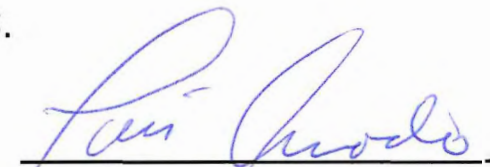


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: February 12, 2025
Re: Request permission to extend contract # 20-C-1 "Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)"

Please accept this memo as a request to extend contract # 20-C-1 "Professional Services for Software Implementation of Computerized Maintenance Management System (CMMS)" to the end of calendar year 2025.

Project contingencies must be addressed to deliver the as contractually stipulated. Items that will be addressed through said contingencies are:

- CIS Interface Enhancement.
- CIS Interface Modification.
- GIS supported relationships for work zones.
- Support/Training.

The current Purchase Order 232044 expired on 6-8-2024, and there are remaining tasks needing a longer time to complete. Stantec, the contract vendor, asks that a new purchase order be issued, that matches the remaining amount in PO# 232044; \$238,570.00 to finish the listed items above. As a result, the IT department is recommending the Board approves the requested extension.

RESOLUTION # 25-024

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION TO APPROVE CHANGE ORDER NO. 1 AND TIME
EXTENSION FOR PROJECT NO. 23-PA-02 ENTITLED
"PROFESSIONAL SERVICES FOR DEVELOPMENT OF AN
ENTERPRISE DASHBOARD MANAGEMENT SYSTEM"**

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **DEBORAH RIZZI**

WHEREAS, PVWC awarded Contract No. 23-PA-02 entitled "Professional Services for Development of an Enterprise Dashboard Management System" (the "Project") to Hazen & Sawyer, P.C., ("Hazen") of Iselin, New Jersey at PVWC's Commission Meeting on September 23, 2023 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$500,000.00; and

WHEREAS, the Chief Engineer has reviewed Hazen's Proposal dated February 18, 2025, for ongoing work and work already performed, attached hereto and made a part hereof as **Exhibit A** and found it to be reasonable, considering the nature and scope of additional Work involved; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue support for the duration of said contract and increase the Contract Price with an additional increase of \$90,070.00 which brings the total adjusted Contract Price up to \$590,070.00; and

WHEREAS, the PVWC seeks a time extension for the Project thereby setting a new expiration date of June 30, 2025; 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 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 Change Order No. 1 and contract extension to the terms as set forth hereinabove; and
2. 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; 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 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
COTTON, R.	<u>X</u>	—	—	—
DEPADUA, C.	<u>X</u>	—	—	—
FRIEND, G.	—	—	<u>X</u>	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

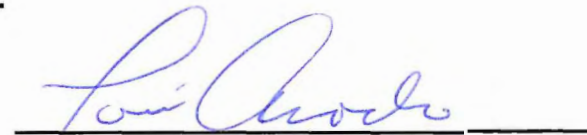


RUBY COTTON
Secretary

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Hazen and Sawyer
498 Seventh Avenue, 11th Floor
New York, NY 10018 • 212.539.7000

February 18, 2025

Jim Mueller, P.E.
Executive Director
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

**Re: Phase 2 – Professional Engineering Services under Project No.23-PA-02
– Amendment No. 1**

Dear Mr. Mueller,

Hazen is pleased to provide this proposal for Amendment No. 1 to continue providing *Phase 2 – Professional Services for Development of an Enterprise Dashboard Management System* under Project No.23-PA-02. Our development efforts will remain focused on the four departments identified in the original project: Laboratory, Customer Service, Distribution, and Purification.

Under Amendment No. 1 Hazen will continue to build and refine the capabilities of the PVWC Enterprise Dashboard system. We will develop additional dashboard pages to convey data and insights from the four data sources connected to the enterprise data warehouse (LIMS, CIS, USGS, and NOAA). Further, we will begin conducting data discovery and eliciting IT/User requirements for up to four new data sources: Touchpoint, BOSS811, Work to Do List, and CMMS. This data discovery process will help establish a foundation for future data source connection and dashboard work in Phase 3.

The proposed \$90,070 budget amendment would increase the Phase 2 Contract total budget from \$500,000 to \$590,070. Please see the attached Scope of Services for details on the additional services and budget breakdown. We anticipate completing the identified services by June 30, 2025, assuming a notice-to-proceed date of March 1, 2025.

I would be happy to further discuss our project approach or respond to any comments or questions you may have concerning our proposal. Please feel free to contact me at 212-539-7201.

Very truly yours,

Anni Luck, PE, PMP, ENV SP
Program Manager

cc: Bill Gettings, Grantley Pyke

SCOPE OF SERVICES

Please see below for a description of the proposed work under this amendment.

Task 1 Project Management

Hazen will continue to provide project management and contract administrative services throughout this amendment, inclusive of conducting bi-weekly check-in meetings.

Task 2 Develop Requirements

Hazen will conduct additional stakeholder meetings (virtual/in-person) as needed to gather business and technical requirements for the enterprise BI system for the four target departments and for up to four (4) new data sources: Touchpoint, BOSS811, Work to Do List, and CMMS. The objective of this effort is to ensure the ongoing development of the enterprise BI system meets IT and end users' requirements.

The deliverables for this task will include:

- i. **IT Requirements Matrix** outlining a data inventory, summary of key IT requirements, and recommended next steps to resolve technical barriers to implementation.
- ii. **User Requirements Matrix** outlining potential dashboard pages, high-level user stories, desired KPIs, and data sources required to calculate the KPIs
- iii. **Updated System Design and Dataflow Diagram**

Task 3 Develop Data System

No additional services are anticipated for Task 3 under this amendment.

Task 4 Develop Display Layer

Hazen will continue to build and refine the PVWC Enterprise Dashboard and reporting capabilities of the BI system. Additional dashboard pages (between 3 to 6 pages, depending on quantity and complexity of metrics/visuals per page) will be developed based on the connected source systems (LIMS, CIS, USGS, and NOAA) and data models completed to date.

Department	Potential Additional Pages
Laboratory	KPI Summary, Sampling Location Browser
Customer Service	KPI Summary
Distribution	KPI Summary, Service Order Aging Report
Purification	KPI Summary

Task 5 Deployment Support

Hazen will set up the new dashboard pages developed under Task 4 so that they are refreshed automatically in the Power BI web service and accessible by users via the web. This amendment will also provide ongoing support to maintain and troubleshoot potential gateway related issues, data refreshes, workspace configurations, and member access.

SCHEDULE

We anticipate that all work identified under this amendment would be completed by June 30, 2025 assuming an NTP date of March 1, 2025.

FEES

The estimated total fee for Amendment No. 1 is \$90,070. The breakdown of the budget is provided in Table 1.

TABLE 1
Summary of Estimated Fee

Task	Hours	Budget
Task 1 Project Management	32	\$8,760
Task 2 Develop Requirements	138	\$29,150
Task 3 Develop Data System	-	-
Task 4 Develop Display Layer	292	\$43,810
Task 5 Deployment Support	54	\$8,350
TOTAL	516	\$90,070

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: Project No. 23-PA-02 – Change Order No. 1
“Professional Services for Development of an
Enterprise Dashboard Management System”
Hazen and Sawyer

Amount of Project or Contract:

Project No. 23-PA-02
Increase of \$90,070.00
Not to Exceed \$590,070.00

1. Acct: # 001-0901-419-95-07
CAPITAL/COMPUTERS & SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL– 2025

Other comments: Change Order Number 1 – Increase of \$90,070.00
for a New Not-to-Exceed of \$590,070.00

Date of Certification: February 26, 2025

Amount Certified: \$590,070.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-025

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVE CHANGE ORDER NO. 2 AND TIME EXTENSION FOR PROJECT NO. 21-P-80 ENTITLED "PROFESSIONAL SERVICES FOR DEVELOPING BIDDING DOCUMENTS FOR REMOVAL OF UST AND INSTALLATION OF ASTs AT THE CLIFTON FACILITY"

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, PVWC awarded Contract No. 20-P-80 entitled "Developing Bidding Documents for Removal of UST and Installation of ASTs at the Clifton Facility" (the "Project") to Remington & Vernick Engineers ("RVE") of, New Jersey at PVWC's Commission Meeting on February 17, 2021 under Resolution No. 21-26 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$97,808.00; and

WHEREAS, PVWC issued Change Order No. 1 under Resolution No. 23-134 to assist the Commission with project management and LSRP services associated with removal of the underground storage tank, tank removal and sampling oversight and soil/ groundwater testing and reporting under said contract and increased the Contract Price with an additional increase of \$62,300.00 which brought the total adjusted Contract Price up to \$160,108 and a time extension to December 31,2023; and

WHEREAS, it is recommended that PVWC issues Change Order No. 2 to fund performing design modifications to overhead awning to facilitate removal of fueling equipment during maintenance and to obtain final environmental permitting from the State with an additional increase of \$15,000.00 which brings the total adjusted Contract Price up to \$175,108.00 and a time extension to May 31, 2025 ; 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 as **Exhibit A**.


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

1. That PVWC hereby authorizes Change Order No. 2 and contract extension to the terms as set forth hereinabove; and
2. 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; 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 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
COTTON, R.	<u>X</u>	---	---	---
DEPADUA, C.	<u>X</u>	---	---	---
FRIEND, G.	<u>X</u>	---	---	---
LEVINE, J.	<u>X</u>	---	---	---
RIZZI, D.	<u>X</u>	---	---	---
VAN RENSA LIER, R.	---	---	---	<u>X</u>
SANCHEZ, R.	<u>X</u>	---	---	---

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

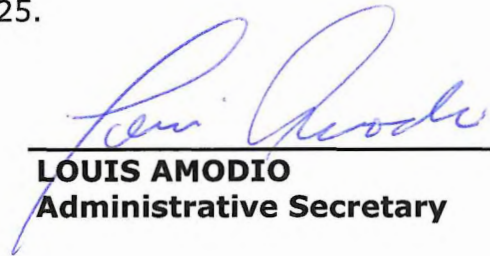


Secretary
RUBY N. COTTON

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 February 26, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

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: Project No. 21-P-80 – Change Order No. 2
“Professional Services for Developing Bidding Documents for Removal of UST and Installation Of ASTs at the Clifton Facility”
Remington & Vernick Engineers

Amount of Project or Contract:

Project No. 21-P-80
Increase of \$15,000.00
Not to Exceed \$175,108.00

1. Acct: # 001-3002-424-72-21
PURCHASES – Services/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2025

Other comments: Change Order Number 1 – Increase of \$15,000.00
for a New Not-to-Exceed of \$175,108.00

Date of Certification: February 26, 2025

Amount Certified: \$175,108.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-026

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 25-PE-04 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR IMPLEMENTING A WATER MAIN REPLACEMENT PROGRAM FOR PATERSON AND PROSPECT PARK"

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 25-PE-04 entitled "Engineering Services for Implementing a Water Main Replacement Program for Paterson and Prospect Park" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for providing professional engineering services for Phase 1 – Finalizing design replacement of mains in Garrett Heights Service Area, new Woodland Park interconnections and assist with shared services agreement between PVWC and Woodland Park, and Phase 2 – Finalize design replacement of 12,000 LF of cast iron mains in Garrett Heights Service Area; and

WHEREAS, said Contract is the continuation of on-going work required to complete said projects; and

WHEREAS, the firm of Gannett Fleming, Inc. of East Brunswick, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$500,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, a copy of the Contract is attached hereto as **Exhibit A**; 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, 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 as **Exhibit B**.


