

RESOLUTION # 25-098

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-B-08 ENTITLED
"CLIFTON WATER METER REPLACEMENT PROGRAM"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, on May 29, 2025, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-08 entitled "Clifton Water Meter Replacement Program"; and

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

WHEREAS, the responsible, responsive bid submitted for this contract was that of MeterTek Utility Services, Inc., of Kenilworth, New Jersey (the "Awardee") with respect to said bid, in the amount of \$2,006,220.00 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 the 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 therefor; 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:

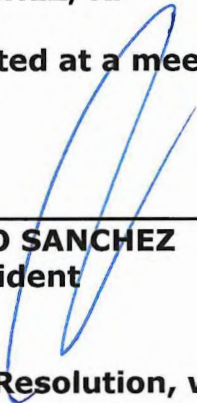
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and

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 RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President




RUBY N. 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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Clifton Water Meter Replacement Program
 Contract # 25-B-08
 Bid Tabulation Evaluation
 Bid Opening Date: May 29, 2025 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
MeterTek Utility Services, Inc. 20 Lafayette Place Kenilworth, NJ 07033	<input type="checkbox"/> Certified Check	\$1,890,949.80	<input 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 10%	\$2,006,220.00	<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
National Metering Services, Inc. 163 Schuyler Avenue P.O. Box 491 Kearny, NJ 07032	<input type="checkbox"/> Certified Check	\$2,069,371.10	<input 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 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.

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-08
"Clifton Water Meter Replacement Program"
MeterTek Utility Services, Inc.

Amount of Project or Contract:

Contract 25-B-08 - \$2,006,220.00

1. Acct: # 001-0901-419-95-15
CAPITAL/METERS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025 - 2027

Other comments: Two Year Duration

Date of Certification: June 25, 2025

Amount Certified: \$2,006,220.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-099

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-B-07 ENTITLED
"PATERSON WATER METER REPLACEMENT PROGRAM"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, on June 10, 2025, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-07 entitled "Paterson Water Meter Replacement Program"; and

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

WHEREAS, the responsible, responsive bid submitted for this contract was that of National Metering Services, Inc., of Kearny, New Jersey (the "Awardee") with respect to said bid, in the amount of \$2,970,394.02 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 the 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 therefor; 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 Responses, 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.	___	___	___	___
DEPADUA, C.	___	___	___	___
FRIEND, G.	___	___	___	___
LEVINE, J.	___	___	___	___
RIZZI, D.	___	___	___	___
VAN RENSALIER, R.	___	___	___	___
SANCHEZ, R.	___	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

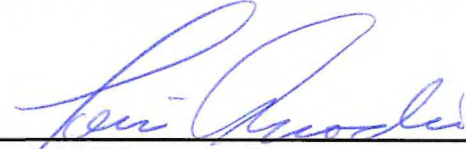


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Paterson Water Meter Replacement Program
 Contract # 25-B-07
 Bid Tabulation Evaluation
 Bid Opening Date: June 10, 2025 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
National Metering Services, Inc. 163 Schuyler Avenue P.O. Box 491 Kearny, NJ 07032	<input type="checkbox"/> Certified Check	\$2,870,394.00	<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 10%	\$2,970,394.02	<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
MeterTek Utility Services, Inc. 20 Lafayette Place Kenilworth, NJ 07033	<input type="checkbox"/> Certified Check	\$2,990,438.00	<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 10%	\$3,011,495.00	<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
			<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
			<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> Public Works Cont. Cert.
			<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Public Works Cont. Cert.
			<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-B-07
 “Paterson Water Meter Replacement Program”
 National Metering Services, Inc.

Amount of Project or Contract:

Contract 25-B-07 - \$2,970,394.32

1. Acct: # 001-0901-419-95-15
CAPITAL/METERS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025 - 2027

Other comments: Two Year Duration

Date of Certification: June 25, 2025 Amount Certified: \$2,970,394.32

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 25-100

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 24-B-06
"LITTLE FALLS WATER TREATMENT PLANT
RESIDUALS HANDLING FACILITY"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, on April 22, 2025, ten (10) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 24-B-06 entitled "Little Falls Water Treatment Plant Residuals Handling Facility"; and

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

WHEREAS, the lowest responsible, responsive bid submitted for this contract was by Coppola Services, Inc., of 28 Executive Pkwy, Ringwood, New Jersey 07456 (the "Awardee") in the amount of \$31,189,000; and

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

WHEREAS, the Local Public Contracts Law provides for award of the Contract to the lowest responsible bidder following receipt and analysis of bids; 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
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.