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:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; 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.

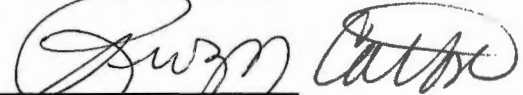
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



 President
RIGOBERTO SANCHEZ

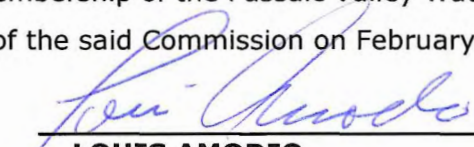


 Secretary
RUBY N. COTTON

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 February 26, 2025.



LOUIS AMODIO
 Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

FORM OF AGREEMENT

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 _____, a professional firm (hereinafter "PROFESSIONAL") having a place of business at _____.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts

related to **Project Number 25-PE-04** entitled **Professional Engineering Services for Implementing a Water Main Replacement Program for Paterson and Prospect Park** (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, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated _____, 20__, are collectively referred to herein as the "PROPOSAL"; and

WHEREAS, the AGREEMENT shall be for a **one-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 for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$500,000.00**.

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. 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 professional 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.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$1,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory

E. Employers' Liability: \$1,000,000

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 QUALIFICATIONS.

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: _____
RIGOBERTO SANCHEZ
President

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: Project No. 25-PE-04
"Professional Engineering Services for
Implementing a Water Main Replacement
Program for Paterson and Prospect Park"
Gannett Fleming

Amount of Project or Contract:

Project No. 25-PE-04
Not to Exceed \$500,000.00

1. Acct: # 001-0301-413-31-01
Professional Services/Engineering
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2025

Other comments:

Date of Certification: February 26, 2025

Amount Certified: \$500,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-027

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVE CHANGE ORDER NO. 12 AND TIME EXTENSION FOR PROJECT NO. 12-P-43 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR EMERGENCY BACKUP POWER AND LEVINE TANKS PROJECTS"

DATE OF ADOPTION: FEBRUARY 26, 2025

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

WHEREAS, PVWC awarded Contract No. 12-P-43 entitled "Professional Engineering Services for Emergency Backup Power and Levine Tanks Projects" (the "Project") to CH2M Hill Engineers, Inc. ("CH2M") of Parsippany, New Jersey at PVWC's Commission Meeting on June 19, 2013 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$3,188,397.00; and

WHEREAS, Amendment 1 - 11 revised the total not-to-exceed price to \$7,371,706.50 for said Project; and

WHEREAS, CH2M has provided additional project management services for overseeing the work activities relating to the final completion of the Emergency Generator Project, Contract No. 15-B-25, performed by Stone Hill Contracting; and

WHEREAS, it is recommended that PVWC issues Change Order No. 12 to continue support for the duration of said contract and increase the Contract Price with an additional increase of \$61,510.00 which brings the total adjusted Contract Price up to \$7,433,216.50; and

WHEREAS, the Chief Engineer has reviewed CH2M's Proposal dated February 13, 2025 for ongoing work and work already performed, attached hereto and made a part hereof as **Exhibit A** and found it to be reasonable, considering the nature and scope of additional Work involved; and

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of June 1, 2027; and

WHEREAS, it is recommended that the said changes to the Project, and additional costs related thereto, be approved, and a copy of the memorandum dated October 16, 2024 recommending approval of the said changes to the Project is attached hereto and made a part hereof as **Exhibit B**; 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 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 Change Order No. 12 and contract extension to the terms as set forth hereinabove; and
2. 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; 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 public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

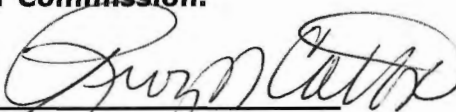
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
 President

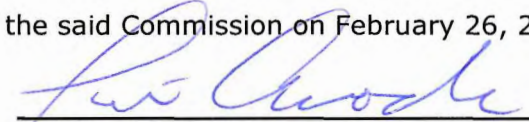


RUBY COTTON
 Secretary

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 February 26, 2025.



LOUIS AMODIO
 Administrative Secretary



EXHIBIT A



**Challenging today.
Reinventing tomorrow.**

Ms. Julie Alesandrelli, Project Manager
Passaic Valley Water Commission
800 Union Blvd
Totowa, NJ 07512

February 13, 2025

Project Name: Levine Design Updates- Water Storage Phase 1 Contract
Project Number: E6X94600

Subject: –Funding Request for Levine Design and Permitting Budget Addition – Change Order 11 to Contract 12-P-43

Dear Ms. Alesandrelli:

As you know, the work efforts required during bidding this project were substantial and went beyond the task budget. More than 160 questions were received from the five bidders and tank vendors during the bid phase.

The following work efforts were provided during bidding prior to bid receipt on May 21, 2024:

- Prepared responses to questions from bidders
 - Tabulated questions from and responses to all bidders
 - Engaged the following disciplines for responses:
 - Structural
 - Geotechnical
 - Cost estimator
 - Design Manager
 - Civil
 - Coordinated with PVWC for input on response to some questions
 - Issued Clarification #1 and Clarification #2 to PVWC for use in response to bidders
 - Identified items in need of Addenda
- Prepared Addendum #1 and Addendum #2 in response to questions received. Addenda included updates to the following specifications:
 - FP – Form of Proposal
 - SECTION 01 29 00 – Measurement and Payment
 - SECTION 03 30 00 - Cast-in-Place Concrete
 - SECTION 31 23 17 Supplement 1 (Boring Location Plan)
 - SECTION 33 16 13.15 - Prestressed Concrete Reservoir Type III with Steel Diaphragm
 - SECTION 03 15 20 – Concrete Wall base and Top Joints

Addenda included updates to the following drawings:

- 10-C-701 – Delete Callout "Drywell Pit See Detail 8 Drawing C-605"
 - 10-C-402 - Description of fill on Drawing 10-C-402 as Silty Sand and Gravel shall be changed to Earthen Berm DGA Fill.
 - 20-S-301, revised
 - 20-S-302, revised
 - 30-S-302, revised
 - 10-C-406, revised
 - 10-C-607, revised
 - 10-C-801: ADD note 9 Traffic striping and markings disturbed during construction shall be replaced in-kind with epoxy paint or thermoplastic in accordance with NJDOT standards, and to their original layout.
-
- Coordinated with NJDEP on project status.
 - Submitted Addenda and supporting questions with response to NJDEP – via H2Loan for review and approval.
 - Received approval from NJDEP to issue Addenda
 - Provided documents to PVWC for them to issue
 - Clarifications 1 and 2 and
 - Addenda 1 and 2
 - Submitted updated bid form and cost estimate to Office of the State Comptroller

In addition to the above, the following efforts ensued following receipt of bids:

- Attend June quarterly status meeting for the project
- Prepare redacted subset of drawings for cultural resources submittal
- Prepared and issued an assessment of bids and recommendation for award
- Bid protests were filed
- Participate in review of bid protest and resolution
- Court ruled to resolve bid protest on January 10, 2025; allowing award to second lowest bidder – J Fletcher Creamer
- Prepared for and participated in January 2025 project status meeting with PVWC

The following efforts remain to be executed on the project:

- Prepare the conformed set of design documents
- Update engineers recommendation to award based on court ruling
- Coordinate with NJDEP, IBank and PVWC on items needed to obtain authorization to award
- Complete uploads to H2Loans and coordinate with NJDEP to receive Authorization to Award
- Coordinate with PVWC and IBank on the items needed prior to loan closure
- Upload documents to H2Loan to progress to loan closure

It is anticipated that these work efforts will be completed by March 14, 2025.

Funding is requested in the total amount of \$61,510 with \$8,010 for ongoing funding assistance (Task 9) and \$53,500 for provision of bid phase work efforts (Task 10) above efforts anticipated in the original project budget, including the extended time period of the bid phase. This funding is for a total level of effort of 254 hours (177 for Jacobs and 77 for Mott MacDonald). The table below identifies the resulting NTE and remaining funds in these tasks as per the January 17, 2025 invoice.

In addition to the above, we have discussed that PVWC would like to begin a new purchase order (PO) for construction phase services on the project. The new PO would remain on the current contract. A total line item budget of \$250,000 was provided on the current PO for construction phase services support, Task 11. A total of \$248,908.94 remains available on that line item, and is available for transfer to the new purchase order.

Levine Tank Project Active Task Budgets After Change Order Additions

Task	Total NTE Fee (\$)	CO budget addition (\$)	Updated Task NTE Fee (\$)	Total Billed thru Jan 17, 2025 (\$)	Balance Remaining (\$) prior to CO	Updated Task Budget Remaining (\$) after CO
Task 9 - Funding	26,706.80	8,010.00	34,716.80	20,347.41	6,359.39	14,369.39
Task 10 - Bidding Assistance	35,226.00	53,500.00	88,726.00	70,087.03	(34,861.03)	18,638.97
Task 11 - Construction Administration, Office Coordination	250,560.00	-		1,651.06	248,908.94	248,908.94

We appreciate your consideration of providing a budget increase of \$61,510 for our ongoing project support services. Please let us know if you need any additional information.