RIGO SANCHEZ
President

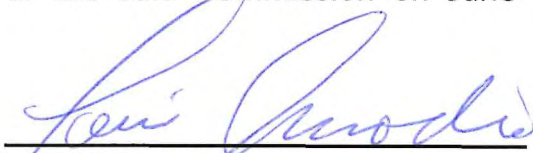


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: LITTLE FALLS WATER TREATMENT PLANT RESIDUALS HANDLING FACILITY
 Contract # 24-B-06
 Bid Tabulation Evaluation
 Bid Opening Date: April 22, 2025 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Coppola Services	<input type="checkbox"/> Certified Check	\$31,189,000.00	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
Tomar Construction	<input type="checkbox"/> Certified Check	\$34,950.000.00	<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 20K		<input checked="" type="checkbox"/> Other Consent of Surety
Northeast Remsco Construction	<input type="checkbox"/> Certified Check	\$36,222,490.00	<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> EEO
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> PVWC Consent of Surety
Prismatic Development Corp.	<input type="checkbox"/> Certified Check	\$36,679.000.00	<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> EEO
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert.
Railroad Construction	<input type="checkbox"/> Certified Check	\$36,815,000.00	<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<input checked="" type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> EEO
Carbro Construction	<input type="checkbox"/> Certified Check	\$39,270,580.00	<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 10%		<input type="checkbox"/> Other Consent of Surety
	<input checked="" type="checkbox"/> Not to Exceed 20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
Anselmi and DiCicco	<input type="checkbox"/> Certified Check	\$40,064,000.00	<input 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 20K		<input type="checkbox"/> Other Consent of Surety
			<input type="checkbox"/> Public Works Cont. Cert.
			<input type="checkbox"/> EEO

Title: LITTLE FALLS WATER TREATMENT PLANT RESIDUALS HANDLING FACILITY
Contract # 24-B-06
Bid Tabulation Evaluation
Bid Opening Date: April 22, 2025 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Conti Civil	<input type="checkbox"/> Certified Check	\$42,347,442.00	<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		<input checked="" type="checkbox"/> Public Works Cont. Cert. EEO
Yonkers Contracting Co.	<input type="checkbox"/> Certified Check	\$43,311,000.00	<input 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		<input type="checkbox"/> Public Works Cont. Cert. EEO
J. Fletcher Creamer	<input type="checkbox"/> Certified Check	\$43,640,200.00	<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		<input checked="" type="checkbox"/> X 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. 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. 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"/> 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.

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. 24-B-06
"Little Falls Water Treatment Plant Residuals
Handling Facility"
Coppola Services

Amount of Project or Contract:

Contract 24-B-06 - \$31,189,000.00

1. Acct: # 001-0901-419-95-35
CAPITAL/TREATMENT PROCESS IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025 - 2027

Other comments: 960 Day Duration

Date of Certification: June 25, 2025

Amount Certified: \$31,189,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-101

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF THE NEWFORMA
CONTRACT MANAGEMENT SOFTWARE**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, PVWC is initiating large-scale capital projects and desires to establish a centralized Project Management Information System (PMIS) to organize, store, and distribute project information. The PMIS system shall be used throughout the project lifecycle for comprehensive construction management, from initiation to closure, to support planning, execution, monitoring, and control; and

WHEREAS, the quotations have been reviewed by the Engineering Department and the Director of Purchasing, as described on Proposal Number A0090527, which is attached hereto as **EXHIBIT A**, is for the procurement of said licenses; and

WHEREAS, PVWC has elected to procure the above-referenced Newforma Project Center software from Newforma, Inc. for a 2-year licensing period, in the amount of \$42,700.00, recommended by a copy of a memorandum dated June 16, 2025, from the Engineering Department, which is attached hereto 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**; 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, Director of Purchasing, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Engineering Department;

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


1. That the procurement of the above-referenced software 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 RENSALIER, R.	<u>X</u>	—	—	—
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

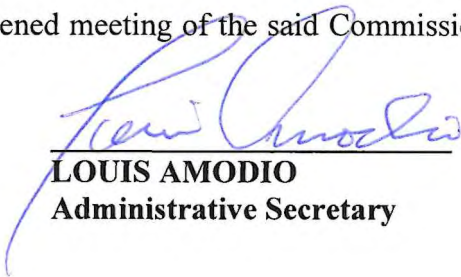


Secretary
RUBY N. COTTON

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Proposal Number: A0090527

Newforma Project Center Proposal

Proposal and Quotation for the implementation of Newforma Project Center software

For the attention of:

PVWC
800 Union Blvd
Totowa, New Jersey 07512 United States

Proposal Date: April 29, 2025
(proposal is valid for 14 days from proposal date)

Submitted by: Andrew Therrien
Sr. Account Executive
atherrien@newforma.com
Direct: (603) 417-4129

Newforma Locations:

Corporate Headquarters Office
225 Franklin St, #27th Floor Boston, MA 02110
P. +1 (877) 875-8252
F. +1 (603) 248-6145

Manchester, New Hampshire
1750 Elm St Manchester, NH 03104
P. +1 (877) 875-8252
F. +1 (603) 248-6145