Yours sincerely

Jacobs



Linda Wancho, PE
Project Manager

Jacobs



Russell Ford, PhD, PE, BCEE
Vice President

Cc: Patrick Porcaro, PVWC

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: February 20, 2025

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, J. Alesandrelli, L. Bresemann, Y. Weiss

Re: Resolution No. 25-027: Change Order No. 12 and Time Extension for Project 12-P-43 Entitled "Professional Engineering Services for Emergency Backup Power and Levine Tanks Projects"

Project No. 12-P-43 entitled "Professional Engineering Services for Emergency Backup Power and Levine Tanks Projects" was awarded to CH2M Hill Engineers, Inc. ("Professional") of Parsippany, New Jersey at PVWC's Commission Meeting dated June 19, 2013 (PVWC Resolution 13-76), and with reimbursement to be on a time-and-materials basis not to exceed \$3,188,397.00. CH2M Hill Engineers Inc., acquired by Jacobs Engineering Group Inc. ("Jacobs") in the latter half of 2017, was not dissolved and remains the Professional for this Contract. Therefore, the proposed change order, and the payment if approved, would be between the Commission and CH2M Hill Engineers Inc. Amendment 1 - 11 revised the not-to-exceed total price of \$7,371,706.50 for the Project.

Change Order No. 12 shall cover answering more than 160 questions from five bidders during bid phase of the Levine Tanks project under Contract No. 24-B-05 by issuing two clarifications and two addenda and submitting all responses to NJDEP for approval. Additional project scope included assisting with bid protest and communications with NJDEP, uploading all documents to H2Loans, coordinating with NJDEP to receive Authorization to Award and coordinating with NJDEP on items required for loan closing.

Proposed Change Order No. 12 increases the Contract Price by an additional \$61,510.00 which brings the total adjusted Contract Price to \$7,433,216.50 and a time extension to June 1, 2027.

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: Project No. 12-P-43 – Change Order No. 12
“Professional Engineering Services for
Emergency Backup Power and Levine
Tanks Projects”
Jacobs Engineering (Formerly CH2M Hill)

Amount of Project or Contract:

Project No. 12-P-43
Increase of \$61,510.00
Not to Exceed \$7,433,216.50

1. Acct: # 001-0901-419-95-24
CAPITAL/RESERVOIR COVERS
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2025

Other comments: Change Order Number 12 – Increase of \$61,510.00
for a New Not-to-Exceed of \$7,433,216.50

Date of Certification: February 26, 2025

Amount Certified: \$7,433,216.50

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 25-28

SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$53,000,000 PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2025 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO

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

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

ADOPTED: FEBRUARY 26, 2025

WHEREAS, the Passaic Valley Water Commission (the "Commission") was created and operates pursuant to the provisions of Chapter 195 of the Laws of 1923 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-108 *et seq.*), as supplemented by Chapter 162 of the Laws of 1991 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-133.1 *et seq.* (collectively, the "Act")); and

WHEREAS, on May 27, 1992, the Commission adopted a resolution entitled "Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission," as amended and supplemented (the "General Bond Resolution"), providing for, among other things, the acquisition, construction or improvement of the Commission's water system and the issuance of the Commission's bonds to finance all or a portion of the cost thereof; and

WHEREAS, the Commission has determined to undertake a capital project constituting an "Additional Project" (as such term is defined in the General Bond Resolution) consisting of the replacement of the Levine Reservoir, a 19.2 MG uncovered finished water reservoir, with two 2.5 MG covered concrete storage tanks, with 48 inch piping and a new building with chemical feeds, pursuant to an application filed with the New Jersey Infrastructure Bank (the "I-Bank") for Project No. 1605002-014, and all work and materials necessary or desirable in connection therewith (the "2025 Additional Project"); and

WHEREAS, the Commission has heretofore applied to the I-Bank for one or more loans to finance the aforesaid improvements; and

WHEREAS, in accordance with the applicable procedures of the I-Bank, the Commission has determined to temporarily finance the costs of the 2025 Additional Project

through the issuance of one or more series of project notes of the Commission (the “2025 Project Notes”) and the sale thereof to the I-Bank, which issuance and sale shall be authorized under a separate bond resolution of the Commission; and

WHEREAS, the Commission has determined to authorize the issuance of one or more Series of its Bonds, constituting “Additional Bonds” within the meaning of Section 317(1)(a) of the General Bond Resolution, in the aggregate principal amount not to exceed \$53,000,000 (the “Series 2025 Bonds”) and the sale thereof to the I-Bank, in order to provide for, among other things, (1) the permanent financing of the costs of the 2025 Additional Project, including through the refinancing of the 2025 Project Notes upon completion of the 2025 Additional Project (or such earlier or later time as determined by the I-Bank), (2) deposits into the various funds and accounts held under the General Bond Resolution and (3) the payment of the costs associated with the issuance of such Bonds (together, the “Project”); and

WHEREAS, in accordance with the provisions of the General Bond Resolution, the Commission desires to authorize the issuance and delivery of such Series 2025 Bonds and to provide certain terms and conditions with respect to such Series 2025 Bonds, in addition to those which have been previously established by the General Bond Resolution; and

WHEREAS, it is the desire of the Commission to authorize, execute, attest and deliver the Series 2025 Bonds to the I-Bank and/or the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the “State”), pursuant to the terms of the Act and (to the extent applicable) the “Local Authorities Fiscal Control Law” (codified at N.J.S.A. 40A:5A-1 *et seq.*, as the same may from time to time be amended and supplemented) (the “Local Authorities Fiscal Control Law”); and

WHEREAS, the Act and N.J.S.A. 58:11B-9 each allow for the sale of the Series 2025 Bonds to the I-Bank and/or the State, without any public offering, all pursuant to the terms and conditions set forth therein; and

WHEREAS, pursuant to N.J.S.A. 40A:5A-9, the Series 2025 Bonds will have been approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and accordingly the issuance of findings by the Local Finance Board is not required

NOW THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION (at least five (5) Commissioners voting in the affirmative, with each of the three (3) Owner Cities represented among the Commissioners voting in the affirmative), as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

SECTION 101. SHORT TITLE.

This resolution may hereinafter be cited by the Commission and is hereinafter sometimes referred to as “Series 2025 Supplemental Resolution No. 1.”

SECTION 102. AUTHORIZATION FOR SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 1.

This Series 2025 Supplemental Resolution No. 1 is authorized by and adopted pursuant to the provisions of Sections 317, 802(6) and 802(7) of the General Bond Resolution.

SECTION 103. CERTAIN DEFINITIONS.

Terms that are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in the General Bond Resolution.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF SERIES 2025 BONDS

SECTION 201. AMOUNT AND TITLE OF SERIES 2025 BONDS.

An aggregate principal amount not to exceed \$53,000,000 of Series 2025 Bonds are hereby authorized to be issued pursuant to the terms of the General Bond Resolution by the Commission in accordance with the provisions of the General Bond Resolution and this Series 2025 Supplemental Resolution No. 2. The Series 2025 Bonds shall be designated “Water Supply System Revenue Bonds, Series 2025A” (the “Series 2025A Bonds”) and, if applicable, “Water Supply System Revenue Bonds, Series 2025B” (the “Series 2025B Bonds”). Notwithstanding the foregoing, if the Series 2025 Bonds (or any series thereof) are not issued during 2025, then the year of issuance shall be substituted for “2025” wherever applicable.

SECTION 202. DESCRIPTION OF SERIES 2025 BONDS.

(1) Term. The Series 2025 Bonds shall be dated and shall bear interest from their dated date and shall mature at the respective principal amounts, subject to prior redemption, at such rates, on such dates and in such amounts, and at such Redemption Price(s), if applicable, as may be provided by one or more resolutions of the Commission or certificate of the President, Vice President or Executive Director of the Commission in furtherance of this Series 2025 Supplemental Resolution No. 2) (any such resolution(s) and/or certificate(s) are hereinafter referred to as the "Details Resolution"); provided that if determined by certificate, the final maturity of the Series 2025 Bonds shall not be later than thirty-one (31) years after the date of issuance thereof and the interest rate shall not exceed seven percent (7%) per annum. Principal of the Series 2025 Bonds shall mature on August 1 or such other date as may be determined by the Details Resolution.

(2) Interest Rates Per Annum and Interest Payment Dates. The Series 2025 Bonds shall bear interest at the interest rate per annum as shall be set forth in the Details Resolution. Unless otherwise provided in the Details Resolution, interest on the Series 2025 Bonds shall be payable on each February 1 and August 1, and shall commence on such dates as are determined by the Details Resolution, until the Commission’s obligation with respect to the Series 2025 Bonds shall be discharged.

(3) Denomination and Place of Payment. The Series 2025A Bonds shall be issued in a single denomination equal to the aggregate principal amount thereof, payable to the I-Bank or registered assigns, unless otherwise provided in the Details Resolution. The Series 2025B Bonds, if applicable, shall be issued in a single denomination equal to the aggregate principal amount thereof, payable to the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection, or registered assigns, unless otherwise provided in the Details Resolution. The principal of and interest on the Series 2025 Bonds shall be payable to the Registered Owner thereof, or registered assigns, on the maturity date(s) of the Series 2025 Bonds or on the applicable date fixed for redemption, upon presentation and surrender of the Series 2025 Bonds at the principal corporate trust office of the Paying Agent. All other terms

and conditions with respect to the payment of the principal and interest on the Series 2025 Bonds shall be as provided in the General Bond Resolution or in the Details Resolution.

(4) Form of the Series 2025 Bonds. The Series 2025A Bonds and Series 2025B Bonds shall be in substantially the forms set forth in Exhibits A and B hereto, with such omissions, insertions and variations as are properly required and which are not contrary to any of the provisions of the Resolution or this Certificate.

SECTION 203. REDEMPTION OF SERIES 2025 BONDS.

The Series 2025 Bonds shall be subject to redemption prior to maturity in accordance with the terms of the General Bond Resolution and the forms of the Series 2025 Bonds set forth in Exhibits A and B hereto, and as may be set forth in the Details Resolution.

SECTION 204. APPOINTMENT OF TRUSTEE, ESCROW AGENT, PAYING AGENT AND REGISTRAR.

Manufacturers and Traders Trust Company is hereby appointed Trustee, Escrow Agent, Bond Registrar and Paying Agent for the Series 2025 Bonds. The Trustee, Bond Registrar and Paying Agent shall signify its acceptance of the trusts and duties hereunder and under the General Bond Resolution by its execution of a certificate accepting same, and the Escrow Agent shall signify its acceptance of the trusts and duties under the Escrow Agreement by its execution thereof.

SECTION 205. SYSTEM RESERVE AND OPERATING FUND RESERVE ACCOUNT REQUIREMENTS.

As determined by the Chief Financial Officer of the Commission, the System Reserve Requirement (aka the Renewal and Replacement Reserve) is \$4,000,000 and the Operating Fund Reserve Account Requirement is \$13,815,000, or such amount as may be determined from time to time by the Chief Financial Officer of the Commission.

SECTION 206. BOND RESERVE REQUIREMENT.

The Bond Reserve Requirement shall be determined in accordance with the requirements of the General Bond Resolution at the time of issuance of the Series 2025 Bonds, based on a certificate of the Chief Financial Officer of the Commission. Such requirement may be satisfied with funds and investments of the Commission or a surety bond or bonds, or by a combination thereof.

ARTICLE III
EXECUTION AND SALE OF SERIES 2025 BONDS

SECTION 301. EXECUTION OF THE SERIES 2025 BONDS.

The President, Vice President or Executive Director of the Commission are hereby authorized to execute the Series 2025 Bonds in the name and on behalf of the Commission, and the Secretary shall cause the corporate seal of the Commission to be affixed thereto or reproduced thereon, and the Secretary is hereby authorized to attest to said corporate seal.

SECTION 302. SALE OF SERIES 2025 BONDS.

The Commission has determined that the Series 2025A Bonds shall be sold by private sale to the I-Bank, and that the Series 2025B Bonds, if applicable, shall be sold by private sale to the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection. Unless otherwise provided in the Details Resolution, the Series 2025 Bonds shall be sold at par; provided, that proceeds applied or to be applied by the I-Bank to the refunding of the 2025 Project Notes or to the payment of expenses of the Project (including fees payable by the Commission) shall be deemed to constitute proceeds received by the Commission.

SECTION 303. AUTHENTICATION AND DELIVERY OF THE SERIES 2025 BONDS.

The President, Vice President or Executive Director of the Commission is hereby authorized, after the execution of the Series 2025 Bonds, to cause the same to be issued and delivered in accordance with the terms of the General Bond Resolution and this Series 2025 Supplemental Resolution No. 2.

SECTION 304. PRIOR ACTION.

All action which has been taken prior to the date hereof by the officers, employees, and agents of the Commission with respect to the sale of the Series 2025 Bonds is hereby approved and ratified.

SECTION 305. PAYMENT OF COSTS OF ISSUANCE.

The President, Vice President or Executive Director of the Commission is authorized and directed to pay or cause to be paid all of the approved costs associated with the sale and issuance of the Series 2025 Bonds.

SECTION 306. APPROVAL OF AGREEMENTS.

The terms of the loan from the I-Bank to the Commission, as evidenced by the Series 2025A Bonds, shall be set forth in a loan agreement to be entered into between the I-Bank and the Commission (the "I-Bank Loan Agreement"). The terms of the loan, if any, from the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (in

this capacity, the "State"), as evidenced by the Series 2025B Bonds, shall be set forth in a loan agreement to be entered into between the State and the Commission (the "Fund Loan Agreement"). In connection with the issuance of the Series 2025 Bonds, the I-Bank is expected to require that the Commission and the Trustee enter into an escrow agreement with the I-Bank, the State and the I-Bank's bond trustee (the "Escrow Agreement"), by which executed copies of the Series 2025 Bonds, the I-Bank Loan Agreement, the Fund Loan Agreement and various other opinions and closing certificates will be placed in escrow in advance of the actual closing.

The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Commission by either the President, the Vice President or the Executive Director of the Commission (each an "Authorized Officer"), in such forms as shall be provided by the I-Bank and its bond counsel and reviewed by the Commission's Bond Counsel and Municipal Advisor (the "Commission Consultants"), with such changes as the Authorized Officer executing same, in their respective sole discretion, after consultation with the Commission Consultants and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Commission Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Secretary of the Commission is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Commission as determined hereunder and to affix the corporate seal of the Commission to such Financing Documents.

The Commission hereby authorizes the preparation and distribution of financial statements and demographic and other information concerning the Commission and any related government entity, if applicable, contained in a "Preliminary Official Statement" and final "Official Statement" to be issued in connection with the marketing of the I-Bank's bonds that will finance the loan represented by the I-Bank Bonds. In furtherance of such authorization, the Commission hereby severally directs the Authorized Officers to take such action as the particular Authorized Officer, after consultation with the Consultants, deems necessary, desirable or convenient in connection with the preparation and distribution of such information for inclusion in the Preliminary Official Statement and the final Official Statement.

The Authorized Officers of the Commission are hereby further severally authorized to (i) execute and deliver, and the Secretary of the Commission is hereby further authorized to attest to such execution and to affix the corporate seal of the Commission to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Commission, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof. Such closing certificates shall include, without limitation, (a) a determination that any information provided by the Commission

in connection with the preparation and distribution of the (i) Preliminary Official Statement is "deemed final" for the purposes and within the meaning of Rule 15c2-12 and (ii) Official Statement constitutes a final Official Statement for the purposes and within the meaning of Rule 15c2-12, and (b) a determination that any information provided by or on behalf of the Commission or relating to the Commission, the Financing Documents or the transactions contemplated thereby in connection with the preparation and distribution of the Preliminary Official Statement and the Official Statement complies with Section 10 and Rule 10b-5 of the Securities Exchange Act.

SECTION 307. ADDITIONAL ACTS REGARDING SERIES 2025 BONDS.

The President, Vice President and Executive Director, together with all other Commission Officers and the staff and consultants of the Commission, are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the General Bond Resolution in connection with the issuance, sale and delivery of the Series 2025 Bonds. The Commission is also authorized to enter into any additional agreements and/or investments necessary in order to provide for the issuance of the Series 2025 Bonds. The President, Vice President and Executive Director of the Commission are hereby severally authorized and directed to pay or cause to be paid all of the approved costs associated with the sale and issuance of the Series 2025 Bonds.

**ARTICLE IV
MISCELLANEOUS**

SECTION 401. EFFECTIVE DATE.

Pursuant to and in accordance with Section 806 of the General Bond Resolution, this Series 2025 Supplemental Resolution No. 1 shall be fully effective in accordance with its terms upon the filing with the Trustee of a copy of this Series 2025 Supplemental Resolution No. 2, certified by the Secretary of the Commission or a person designated to serve in that capacity by the Commission together with the opinion of Bond Counsel required by Section 806 of the General Bond Resolution, and if applicable, the consent of any Bond Insurer or provider of any Credit Facility.

SECTION 402. INCORPORATION OF REMAINDER OF RESOLUTION BY REFERENCE.

All provisions of the General Bond Resolution, as amended, other than those amended by the provisions of this resolution, are incorporated herein by reference as if set forth at length herein. Such provisions shall remain in full force and effect.

SECTION 403. COVENANT AS TO COMPLIANCE WITH FEDERAL TAX MATTERS.

The Commission hereby covenants that it will take all actions within its control that are necessary to assure that interest on the Series 2025 Bonds is excludable from gross income under the Internal Revenue Code of 1986, as amended (“Code”). The Commission will refrain from taking any action that would adversely affect the exclusion of interest on such Series 2025 Bonds from gross income under the provisions of the Code. To assist the Commission in complying with this covenant, the Commission may periodically request that its Bond Counsel and/or Municipal Advisor from time to time provide instructions to the Executive Director and Chief Financial Officer of the Commission concerning the application of the proceeds and investment income, if any, from such Series 2025 Bonds and the manner in which the record of expenditures and investments may be maintained.

SECTION 404. PUBLICATION AND FILING.

The Secretary is hereby directed to publish the Notice of Adoption of this Series 2025 Supplemental Resolution No. 2, in substantially the form attached hereto as Exhibit C, in the official newspaper(s) of the Commission and to file a certified copy of this Series 2025 Supplemental Resolution No. 2 with the Trustee, the Director of the Department of Local Government Services and with the Offices of the Clerks of the Owner Cities as prescribed by N.J.S.A. 40:62-133.5.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY COTTON

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

EXHIBIT A

FORM OF SERIES 2025A BOND

**PASSAIC VALLEY WATER COMMISSION
WATER SUPPLY SYSTEM REVENUE BOND, SERIES 2025A**

No. R-1

INTEREST RATE PER ANNUM	DATED DATE	MATURITY DATE	DATE OF AUTHENTICATION
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See below _____, 202_ August 1, 20__ _____, 202_

REGISTERED OWNER: NEW JERSEY INFRASTRUCTURE BANK

PRINCIPAL SUM: _____ DOLLARS (\$ _____)

The PASSAIC VALLEY WATER COMMISSION (hereinafter called the "Commission"), a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, (i) the Principal Sum shown above or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee, the DEP Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein.

This Bond, as to principal or redemption price when due, will be payable at the principal corporate trust office of the Paying Agent upon surrender. Principal on this Bond will be payable by check and will be mailed to the registered owner hereof who shall appear on the registration books of the Commission which shall appear on the registration books of the Commission which shall be kept and maintained by the Registrar hereinafter mentioned, as determined on the 15th day of January and July (each a "Record Date") or, in the case of any proposed redemption of the Bond, next preceding the date of the first publication of notice of such redemption. Notwithstanding the foregoing, if this Bond is held by the New Jersey Infrastructure Bank (the "I-Bank"), all of the foregoing payments shall be made as provided in the Loan Agreement. Payment of the principal or Redemption Price of and interest on this Bond shall be made in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the duly authorized issue of revenue bonds, each designated as "Water Supply System Revenue Bond, Series 2025A" (the "Bond" or "Bonds") of the Commission, limited to the aggregate principal amount set forth above, and authorized and issued under and pursuant to Section B, Article 8, Chapter 62 of Title 40 of the New Jersey Statutes Annotated (N.J.S.A. 40:62-108 et seq.) (the "Act"), and under and in accordance with a resolution of the Commission duly adopted on May 27, 1992, and entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF WATER SUPPLY SYSTEM REVENUE BONDS OF THE PASSAIC VALLEY WATER COMMISSION" as amended and supplemented, and specifically by a resolution duly adopted on February 26, 2025, and entitled "SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$53,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2025 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO", as supplemented by an Award Certificate dated _____, 202_ (collectively, the "Resolution"). Copies of the Resolution are on file in the office of the Commission in Clifton, New Jersey and at the principal corporate trust office of Manufacturers and Traders Trust Company (the "Trustee"), as trustee under the Resolution.