Quebec City, Canada
1100 Guillaume-Couture, suit 250, Levis, QC, G6W 0R8
P. 1+(844) 246-6631

Montreal, Canada
360 Rue Notre-Dame O, Suite 501 (5th floor) Montreal,
QC H2Y
P. +1 (877) 875-8252

Newforma UK Ltd
New Kings Beam House 22 Upper Ground, Southbank,
London, SE1 9PD
P. +44 20 3963 0700
Toll free. +44 80 0060 8922

Newforma Germany GmbH
Theodor Stern-Kai 1
Frankfurt 60596
Germany
P. +49 89 262 018 96

Newforma Asia Pacific Pte Ltd
Centropod 80 Changi Rd, Unit Number 04-10,
Singapore 419715
P. +65 3157 0877

Newforma (Australia) Pty Ltd
Level 35, One International Towers 100 Barangaroo
Avenue Sydney, NSW 2000
P. +61 2 8001 6130



Proposal Number: A0090527

Dear :

Thank you for your interest in Newforma Project Center. The following is a detailed proposal for your Newforma solution. This is intended to summarize the products, costs and environment requirements for your Project Center purchase. Please feel free to share this proposal detail internally with your team. If you or your group require further information, please do not hesitate to contact me directly. My contact information is listed below.

Best Regards,

Andrew

Andrew Therrien | Sr. Account Executive
atherrien@newforma.com | Direct: (603) 417-4129

Detailed Quotation

Company Name: **PVWC**

What's Included	
NPC Enterprise Edition	Newforma® Project Center software is the building and infrastructure industry's most integrated and comprehensive solution for managing all forms of project information, whether at your office, from the cloud, or on the go. With innovations such as ATM-easy web access and seamless connectivity with other companies using Newforma software, it strengthens your entire project team. Whether you are reviewing and approving a submittal, answering an RFI, or managing changes to contracts, Newforma® Contract Management saves steps and reduces risk. It's part of an integrated solution to manage project information in the office, from the cloud, and on the go. Newforma Building Information Management unlocks the value of the project information buried with the model. The BIM Package links Revit building information to the Newforma solution enabling the broader project team to interactively view models and manage non-graphical information in the model without the expense of a Revit license and the learning required to operate a BIM application. Newforma® Mobile Apps put project information at the fingertips of the people who need it, where you need it. Leave those cameras, notebooks, and paper drawings in the office. Stop hiking back and forth between the job site and the trailer to consult project information. Instead, be fully informed on-site, facilitating better communication, coordination and relationships.
Services - NPC Getting Started Package - Small	This package provides both technical and training services to successfully implement Newforma Project Center. Newforma Implementation Kick-off and planning, Deployment and Configuration Services: Up to 3 sessions + pre-deployment assistance. Training Services: Develop training plan and 7 remote training sessions. Four remote sessions may be exchanged for one day of customized onsite training (*Travel expenses will be billed to the customer as they are incurred). Unlimited basic user training available via online eLearning module and tutorials. Option to purchase additional training.



Proposal Number: A0090527

Fees			
Product Name	Quantity	Sales Price	Final Price
NPC Enterprise Edition	30	630.00	USD 18,900.00
NPC Enterprise Edition	30	660.00	USD 19,800.00

Fees			
Product Name	Quantity	Sales Price	Final Price
Services - NPC Getting Started Package - Small	1	1	USD 3,000.00

Fees	
Product Name	Final Price
Additional Newforma Project Center Server License	USD 1,000.00

Total Final Price: USD 42,700
(Plus Tax if Applicable)

Payment terms and notes

Payment terms 30 from invoice. All prices above are in **USD** and any applicable Country, State or Local Taxes are not included in the price proposal above and are incremental. License terms are per the Newforma Subscription License Agreement. Renewal Subscription includes access to all new releases, secondary releases and Newforma support.

Terms of Use

The following is the link to Newforma’s terms and conditions for use of the Service and providing Consulting Services: <http://www.newforma.com/terms-and-conditions/> (the “Terms and Conditions”). Unless otherwise defined in this Order Form, capitalized terms used in this Order Form shall have the meanings given to them in the Terms and Conditions. By signing below, Customer hereby agrees to the Terms and Conditions together with the terms stated on this Order Form. Customer hereby agrees that no other terms or conditions shall apply and that pricing and other financial information contained in this Order Form are confidential information of Newforma. In the event any of the provisions of this Order Form conflict with the Terms and Conditions, the provisions of this Order Form shall prevail and govern and control such conflict.

Proposal Number: A0090527

Newforma customers around the globe

Newforma customers are raising productivity, reducing exposure to risk, making best practices repeatable, strengthening their brands, and freeing time and attention to focus on design and client service.



Client Case Studies

Learn how firms like yours are reducing risk, increasing efficiencies and taking the stress out of project information management through Newforma software.