This Bond is issued in consideration of the loan (the "Loan") made by the I-Bank to the Commission pursuant to the Loan Agreement dated as of _____, 202_ by and between the I-Bank and the Commission (the "Loan Agreement") to evidence and secure the payment obligations of the Commission set forth in the Loan Agreement. This Bond has been assigned to _____, as trustee (the "I-Bank's Trustee"), under the Indenture of Trust, dated as of _____, 202_, by and between the I-Bank and the I-Bank's Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 202__- (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the I-Bank's Trustee for the account of the I-Bank pursuant to such assignment. Such assignment has been made as security for the payment of the I-Bank Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Bond is subject to further assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Bond.

This Bond is a special obligation of the Commission and is payable from the Revenues of the Commission, as such term is defined in the Resolution; provided however, that the power and obligation of the Commission to cause application of such Revenues or other funds to the payment of the principal or redemption price of the Bond is subject to the right of the Commission to pay Operating Expenses and to pay rebate to the United States government.

Pursuant to the terms of the Resolution, the Commission may hereafter issue additional bonds (hereinafter called "Additional Bonds") for the purposes, in the amounts and on the conditions set forth in the Resolution. All bonds issued and to be issued under the terms of the

Resolution, including all Additional Bonds, are and will be equally secured by the pledge of the funds and revenues provided in the Resolution except as otherwise expressly provided in or pursuant to the terms of the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and any modifications and amendments thereof and to the Act is made for a description of the nature and extent of the security for the Bond, the funds or revenues pledged for the payment thereof, the nature, manner and extent of the enforcement of such pledge, the rights and remedies of the holders of the Bond with respect thereto, the terms and conditions upon which the Bond is issued and upon which they may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Commission and of the Trustee.

The provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action taken on behalf of the Commission in the manner and subject to the conditions and exceptions set forth in the Resolution. The pledge of the revenues and other obligations of the Commission under the terms of the Resolution may be discharged at or prior to the maturity or redemption of the Bond upon making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

This Bond is transferable, as provided in the Resolution, only upon the registration books of the Commission kept and maintained for that purpose at the principal corporate trust office of Manufacturers and Traders Trust Company (the "Registrar") by the registered owner hereof in person or by this attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or by such duly authorized attorney, together with the required signature guarantee, and thereupon the Commission shall issue in the name of the transferee a new registered Bond or Bond, or the same aggregate principal amount and series, designation, maturity and interest rate as the surrendered Bond as provided in the Resolution, upon payment of the charges therein prescribed. The Commission, the Trustee, the Registrar and any Paying Agent of the Commission may treat and consider the person in whose name this Bond is registered as the holder and absolute owner of this Bond for the purpose of receiving payment of the principal or Redemption Price of and interest due thereon and for all other purposes.

Pursuant to the Loan Agreement, disbursements shall be made by the I-Bank's Trustee to the Commission, in accordance with written instructions of the I-Bank, upon receipt by the I-Bank and the I-Bank's Trustee of requisitions from the Commission executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Commission to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the I-Bank under the Loan Agreement or under any other agreement between the Commission and the I-Bank or out of any indebtedness or liability at any time owing to the Commission by the I-Bank or for any other reason.

This Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

The Act provides that neither the members of the Commission nor any person executing the Bond shall be liable personally on the Bond by reason of the issuance thereof.

The Bond is not and shall not be in any way a debt or liability of the State of New Jersey or of any county or any municipality, and do not and shall not create or constitute any indebtedness, liability or obligation of said State, or of any county or any municipality, either legal, moral or otherwise.

It is hereby certified and recited that all conditions, acts and things which are required by the Constitution or by the statutes of the State of New Jersey or by the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the Bond, together with all other indebtedness of the Commission, are within every debt and other limit prescribed by said Constitution or statutes.

This Bond shall not be entitled to any security or benefit under the terms of the Resolution or be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Trustee upon original issuance and thereafter by the Registrar.

IN WITNESS WHEREOF, the PASSAIC VALLEY WATER COMMISSION has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its President or Vice President, and its corporate seal to be affixed, impressed or reproduced hereon, and this Bond and such seal to be attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the DATED DATE set forth above.

ATTEST:

PASSAIC VALLEY WATER COMMISSION

(Assistant) Secretary

By: _____
(Vice) President

[SEAL]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the within-mentioned Resolution and is one of the "Water Supply System Revenue Bonds, Series 2025A" of the Passaic Valley Water Commission.

Manufacturers and Traders Trust Company,
as Trustee

By: _____
Authorized Signature

EXHIBIT B

FORM OF SERIES 2025B BOND

**PASSAIC VALLEY WATER COMMISSION
WATER SUPPLY SYSTEM REVENUE BOND, SERIES 2025B**

No. R-1

INTEREST RATE PER ANNUM	DATED DATE	MATURITY DATE	DATE OF AUTHENTICATION
0%	_____, 202__	August 1, 20__	_____, 202__

REGISTERED OWNER: STATE OF NEW JERSEY

PRINCIPAL SUM: _____ DOLLARS (\$_____)

The PASSAIC VALLEY WATER COMMISSION (hereinafter called the "Commission"), a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Sum shown above or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, plus any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein.

This Bond, as to principal or redemption price when due, will be payable at the principal corporate trust office of the Paying Agent upon surrender. Principal on this Bond will be payable by check and will be mailed to the registered owner hereof who shall appear on the registration books of the Commission which shall appear on the registration books of the Commission which shall be kept and maintained by the Registrar hereinafter mentioned, as determined on the 15th day of January and July (each a "Record Date") or, in the case of any proposed redemption of the Bond, next preceding the date of the first publication of notice of such redemption. Notwithstanding the foregoing, if this Bond is held by the State of New Jersey (the "State"), all of the foregoing payments shall be made as provided in the Loan Agreement. Payment of the principal or Redemption Price of and interest on this Bond shall be made in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the duly authorized issue of revenue bonds, each designated as "Water Supply System Revenue Bond, Series 2025B" (the "Bond" or "Bonds") of the Commission, limited to the aggregate principal amount set forth above, and authorized and issued under and pursuant to Section B, Article 8, Chapter 62 of Title 40 of the New Jersey Statutes Annotated (N.J.S.A. 40:62-108 et seq.) (the "Act"), and under and in accordance with a resolution of the Commission duly adopted on May 27, 1992, and entitled "RESOLUTION

AUTHORIZING THE ISSUANCE OF WATER SUPPLY SYSTEM REVENUE BONDS OF THE PASSAIC VALLEY WATER COMMISSION” as amended and supplemented, and specifically by a resolution duly adopted on February 26, 2025, and entitled "SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION’S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$53,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2025 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO”, as supplemented by an Award Certificate dated _____, 202_ (collectively, the "Resolution"). Copies of the Resolution are on file in the office of the Commission in Clifton, New Jersey and at the principal corporate trust office of Manufacturers and Traders Trust Company (the “Trustee”), as trustee under the Resolution.

This Bond is issued in consideration of the loan (the “Loan”) made by the State, acting by and through the New Jersey Department of Environmental Protection, to the Commission pursuant to the Loan Agreement dated as of _____, 202_ by and between the State and the Commission (the "Loan Agreement") to evidence and secure the payment obligations of the Commission set forth in the Loan Agreement. Payments under this Bond shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee (as defined in the Loan Agreement) for the account of the State. This Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Bond.

This Bond is a special obligation of the Commission and is payable from the Revenues of the Commission, as such term is defined in the Resolution; provided however, that the power and obligation of the Commission to cause application of such Revenues or other funds to the payment of the principal or redemption price of the Bond is subject to the right of the Commission to pay Operating Expenses and to pay rebate to the United States government.

Pursuant to the terms of the Resolution, the Commission may hereafter issue additional bonds (hereinafter called “Additional Bonds”) for the purposes, in the amounts and on the conditions set forth in the Resolution. All bonds issued and to be issued under the terms of the Resolution, including all Additional Bonds, are and will be equally secured by the pledge of the funds and revenues provided in the Resolution except as otherwise expressly provided in or pursuant to the terms of the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and any modifications and amendments thereof and to the Act is made for a description of the nature and extent of the security for the Bond, the funds or revenues pledged for the payment thereof, the nature, manner and extent of the enforcement of such pledge, the rights and remedies of the holders of the Bond with respect thereto, the terms and conditions upon which the Bond is issued and upon which they may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Commission and of the Trustee.

The provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action taken on behalf of the Commission in the manner and subject to the conditions and exceptions set forth in the Resolution. The pledge of the revenues and other obligations of the Commission under the terms of the Resolution may be discharged at or prior to the maturity or redemption of the Bond upon making of provision for the payment thereof on the terms and conditions set forth in the Resolution.

This Bond is transferable, as provided in the Resolution, only upon the registration books of the Commission kept and maintained for that purpose at the principal corporate trust office of Manufacturers and Traders Trust Company (the "Registrar") by the registered owner hereof in person or by this attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or by such duly authorized attorney, together with the required signature guarantee, and thereupon the Commission shall issue in the name of the transferee a new registered Bond or Bond, or the same aggregate principal amount and series, designation, maturity and interest rate as the surrendered Bond as provided in the Resolution, upon payment of the charges therein prescribed. The Commission, the Trustee, the Registrar and any Paying Agent of the Commission may treat and consider the person in whose name this Bond is registered as the holder and absolute owner of this Bond for the purpose of receiving payment of the principal or Redemption Price of and interest due thereon and for all other purposes.

Pursuant to the Loan Agreement, disbursements shall be made by the State to the Commission upon receipt by the State of requisitions from the Commission executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Commission to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the State under the Loan Agreement or under any other agreement between the Commission and the State or out of any indebtedness or liability at any time owing to the Commission by the State or for any other reason.

This Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

To the extent provided by law, this Bond is junior and subordinate in all respects to any bonds of the Commission issued on even date herewith to the New Jersey Infrastructure Bank as to lien on, and source and security for payment from, the Revenues of the Commission.

The Act provides that neither the members of the Commission nor any person executing the Bond shall be liable personally on the Bond by reason of the issuance thereof.

The Bond is not and shall not be in any way a debt or liability of the State of New Jersey or of any county or any municipality, and do not and shall not create or constitute

any indebtedness, liability or obligation of said State, or of any county or any municipality, either legal, moral or otherwise.

It is hereby certified and recited that all conditions, acts and things which are required by the Constitution or by the statutes of the State of New Jersey or by the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the Bond, together with all other indebtedness of the Commission, are within every debt and other limit prescribed by said Constitution or statutes.

This Bond shall not be entitled to any security or benefit under the terms of the Resolution or be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Trustee upon original issuance and thereafter by the Registrar.

IN WITNESS WHEREOF, the PASSAIC VALLEY WATER COMMISSION has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its President or Vice President, and its corporate seal to be affixed, impressed or reproduced hereon, and this Bond and such seal to be attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the DATED DATE set forth above.

ATTEST:

PASSAIC VALLEY WATER COMMISSION

(Assistant) Secretary

By: _____
(Vice) President

[SEAL]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the within-mentioned Resolution and is one of the "Water Supply System Revenue Bonds, Series 2025B" of the Passaic Valley Water Commission.

Manufacturers and Traders Trust Company,
as Trustee

By: _____
Authorized Signature

EXHIBIT C

FORM OF PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN by the Passaic Valley Water Commission, that resolution No. 25-__ entitled "SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION'S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$53,000,000 PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2025 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO" was adopted on February 26, 2025, and that a copy of such resolution is available for public inspection in the offices of the Administrative Secretary of the Passaic Valley Water Commission, 1525 Main Ave., Clifton, NJ 07015, and in the offices of the City Clerks of the Cities of Paterson, Passaic and Clifton; and that any action or proceeding of any kind or nature and any court questioning the validity or proper authorization of the obligations authorized by the Supplemental Resolution, or the validity of any covenants, agreements or contracts provided by the Supplemental Resolution, must be commenced within twenty (20) days after the first publication of this notice. This notice is published pursuant to N.J.S.A 40:62-133.5.

PASSAIC VALLEY WATER COMMISSION
By Louis Amodio, Administrative Secretary

Dated: February __, 2025

RESOLUTION: 25-29

**RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES
FOR PROJECT COSTS FROM THE PROCEEDS OF DEBT
OBLIGATIONS OF THE COMMISSION, INCLUDING IN CONNECTION
WITH ITS PARTICIPATION IN THE NEW JERSEY INFRASTRUCTURE
BANK'S WATER BANK FINANCING PROGRAM**

WHEREAS, the Passaic Valley Water Commission (the "Commission") intends to acquire, construct, renovate and/or install the environmental infrastructure project(s) more fully described in **Exhibit A** attached hereto (collectively, the "Project"); and

WHEREAS, the Commission intends to finance the Project with debt obligations of the Commission (the "Project Debt Obligations") but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Commission that are not borrowed funds; and

WHEREAS, the Commission reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by (i) the Commission on a short-term and/or long-term basis, and/or (ii) the New Jersey Infrastructure Bank (the "Conduit Issuer") to finance the Project on a long-term basis by making one or more loans to the Commission with the proceeds of the Conduit Issuer's obligations; and

WHEREAS, the Commission desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, as follows:

Section 1. The Commission reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of the Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Commission's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Commission, in accordance with Treasury Regulations §1.150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Project is \$53,000,000, including an allowance for issuance expenses, capitalized interest (if any) and funding of reserves.

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be “capital expenditures” in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an “abusive arbitrage device” under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds, if any, used to reimburse the Commission for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of “replacement proceeds”, including “sinking funds”, “pledged funds” or funds subject to a “negative pledge” (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Authority, other than amounts deposited into a “bona fide debt service fund” (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is “placed in service” (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. This resolution shall take effect immediately.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY COTTON

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

Exhibit A

The replacement of the Levine Reservoir, a 19.2 MG uncovered finished water reservoir, with two 2.5 MG covered concrete storage tanks, with 48 inch piping and a new building with chemical feeds, pursuant to an application filed with the New Jersey Infrastructure Bank (the "I-Bank") for Project No. 1605002-014.

RESOLUTION: 25-30

**RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED
\$53,000,000 PRINCIPAL AMOUNT OF PROJECT NOTES RELATING
TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF
THE NEW JERSEY INFRASTRUCTURE BANK AND DETERMINING
VARIOUS MATTERS PERTAINING THERETO**

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

Introduced by Commissioner: **RUBY N. COTTON**

Seconded by Commissioner: **CARMEN DEPADUA**

ADOPTED: FEBRUARY 26, 2025

WHEREAS, the Passaic Valley Water Commission (the “Commission”) was created and operates pursuant to the provisions of Chapter 195 of the Laws of 1923 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-108 *et seq.*), as supplemented by Chapter 162 of the Laws of 1991 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-133.1 *et seq.* (collectively, the “Act”); and

WHEREAS, on May 27, 1992, the Commission adopted a resolution entitled “Resolution Authorizing the Issuance of Water Supply System Revenue Bonds of The Passaic Valley Water Commission,” as amended and supplemented (the “General Bond Resolution”), providing for, among other things, the acquisition, construction or improvement of the Commission’s water system and the issuance of the Commission’s bonds to finance all or a portion of the cost thereof; and

WHEREAS, the Commission has determined to undertake a capital project constituting an “Additional Project” (as such term is defined in the General Bond Resolution) consisting of the replacement of the Levine Reservoir, a 19.2 MG uncovered finished water reservoir, with two 2.5 MG covered concrete storage tanks, with 48 inch piping and a new building with chemical feeds, pursuant to an application filed with the New Jersey Infrastructure Bank (the “I-Bank”) for Project No. 1605002-014, and all work and materials necessary or desirable in connection therewith (the “2025 Additional Project”); and

WHEREAS, the Commission has heretofore applied to the I-Bank for one or more loans to finance the aforesaid improvements; and

WHEREAS, in accordance with the applicable procedures of the I-Bank, the Commission has determined to temporarily finance the costs of the 2025 Additional Project through the issuance of one or more series of project notes of the Commission (the “Notes”) and

the sale thereof to the I-Bank, which issuance and sale shall be authorized by this resolution (the “Note Resolution”); and

WHEREAS, the Commission has determined to authorize, under a separate bond resolution of the Commission, the issuance of one or more Series of its Bonds, constituting “Additional Bonds” within the meaning of Section 317(1)(a) of the General Bond Resolution, in the aggregate principal amount not to exceed \$53,000,000 (the “Series 2025 Bonds”) and the sale thereof to the I-Bank, in order to provide for, among other things, (1) the permanent financing of the costs of the 2025 Additional Project, including through the refinancing of the Notes upon completion of the 2025 Additional Project (or such earlier or later time as determined by the I-Bank), (2) deposits into the various funds and accounts held under the General Bond Resolution and (3) the payment of the costs associated with the issuance of such Bonds (together, the “Project”); and

WHEREAS, it is the desire of the Commission to authorize, execute, attest and deliver the Notes to the I-Bank, pursuant to the terms of the Act and (to the extent applicable) the “Local Authorities Fiscal Control Law” (codified at N.J.S.A. 40A:5A-1 *et seq.*, as the same may from time to time be amended and supplemented) (the “Local Authorities Fiscal Control Law”); and

WHEREAS, the Act and N.J.S.A. 58:11B-9 each allow for the sale of the Notes to the I-Bank, without any public offering, all pursuant to the terms and conditions set forth therein; and

WHEREAS, pursuant to N.J.S.A. 40A:5A-9, the Notes will have been approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and accordingly the issuance of findings by the Local Finance Board is not required

NOW THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION (at least five (5) Commissioners voting in the affirmative, with each of the three (3) Owner Cities represented among the Commissioners voting in the affirmative), as follows:

Section 1. The Commission hereby determines to undertake the construction of the 2025 Additional Project, which has an estimated total cost of \$53,000,000. In accordance with the Act and N.J.S.A. 58:11B-9, in order to provide funds with which to provide for the temporary financing of the costs of 2025 Additional Project and in anticipation of the application of the proceeds of the issuance and sale of Series 2025 Bonds of the Commission to be issued for such purpose, the Commission hereby determines to borrow a sum not to exceed Fifty-Three Million Dollars (\$53,000,000) and to issue its negotiable Notes, in one or more series, in the aggregate principal amount not exceeding said sum. The obligation represented by the Notes is authorized by this Note Resolution, the Act and other applicable law. This Note Resolution constitutes a “bond resolution” adopted pursuant to N.J.S.A. 40:62-133.2.

Section 2. Each such Note shall be designated “Note Relating to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank,” and shall contain such other or additional designation as may be determined by the Executive Director of the Commission

(the "Executive Director"). Said Notes may be sold at one time or in blocks from time to time as may be determined by the Executive Director. The Executive Director is hereby authorized to determine pursuant to the terms and conditions of this Note Resolution (i) the final principal amount of the Notes (subject to the maximum limitation set forth in Section 3(a) hereof) and (ii) the dated date of the Notes. Any determination made by the Executive Director pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Notes by the parties authorized pursuant to Section 4 hereof.

Section 3. The Commission hereby determines that certain terms of the Notes shall be as follows:

- (a) The principal amount of the Notes to be issued shall be an amount up to \$53,000,000;
- (b) The maturity date of the Notes shall be as determined by the I-Bank;
- (c) The interest rate of the Notes shall be as determined by the I-Bank;
- (d) The purchase price for the Notes shall be par;
- (e) The Notes shall be subject to prepayment prior to their stated maturity in accordance with the terms and conditions of the Notes;
- (f) The Notes shall be issued in a single denomination and shall be numbered "NJWB-CFP-24-1"; and
- (g) The Notes shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America.

Section 4. The Notes shall be signed in the name of the Commission by the manual or facsimile signature of the President or Vice President of the Commission and shall have the seal of the Commission (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual signature of the Secretary or any Assistant Secretary of the Commission.