Proposal Number: A0090527

Newforma Overview

Win, manage and deliver more successful projects

Good work leads to more work. Satisfied clients generate repeat business. Successful partners refer new business.

AECO firms around the world are enjoying these benefits and more by improving their management of project information and processes. Newforma makes it possible.

Newforma software for project information management slashes the risk of lost or misrouted information, streamlines workflows, and liberates time and attention for construction excellence and client service.

The Newforma difference

The design, engineering and construction process works best when all parts work together. Newforma software connects you to project partners and makes project information available wherever people need it: at the office, from the cloud, or on the go.

Newforma software is the first to integrate project management with project information management. It simplifies the handling of everything from email and file transfers to submittals and closeout documentation.

The Newforma solution is not another document management system. It's not a project extranet. Instead, it offers enterprise software, web-based software, and mobile apps to manage AECO information and workflows with a light touch, electronically.

Easy to implement and quick to learn, Newforma products integrate with software and processes you use now.

Newforma executive summary

Newforma is a project information management software company connecting architecture, engineering, construction, and owner (AECO) organizations worldwide. The Newforma solution connects organizations to each other, to their project information, to their processes, and to remote team members, all for the purpose of more successful project delivery.

Newforma customers are raising productivity, reducing exposure to risk, making best practices repeatable, strengthening their brands, and freeing time and attention to focus on design and client service.

Project Information Management Benefits

- Higher productivity
- Reduced risk
- Stronger relationships
- More business



Proposal Number: A0090527

Product Overview

Newforma Project Center

Manage project information for more successful project delivery

Newforma® Project Center software is the building and infrastructure industry's most integrated and comprehensive solution for managing all forms of project information, whether at your office, from the cloud, or on the go. With innovations such as ATM-easy web access and seamless connectivity with other companies using Newforma software, it strengthens your entire project team.

Keep systems you like, lose those you don't

- Newforma software integrates with essential office systems such as Microsoft® Office® Outlook® email and cloud storage providers, such as Box, Dropbox, Google Drive.
- It replaces FTP and countless point solutions.
- Implement it without altering your information technology infrastructure.

Enhance your brand with ATM-easy web access

- Newforma software includes customizable web access for large file transfers and remote access to your project information.
- Know who has (and has not) downloaded what, when.
- Coordinate distributed CAD or BIM datasets, streamline CA and design review workflows, and much more.

Coordinate directly with other Newforma shops

- Create seamless, secure project information networks with team members in trusted companies via Newforma-to-Newforma connectivity.
- Seamlessly coordinate submittals, change orders and more with your entire project team.
- Always be sure of working with the latest shared files.

Resolve issues while still on the phone

- In seconds, find project information in emails and other documents, even when they originate with people no longer with the firm.
- Search for information in a single project, or include multiple active, archived, and off-line projects; search languages include Chinese characters.

Improve profitability as you reduce risk

- Spend less time managing meeting minutes and action items as you improve team follow-through.
- Expedite final payment by creating self-contained, organized and distributable closeout files.
- Create audit trails of emails and other documents that tell the story of the project.
- Use this information to avoid disputes and support invoices.

Review documents without printing

- Review and compare documents on screen, without printing.
- View and mark up files with easy-to-use annotation and drawing tools.
- Maintain an audit record of all document browsing, previewing, commenting and stamping.

The Newforma Difference

Unlike web-only and document management systems, Newforma PIM software doesn't make you abandon the applications and processes you use now, unless you want to. It integrates with your favorite software to manage information electronically, without paper. It's made for the way you work today.

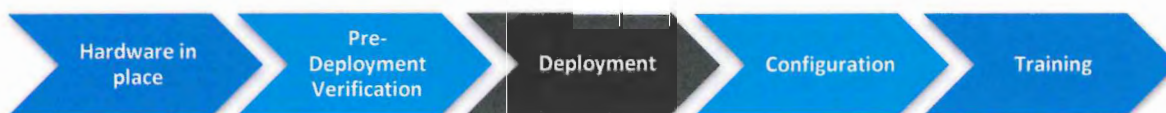
Confidential and Proprietary Information Enclosed. Property of Newforma, Inc.
www.newforma.com

Page 6 of 7

Proposal Number: A0090527

Services Overview

The Services team assists in successful deployment, configuration and training of Newforma software, as well as template customizations and integration with your financial or CRM systems.



Implementation

A successful roll-out is essential. Trust our proven Four Step process to ensure your success with Newforma:

Step I – Get Ready

Your IT contact will follow the Newforma pre-deployment checklist to set up and configure infrastructure resources to ensure your environment is ready for deployment.

Step II – Deployment

Newforma will work with your IT contact to install our software into your environment.

Step III – Get Configured

Newforma will work with you to add projects and contacts, customize forms, etc., so that everything is ready prior to training your staff.