Section 5. The Notes shall be issued in substantially the form of the Note attached hereto as Exhibit A with such changes therein or variations thereof as the President, Vice President or Executive Director (each, an "Authorized Officer"), in consultation with bond counsel to the Commission ("Bond Counsel"), may deem necessary and advisable. The law firm of Dilworth Paxson LLP is hereby authorized to arrange for the printing of the Notes, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 6. The Notes shall constitute "Subordinated Bonds" within the meaning of the General Bond Resolution, and as such are subordinated to all "Bonds" now or hereafter outstanding under the General Bond Resolution and, together with any other "Subordinated Bonds" of the

Commission, shall be secured by a pledge of Revenues and funds under the General Bond Resolution subordinate to the pledge in favor of said Bonds, and shall be payable solely from such amounts in the Subordinated Indebtedness Fund created under the General Bond Resolution as may from time to time be available for the purpose of payment thereof, in accordance with Sections 504(1) and 615 of the General Bond Resolution. In addition, without limiting the foregoing obligation, for the punctual payment of the principal of and interest on the Notes, the Commission hereby expressly and irrevocably promises to pay such sums received from the sale of the Series 2025 Bonds, or any other long-term bonds or other obligations to be issued by the Commission to permanently finance the 2025 Additional Project, as shall be sufficient to pay the principal of and interest on the Notes. The foregoing pledge of Revenues and funds under the General Bond Resolution is and shall be in all respects subordinate and junior to the pledge and lien created by the General Bond Resolution as security for the "Bonds" issued and to be issued thereunder. Pursuant to Sections 504(1) and 615 of the General Bond Resolution, the Commission hereby directs Manufacturers and Traders Trust Company, in its capacity as Trustee under the General Bond Resolution, to (i) periodically transfer from the Revenue Fund into the Subordinated Indebtedness Fund such amounts as shall be required to timely pay the principal (subject to the proviso in the immediately following sentence) of and interest on the Notes (if any) as and when due and (ii) to pay such amounts out of the Subordinated Indebtedness Fund to the Trustee hereunder at such times and in such amounts as may be necessary to enable the Trustee to timely pay the principal (subject to the proviso in the immediately following sentence) of and interest on the Notes to the holders thereof as and when due. For so long as the Commission expects in good faith to issue and sell the Series 2025 Bonds to the I-Bank upon completion of the 2025 Additional Project (or such earlier or later time as determined by the I-Bank) as contemplated in the recitals of this Note Resolution, the Commission shall not be required to make deposits into, nor payments out from, the Subordinated Indebtedness Fund in respect of said maturing principal of the Notes, nor shall the Commission be required to take into account said maturing principal when establishing its rates and charges pursuant to Section 611 of the General Bond Resolution.

Section 7. The Commission hereby appoints Manufacturers and Traders Trust Company, Iselin, New Jersey, as the trustee, paying agent and registrar for the Notes (the "Paying Agent"). The proceeds derived from the sale of the Notes (if any) shall be deposited with and held by the Paying Agent in an account or subaccount herein created and established with the Paying Agent (the "Project Note Account"). Monies so deposited in said Project Note Account shall be used and applied solely for the purpose of (i) paying the costs of the Project and (ii) paying the costs of issuance of the Notes. Monies shall be withdrawn from the Project Note Account from time to time for any of such purposes upon checks, drafts or orders for payments therefrom, signed by an Authorized Officer.

Pending the application of the monies deposited in the Project Note Account to fund the Project, to the extent any funds are advanced prior to payment, such monies shall be invested and reinvested by the Paying Agent on behalf of the Commission in direct obligations of the United States of America or the State of New Jersey, or obligations the principal of and interest on which are guaranteed by the United States of America or agencies of the United States of America. The monies in the Project Note Account to be so invested, and the maturity date or dates, or date or dates of redemption at the option of the holders of such obligations, shall be such as an Authorized Officer shall direct the Paying Agent in writing.

In lieu of the investment of such monies in obligations of the State of New Jersey or the United States of America or agencies thereof, as aforesaid, the Paying Agent shall, upon direction of the Commission in writing, signed by an Authorized Officer, deposit monies from the Project Note Account in interest-bearing time deposits, provided further that each such interest-bearing time deposit or other similar banking arrangement shall permit the monies so placed to be available for use at the times provided with respect to the investment or reinvestment of such monies; and provided further that all monies in each such interest-bearing time deposit or other similar banking arrangement shall be, except to the extent of federal deposit insurance, continuously and fully secured by direct obligations of the United States of America, the State of New Jersey or the Commission, of a market value equal at all times to the amount of the deposit or of the other similar banking arrangement.

Section 8. With respect to the Notes, the Commission covenants and agrees as follows:

(1) It shall neither take any action nor fail to take any action which, if either taken or not taken, would adversely affect the exclusion of the interest on the Notes from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), or any permanent bonds, as if issued on a tax-exempt basis. To the extent permitted by law, however, nothing contained herein shall prevent the Commission from issuing bonds, the interest on which is not excluded from gross income for federal income tax purposes, provided that such issuance will not adversely affect such exclusion of interest on any Note issued hereunder (as if issued on a tax-exempt basis).

(2) The Commission shall not use or permit the use of any proceeds of the Notes or any other funds of the Commission, directly or indirectly, to acquire securities or obligations, and shall not use or permit the use of any amounts received by the Commission in any manner, and shall not permit to be taken any other action or actions, which would cause any Note to be an "arbitrage bond" within the meaning of Section 148 of the Code if the Notes are issued with the expectation that interest will be excludable from gross income. In order to assure compliance with the rebate requirements of Section 148 of the Code, the Commission further covenants that it will establish such accounting procedures as are necessary to adequately determine, account for and pay over any amount or amounts required to be paid to the Treasury Department of the United States in a manner consistent with the requirements of Section 148 of the Code.

(3) The Commission shall not be required to comply with any provision in this Section 8 in the event the Commission receives an opinion of nationally recognized bond counsel (a "Bond Counsel's Opinion") that compliance therewith is not required to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes, or in the event the Commission receives a Bond Counsel's Opinion that compliance with some other requirement in lieu of a requirement specified herein will be sufficient to maintain the exclusion from gross income for federal income tax purposes of interest on the Notes, in which case compliance with such other requirement specified in the Bond Counsel's Opinion shall constitute compliance with the requirement specified in this Section.

Section 9. If the Commission shall pay, or shall deposit in escrow with a bank or trust company, monies or investments in direct obligations of the United States of America, or

obligations the principal of and interest on which are guaranteed by the United States of America, the principal of and interest on which when due will provide monies which together with the monies, if any, on deposit in escrow at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Notes on the maturity date thereof, then and in that event, the covenants, agreements and other obligations of the Commission to the holders of the Notes shall be discharged, defeased and satisfied.

Section 10. Nothing contained in the foregoing provisions of this Note Resolution is intended to limit, nor shall be construed as limiting, in any way, the authorization, issuance or securing of any additional notes, bonds or other obligations of the Commission.

Section 11. All covenants, stipulations, promises, agreements and obligations of the Commission contained in this Note Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Commission and not of any member, officer or employee of the Commission in his individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or on this Note Resolution against any member, officer or employee of the Commission or any person executing said Notes.

Section 12. The Authorized Officers of the Commission are hereby further authorized to (i) execute and deliver, and the Secretary is hereby further authorized to attest to such execution and to affix the corporate seal of the Commission to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Executive Director or the Secretary, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Commission and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Notes and the participation of the Commission in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, (ii) file a certified copy of this Note Resolution with the Municipal Clerks of the Owner Cities (as defined in the General Bond Resolution) in accordance with N.J.S.A. 40:62-133.5, (iii) publish notice of the adoption of this Note Resolution in accordance with N.J.S.A. 40:62-133.5 substantially in the form attached hereto as Exhibit B, and (iv) perform such other actions as the Executive Director and the Secretary deem necessary, desirable or convenient in relation to the execution and delivery of the Notes and the participation of the Commission in the Construction Financing Program. Costs of issuance of the Notes are hereby authorized to be paid in such amounts and to the persons or firms listed on a certificate executed by an Authorized Officer and delivered in connection with the issuance of any Notes.

Section 13. Upon the adoption hereof, the Secretary shall forward certified copies of this Note Resolution to Dilworth Paxson LLP, bond counsel to the Commission, and to Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Section 14. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the General Bond Resolution.

Section 15. This Note Resolution shall take effect immediately.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY COTTON

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

EXHIBIT A

FORM OF NOTE

PASSAIC VALLEY WATER COMMISSION

NOTE RELATING TO THE WATER BANK CONSTRUCTION FINANCING
PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK

§ _____, 2025
NJWB-CFP-25-1

FOR VALUE RECEIVED, the **PASSAIC VALLEY WATER COMMISSION**, a water commission, acting as a public body corporate and politic with corporate succession duly created and validly existing pursuant to the laws of the State (as hereinafter defined), including, without limitation, the Borrower Enabling Act (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof. This Note constitutes a “Subordinated Bond” within the meaning of the General Bond Resolution (as hereinafter defined).

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“**Act**” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be amended and supplemented.

“**Administrative Fee**” means the “NJDEP Fee” as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

“**Anticipated Financing Program**” means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Borrower Bond Resolution” means, collectively, the General Bond Resolution and the Resolution of the Borrower entitled “SERIES 2025 SUPPLEMENTAL RESOLUTION NO. 2 SUPPLEMENTING THE PASSAIC VALLEY WATER COMMISSION’S GENERAL BOND RESOLUTION DULY ADOPTED MAY 27, 1992, AS AMENDED AND SUPPLEMENTED AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$53,000,000 PRINCIPAL AMOUNT OF WATER SUPPLY SYSTEM REVENUE BONDS, SERIES 2025 IN ONE OR MORE SERIES OF THE COMMISSION AND DETERMINING VARIOUS MATTERS PERTAINING THERETO”, adopted on February 26, 2025, as amended and supplemented from time to time.

“Borrower Enabling Act” means Chapter 195 of the Laws of 1923 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-108 *et seq.*), as supplemented by Chapter 162 of the Laws of 1991 of the State of New Jersey, as amended and supplemented (codified at N.J.S.A. 40:62-133.1 *et seq.*, as the same may from time to time be amended and supplemented.

“Borrower Note Resolution” means the resolution of the Borrower entitled “RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$53,000,000 PRINCIPAL AMOUNT OF PROJECT NOTES RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK AND DETERMINING VARIOUS MATTERS PERTAINING THERETO”, adopted on February 26, 2025, as amended and supplemented from time to time, pursuant to which the Note has been issued.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or **“Costs”** means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Credit Policy” means the “New Jersey Infrastructure Bank Credit Policy,” as adopted by the Board of Directors of the I-Bank and as further amended and supplemented from time to time.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, and as the same may be amended or supplemented from time to time during such State Fiscal Year, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“General Bond Resolution” means the resolution of the Borrower entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF WATER SUPPLY SYSTEM REVENUE BONDS OF THE PASSAIC VALLEY WATER COMMISSION”, adopted on May 27, 1992, as amended and supplemented from time to time.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank in a manner consistent with the terms and provisions of the Financial Plan for such State Fiscal Year.

“Issue Date” means the date of issuance of this Note.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition (in a form to be determined by the I-Bank and the NJDEP) that shall relate exclusively to the Project (as defined in this Section 1, hereof), and the Costs that are allocable to the Project, which form of requisition shall be executed by an Authorized Officer of the Borrower and shall be submitted, reviewed and approved as provided by the provisions of Section 4 hereof.

“Local Authorities Fiscal Control Law” means the “Local Authorities Fiscal Control Law”, constituting Chapter 313 of the Pamphlet Laws of 1983 of the State (codified at N.J.S.A. 40A:5A-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Maturity Date” means June 30th of the fifth (5th) State Fiscal Year following the State Fiscal Year during which the Issue Date occurs, which date is June 30, 2030, subject to being re-determined pursuant to clause (i), or (ii) of this definition, but subject, in all events, to the rights and remedies of the I-Bank pursuant to the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants and obligations of the Borrower hereunder, including, without limitation and in particular, the covenants and obligations of the Borrower set forth in Section 3 hereof.

(i) Notwithstanding any of the foregoing, the Maturity Date shall be such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program.

(ii) Notwithstanding any of the foregoing, the Maturity Date shall be such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and agreed to by an Authorized Officer of the Borrower.

“New Jersey Water Bank” means the joint initiative of the I-Bank and the NJDEP to provide low-cost financing to qualified applicants with respect to water quality projects that are identified in the Act.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$ _____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“Revenues” means the “Revenues” as defined in the General Bond Resolution.

“State” means the State of New Jersey.

“Subordinated Indebtedness Fund” means the fund defined and referred to as the “Subordinated Indebtedness Fund” in the General Bond Resolution.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) Organization. The Borrower: (i) is a water commission, acting as a public body corporate and politic with corporate succession, duly created and validly existing under and pursuant to the Constitution and laws of the State, including, without limitation, the Borrower Enabling Act, and is subject to the Local Authorities Fiscal Control Law; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to authorize the authentication of this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the authentication of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower, duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower, and duly authenticated by the trustee or the paying agent pursuant to the Bond Resolution. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the adoption of the Borrower Bond Resolution or the Borrower Note Resolution, (iii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iv) the authorization, execution, attestation, authentication or delivery of this Note, (v) the issuance of this Note and the sale thereof to the I-Bank, and (vi) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The authorization, execution, attestation and delivery of this Note by the Borrower, (ii) the authentication of this Note by the trustee or paying agent pursuant to the Borrower Note Resolution, (iii) the adoption of the Borrower Bond Resolution and the Borrower Note Resolution, (iv) the sale of this Note to the I-Bank, (v) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (vi) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the Revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation, authentication and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, including, without limitation, the undertaking and completion of the Project (provided, that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) I-Bank Credit Policy. The Borrower is in full compliance with the applicable requirements of the Credit Policy as in effect on the date hereof.

(f) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan, including such conditions precedent as the I-Bank may identify upon its determination, at any time following the date hereof, of a Finding of Unacceptable Credit Risk (as defined in the Credit Policy), including, without limitation, (A) additional security for the Anticipated Long-Term Loan through mechanisms as shall be identified by the I-Bank, (B) after providing the applicable Nationally Recognized Rating Agency(s) (as defined in the Credit Policy) a copy of the written notice of a Finding of Unacceptable Credit Risk from the I-Bank, a rating re-affirmation, since the last review by such Nationally Recognized Rating Agency(s), and/or (C) participation in a Financial Due Diligence Meeting (as defined in the Credit Policy);], and (iii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan, including, without limitation, (A) the issuance by the Borrower of a bond to the I-Bank and a bond to the NJDEP in order to evidence and secure the repayment obligation of the Borrower with respect to the Anticipated Long-Term Loan, which bonds in each case will be qualified pursuant to, and entitled to the benefits of the provisions of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. and (B) in connection with the issuance of such bonds, compliance by the Borrower with the Qualified Bond Debt Service Coverage Ratio, as defined in and pursuant to the provisions of the Credit Policy;] and the failure of the Borrower to undertake and complete such conditions precedent shall render it ineligible to participate in the Anticipated Financing Program.

(b) Revenue Pledge. The Borrower irrevocably pledges the Revenues and funds under the General Bond Resolution in accordance with the terms of, and to the extent provided in, the Borrower Note Resolution, for the punctual payment of any and all obligations and amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof). Such pledge is, however, in all respects subordinate and junior to the pledge and lien created by the General Bond Resolution in favor of all "Bonds" now or hereafter issued and outstanding under the General Bond Resolution. Together with any other "Subordinated Bonds" of the Borrower, this Note shall be payable solely from such amounts in the Subordinated Indebtedness Fund as may from time to time be available for the purpose of payment thereof, in accordance with Sections 504(1) and 615 of the General Bond Resolution. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to any municipality or county to which the Borrower provides services pursuant to a contractual arrangement.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code (“tax-exempt bonds”). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any “private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with (i) prudent environmental infrastructure utility practice, (ii) all applicable statutory and regulatory requirements now or hereafter enacted, and (iii) prudent planning:

- (A) at all times, operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner;
- (B) maintain its Environmental Infrastructure System in good repair, working order and operating condition; and
- (C) timely make all necessary and proper repairs, renewals, replacements, additions, adaptations, betterments, and improvements with respect to its Environmental Infrastructure System, including, without limitation, those that are necessary or appropriate to ensure the resiliency of its Environmental Infrastructure System (including, without limitation, those necessary or appropriate to ensure unimpeded physical access to, or operation of, the sites and infrastructure of its Environmental Infrastructure System) in order to address anticipated climate impacts as set forth in the NJDEP’s “Building Resilience Water Infrastructure Climate Change Resilience Guidance,” dated April 2023, as amended, supplemented or updated, and which is incorporated herein by reference, and/or actual impacts from flooding, sea level rise, hurricanes, extreme rainfall, and storm surge, so that at all times the business carried on in connection therewith and the provision of essential services thereby shall be efficiently and properly conducted.

The NJDEP, in its sole discretion, may expressly authorize, in writing, a waiver of any or all of the requirements of this provision based upon its determination that long term operability of the

Environmental Infrastructure System is no longer viable. Any such waiver, however, does not relieve Borrower of the obligation to provide the essential services through an alternative approach.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower covenants and agrees that it shall permit the I-Bank (and any party designated thereby to act on its behalf or to assist it, including, without limitation, its professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the foregoing list of deliverables. In furtherance of the intent of this subsection, the Borrower covenants and agrees that it shall promptly prepare and provide such written reports and informational summaries as the I-Bank may reasonably require.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Exhibits. The Borrower covenants and agrees that it shall comply with the terms, procedures and requirements set forth in each of the Exhibits attached hereto, which are made a part hereof.

(i) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank, or a designee thereof, each such disbursement and the date thereof to be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that

the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, or a designee thereof, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank, or a designee thereof, and maintained in the records of the I-Bank with respect to the Loan; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded and maintained by an Authorized Officer of the I-Bank, or a designee thereof, in the records of the I-Bank with respect to the Loan for purposes of funding fifty percent (50%) of the Administrative Fee identified in Exhibit B hereto, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made by the I-Bank on behalf of the Borrower directly to the NJDEP. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the terms of the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; (iv) the occurrence of an “Event of Default” pursuant to, and as defined in, (1) a loan agreement pursuant to which a long-term loan (that remains outstanding) has been made to the Borrower by either the I-Bank or the NJDEP, or (2) a note obligation (other than this Note) pursuant to which a short-term loan (that remains outstanding) has been made to the Borrower by the I-Bank; and (v) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its

creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days, or the Borrower shall generally fail to pay its debts as such debts become due.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the I-Bank's Credit Policy, during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Passaic Valley Water Commission, 1525 Main Avenue, Clifton, New Jersey 07011, Attention: Executive Director; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be

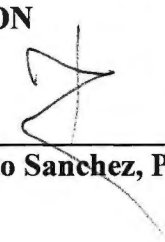
governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**PASSAIC VALLEY WATER
COMMISSION**

[SEAL]

ATTEST:

By: 

Rigo Sanchez, President



Ruby Cotton, Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Bond Resolution.

**MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee**

**By: _____
Authorized Signatory**

EXHIBIT B

FORM OF PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN by the Passaic Valley Water Commission, that resolution No. 25-__ entitled “RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$53,000,000 PRINCIPAL AMOUNT OF PROJECT NOTES RELATING TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK AND DETERMINING VARIOUS MATTERS PERTAINING THERETO” was adopted on February 26, 2025, and that a copy of such resolution is available for public inspection in the offices of the Administrative Secretary of the Passaic Valley Water Commission, 1525 Main Ave., Clifton, NJ 07015, and in the offices of the City Clerks of the Cities of Paterson, Passaic and Clifton; and that any action or proceeding of any kind or nature and any court questioning the validity or proper authorization of the obligations authorized by the Supplemental Resolution, or the validity of any covenants, agreements or contracts provided by the Supplemental Resolution, must be commenced within twenty (20) days after the first publication of this notice. This notice is published pursuant to N.J.S.A 40:62-133.5.

PASSAIC VALLEY WATER COMMISSION
By Louis Amodio, Administrative Secretary

Dated: February __, 2025