Step IV – Get Trained

During this phase we work with you to create a tailored training plan to introduce Newforma Project Center to your teams. This phase can be done either directly on-site by Certified Newforma Trainers or in conjunction with your staff in a Train the Trainer methodology.

Training

Newforma® Training Services offers courses designed for everyone on your project team – from new users to global administrators. Your firm will see immediate results from the very first training session, and the benefits will increase with each additional course taken.

EXHIBIT B



Executive Director
James Mueller, PE

Commissioners
Rigo Sanchez, President, Passaic
Gerald Friend, Vice President, Clifton
Carmen DePadua, Treasurer, Paterson
Ruby N. Cotton, Secretary, Paterson
Jeffrey Levine, Commissioner, Paterson
Deborah Rizzi, Commissioner, Clifton
Ronald Van Rensalier, Commissioner, Passaic

To: Lisa Bresemann
Purchasing Agent

Date: June 16, 2025

Subject: Procurement of Newforma (Construction Management Software)

As the PVWC Engineering Department prepares to initiate several large-scale capital projects, it is imperative that we establish a robust and centralized system for managing project documentation and communications. Given the scope and complexity of these projects, the need for a comprehensive construction management tool has become necessary.

To support the successful execution of these initiatives, we recommend the implementation of Newforma, a construction management platform widely used in architecture, engineering, and construction industries. Newforma offers a suite of tools specifically designed to streamline the handling of critical project components such as:

- **Estimates** – Centralized storage and management of cost data and revisions
- **RFIs (Requests for Information)** – Efficient tracking, review, and response mechanisms
- **Submittals** – Organized workflow for review and approval of submittal packages
- **Project Schedules** – Integration and collaboration around key project milestones and timelines

By leveraging Newforma, we can significantly improve our ability to track and coordinate these essential activities, reduce the risk of miscommunication or document loss, and ensure that we maintain full compliance with regulatory and procedural requirements throughout the project lifecycle.

In the process of selecting the most suitable construction management software, we conducted a thorough evaluation of other industry-leading platforms, including eBuilder, Procore, etc. While both eBuilder and Procore offered slightly more advanced features in certain areas, their cost structures far exceeded our available budget. eBuilder required a setup fee of approximately \$200,000, with additional ongoing licensing fees, while Procore's initial cost was closer to \$250,000.

Additionally, HDR conducted its own independent comparison of various construction management software solutions available in the market and concluded that Newforma best met the project needs in terms of features, usability, and cost-effectiveness for PVWC.

After careful consideration of both functionality and affordability, Newforma emerged as the optimal solution that meets our criteria in terms of core features, user-friendliness, scalability, and total cost of ownership.

We have also coordinated with our IT department regarding security considerations, and they are fully informed of the process and the manpower required for a successful deployment of Newforma within our systems.

Please let us know if any additional information is required.

Julie Alesandrelli, PE
Supervising Engineer
jalesandrelli@pvwc.com

Memo

Date: Monday, September 23, 2024
 Project: Passaic Valley Water Commission
 To: Julie Alesandrelli, Mansi Master, PVWC
 From: Andy Watson, HDR, Jim Jensen, HDR
 Subject: Construction Management Software Evaluation

Passaic Valley Water Commission (PVWC) is in the process of evaluating construction management (CM) software programs to purchase for their programmatic use. PVWC asked HDR to provide CM software recommendations based on their experience. The purpose of this memo is for HDR to provide a quick overview of three programs that they have working knowledge of.

- **Trimble e-Builder** is used by NYCDEP Bureau of Design & Construction (BEDC) as well as other large utilities. We know from experience that e-Builder is ok once you get used to it, but the learning curve is a bit steep. Other utilities who are beginning very large capital programs choose to adopt eBuilder as in their case, the e-Builder investment (cost and effort) is worth it given the scale of their programs.
 - Trimble also offers a program called Viewpoint. I don't have experience with this project, but I am wondering if it is a more affordable option than e-Builder.
<https://www.viewpoint.com/>
- **Procore** is preferred and used by contractors; however, it is reported to be pricey. We have experience using Procore for submittals tracking for another North Jersey Drinking Water Client. Online quotes and demos can be obtained online:
https://www.procore.com/sem/demo-b?utm_source=google&utm_medium=paid-search&utm_term=procore%20construction%20software&utm_campaign=G_US_S_Brand&utm_content=brand&bt=699616799254&bm=e&bn=g&gad_source=1&gclid=Cj0KCQjwo8S3BhDeARIsAFRmkOPQypGFjdhrGQKNkO1n_ib7gBW2rFeZBuV5DBliKgwnhZR1D2qiloaAp2iEALw_wcB
- **Newforma** is the Project Management Information System that HDR uses for construction administration. Newforma offers 'ConstructX' which is their version of Procore. HDR has determined that ConstructX is not needed for the services that we typically provide during construction. Here is a link for your use: [External User Quick Reference guide - Newforma Project Center Help](#)

Newforma costs roughly \$250 per year per user. There would be additional software costs for ProjectWise, Bluebeam, etc. to the extent you need those platforms too. Attached to this memo is a very brief Newforma overview video – you'll see how we use



Newforma along with related software, e.g., ProjectWise (file management and archiving) and Bluebeam (pdf editing individually and live with groups). External users can access the Newforma interface through a web browser which is free to them.

We believe that Newforma would allow PVWC to balance the software investment with the effort it would take to begin using it. We have HDR staff who oversee how we use Newforma (among other software platforms for our work. We can arrange a call with HDR's Katie Pardee or Tara Anderson (Newforma point of contact).

Capabilities	Asite	e-Builder (Unity Construct)	Kahua	PM Web	Procore	Unifier	Newforma	Comments
Document Management (File Manager, RFI, Submittals)	Good	Good	Good	Good	Good	Good	Good	
Drawing Markup & Review	Viewer & some markup	Viewer	Viewer & Markup	Viewer & Markup	Viewer & Markup	Viewer & Markup	Viewer & Markup	
Bluebeam Integration	Studio Session	Revu	Revu	Studio Session	Revu	Revu	Revu	
Scheduling	Viewer	Good	Viewer	Good	Good, also out-of-box integration with P6	Good ¹	Integrates with MS Project and Primavera	1. Unifier provides the best integration with P6 using out-of-the-box functionality
Field Records (Daily Reports, Field Observations) Including Mobile	Good	Good	Good	Good	Good	Good	Good	
Dashboard (Project Health, Cost Tracking)	Good	Good	Good	Good	Good	Good	Good	
Integration (API) Capability	Open	Vendor Assisted	Open	Open	Open	Open	Open	
GIS Capability	Integration View in PMIS	Integration View in PMIS	Integration View in PMIS	Integration View in PMIS	Integration View in PMIS	Integration View in PMIS	Integrates with GIS, but does not offer comprehensive GIS features. View in PMIS	
PMIS Service is run On-Premise?	No	No	No	Yes	No	Yes ²	Yes - both onsite on local servers or on cloud	2. While it is possible to run Unifier on-premise, it is not recommended due to the complexity of the ecosystem.
System Total Cost of Ownership	\$	\$\$	\$\$	\$\$	\$\$	\$\$\$	\$\$	
Customer Support (one-on-one relationship to solve needs at not additional cost)	Very Good	Fair	Very Good	Very Good	Fair	Poor	Very Good	
Partner Support (number of firms that support the product)	Limited	Good	Good	Limited	Limited	Good	Good	

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

Description of Project or Contract: **Newforma Contract Software Through
Newforma**

Amount of Project or Contract: \$42,700.00

1. Acct: #- 001-0301-413-70-52
BUDGET – MAINTENANCE AND LICENSING AGREEMENTS
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025 - 2027

Other comments: Two Year Agreement

Date of Certification: June 25, 2025

Certified: \$42,700.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-102

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE THE PROCUREMENT OF SERVICES FROM
ADVANCED UTILITY SYSTEMS TO PERFORM
THE INTEGRATION OF PAYMENTUS PAYMENT PROCESSING
SOFTWARE WITH CIS**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, the Passaic Valley Water Commission, ("PVWC") approved the procurement of a new Payment Processing System from Paymentus to complete a necessary upgrade of its current payment processing portal which had become obsolete and could no longer support the business needs of the PVWC; and

WHEREAS, Advanced Utility Systems ("AUS") maintains the CIS System that is currently being used by the PVWC. The CIS system is the main system utilized to run the PVWC computer network. It is required that our new payment processing system interface with the CIS system and the cost for this service is \$22,950.00; and

WHEREAS, a Quotation AT114685 was obtained from AUS to complete the CIS to Paymentus Integration; a copy of 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'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**; 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 Finance Department;


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

- 1. That the procurement of these necessary services for the integration of CIS to Paymentus 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
RIZZI, D.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

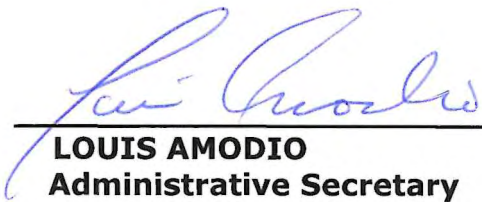


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Client	Passaic Valley Water Commission	Client Contact	Lilia Nigrete
Quote Effective Date	May 27 th 2025	Prepared By	Karen Kelly
Reference Number	AT114685	Client PO	
Description	Statement of Work (SOW): CIS-Paymentus Integration with P2P		

Client Request

Passaic Valley Water Commission (PVWC) is transitioning from Invoice Cloud to Paymentus and implementing the Paymentus Customer engagement Portal to support payments via online, IVR and Cash Register. As part of this transition, PVWC will replace the Infinity Link V3 SSO from Invoice Cloud and disable Infinity Mobile. For this reason, PVWC is requesting a statement of work from Advanced Utility Systems (Advanced) to assist with their Paymentus integration.

Proposed Solution

The services to be provided under this SOW are as follows:

- Advanced will share necessary details of existing Test and Prod SOAP API with Paymentus to establish communication between CIS and Paymentus.
- Paymentus will use SOAP API call to obtain payment history.
- **IVR and Online Payments:**
 - IVR Payments will be taken from Paymentus IVR.
 - Advanced will assist with setting up additional payment methods and transaction codes in CIS Test and Production to be able to receive and show payments posted by Paymentus online payment methods.
 - Advanced will set up the required control forms to allow PVWC to pick up these pending payments and update them through a transaction batch in CIS.
 - Advanced will assist in setting up a scheduler task to pick up these pending payments (Note: Scheduler must already be working on Test and Production systems)
- **Autopay:**
 - Advanced will provide a list to PVWC of all existing autopay accounts:
 - One after SOW is signed and this project is initiated.
 - One prior to clearing the existing records.
 - The list will contain:
 - Customer number
 - Account number
 - Email address
 - Phone number (phone type - cell)
 - Mailing address
 - Advanced will clear and delete all existing autopay records in CIS since customers will re-enroll for autopay on the Paymentus web portal.
 - Paymentus will transmit Variable Plan(VP) Autopay enrollment information to CIS via SOAP API calls.

- CIS will obtain and store a token from Paymentus for each customer account.
- Passaic CSR will run the autopay pickup process to generate transaction batches and authorize payments
- **Cash Register:**
 - Advanced will enable CIS cash register functionality to authorize payments through Paymentus.
- **CIF File:**
 - Advanced will create a CIF export interface to provide customer data to Paymentus.
 - Advanced will collaborate with Paymentus to ensure the CIF file meets their specifications.
 - The file will be saved at the location specified by PVWC.
 - Advanced will assist PVWC in setting up a daily scheduled task to run the CIF file export (Note: Scheduler must already be working on Test and Production systems)
 - PVWC will be responsible for securely transferring the CIF file to Paymentus.
- **eBills:**
 - PVWC will communicate to their customers to register on the Paymentus portal to receive eBills.
 - Bill images are currently stored on the CISV4 Server; PVWC will work with Paymentus to retrieve historical bills via SOAP API.
 - Advanced will provide PVWC an export list of customers that are currently registered for LINK and a list currently registered for eBills:
 - One after SOW is signed and this project is initiated.
 - One prior to transition to Paymentus
 - The list will contain:
 - Customer number
 - Account number
 - Email address
 - Phone number (phone type - cell)
 - Mailing address
 - PVWC customers must still register on Paymentus portal and PVWC will communicate accordingly to customers.
- **Web Services Upgrade:**
 - Advanced will upgrade the following CIS Web Services as per the updated architecture and security requirements in PVWC's Test and Production environment:
 - Director.pvwc.com
 - Paymentui.pvwc.com
 - pamanager.pvwc.com
 - awspg.pvwc.com
 - awscis.pvwc.com
 - Advanced will provide the system specifications for the new DMZ server—both for test and production environments.

- **Web Services Disabled/Remove:**
 - AUS will disable/remove the following web services as per the updated architecture and security requirements:
 - Link.pvwc.com
 - Client.Prod.pvwc.com
 - Director.Prod.pvwc.com
 - ws.prod.pvwc.com
 - pamanager.prod.pvwc.com
 - dispatch.prod.pvwc.com
 - cisws.prod.pvwc.com

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

- No changes to the receipt report are included in this SOW.
- PVWC is disabling Infinity Mobile, no replacement integration is included in the scope of this SOW.
- In the event additional hours are required to effectively complete this SOW, a request will be made for the number of hours needed.
- If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, PVWC will be responsible for all costs associated with reconfiguring the system

Cost

The cost of successfully completing this SOW is \$22,950.00 USD.

Payment Terms

This SOW will be invoiced monthly with the following milestones:

Milestone Payment (MP)	Amount
MP1: Upon signing this SOW	\$9,180.00
MP2: Upon delivery of the configuration on one Test application	\$6,885.00
MP3: Upon delivery of the configuration on one Production environment	\$6,885.00
Total	\$22,950.00

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or new requests, a request for a Change Order will be required with an additional cost
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing

- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing PVWC's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet PVWC's CIS needs. All development work completed by Advanced will be communicated, in advance, to PVWC's Project Manager so that PVWC's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of PVWC if not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem and mileage charges will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, and fuel) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

1. Advanced Resource (Customer Success Technical Consultant who is assigned the project)
2. Advanced Manager (Customer Success Team Lead)
3. Advanced Sponsor (Manager of Customer Success)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Limitation of Liability

THE LIABILITY OF ADVANCED (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY INDEMNITY OBLIGATION) FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CITY TO ADVANCED PURSUANT TO THIS SOW.

IN ADDITION TO THE FOREGOING, ADVANCED SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF ADVANCED HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined
- Additional or change in scope will require a request for a Change Order

Authorization

Signature indicates that the parties have read, understood, and agreed to all the contents of this quote.

Authorized by PVWC		Authorized by Advanced Utility Systems	
Name		Name	
Title		Title	
Signature	Date	Signature	Date

PASSAIC VALLEY WATER COMMISSION

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: **Procurement of Services to Perform Necessary Tasks for the Implementation of New Payment Processing Software Advanced Utility Systems**

Amount of Project or Contract: \$22,950.00

1. Acct: #- 001-0901-419-95-07
CAPITAL – COMPUTERS AND SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025 - 2026

Other comments: One Year Agreement

Date of Certification: June 25, 2025

Certified: \$22,950.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-103

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE RENEWAL OF PVWC'S ANNUAL
SUBSCRIPTION OF MICROSOFT 365 FROM CONTRACT NO. CK04,
SUBCONTRACT NO. 24-38 UNDER THE NEW JERSEY COOPERATIVE
PURCHASING ALLIANCE**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: CARMEN DE PADUA

Seconded by Commissioner: DEBRA RIZZI

WHEREAS, PVWC utilizes Microsoft 365 Subscriptions, and the licenses found within this subscription enables PVWC to access a secure email environment, advanced authentication services, and many other cloud-based services must be renewed annually; and

WHEREAS, State Contract Numbers CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance (the "Co-op"), as described on Quotation Numbers 26168737 and 26300152, which are attached hereto as **EXHIBIT A**, is for the procurement of said licenses; 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 \$114,402.74, a copy of a memorandum dated June 13, 2025 from 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 State Contract for procurement of the above-referenced network equipment is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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.



RIGO SANCHEZ
President

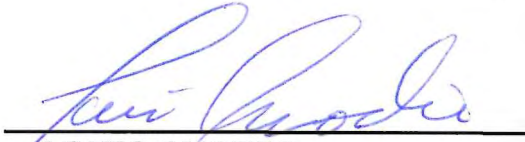


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
Quotation #: 26168737
Reference #: EA# 49844114
Created On: 5/8/2025
Valid Until: 5/30/2025

NJ-City of Passaic Valley Water Commission

Eric Coan
1525 Main Avenue
Clifton, NJ 07011
United States
Phone: 973-340-4376
Fax:
Email: ecoan@pwwc.com

Felice Leader
Phone:
Fax:
Email: felice_leader@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	340	\$18.26	\$6,208.40
2 Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	7	\$428.52	\$2,999.64
3 Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	340	\$0.00	\$0.00
4 Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	25	\$90.94	\$2,273.50
5 Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	10	\$182.12	\$1,821.20

Note: Year 2

14	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	340	\$20.09	\$6,830.60
15	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2	30	\$90.94	\$2,728.20
				<hr/>
			Total	\$113,490.64

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 26300152
Reference #: EA# 49844114
Created On: 6/12/2025
Valid Until: 7/31/2025

NJ-City of Passaic Valley Water Commission

Microsoft Inside Account Manager

Landy Ducheine
1525 Main Avenue
PO Box 230
Clifton, NJ 07011
United States
Phone: (973) 340-4300
Fax:
Email: lduchine@PVWC.com

MSNorthEastGov
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-624-5965
Fax:
Email: MSNorthEastGov@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2025 – 7/31/2026 Note: Year 2 - 12 months	10	\$91.21	\$912.10
		Total	\$912.10

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Note: The New Jersey Cooperative Purchasing Alliance is a Service of the County of Bergen, County Executive James J. Tedesco III and the Board of Commissioners

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: Lisa Bresemann

From: L. Ducheine

cc: J. Mueller

Date: June 13, 2025

Re: Recommendation to renew annual PVWC Microsoft 365 Subscriptions

The department of Information Technology recommends the Commission renews PVWC's annual Microsoft 365 Subscriptions. The licenses acquired through this subscription grants PVWC access to a secure e-mail environment, advanced authentication services, and many other features that are only available from Microsoft's cloud-based services.

An important continued benefit from this recommendation is PVWC's access to Microsoft's GCC (Government Community Cloud), ensuring that all PVWC's cloud-based Microsoft environments are secured to the same standard as other government agencies.

Maintaining an active agreement with this GCC consideration is an essential component of PVWC's continued utilization of a cloud-based environment; at a total cost of \$114,402.74

- The initial quote is for \$113,490.64.
- The second quote of \$912.10 was to satisfy the requirement to maintain a sufficient inventory of Power BI licenses for future needs.

These items will be acquired through the New Jersey Cooperative Purchasing Alliance. This year's renewal anticipates additional Power BI licenses for dashboard users and additional application requirements, Power BI, Intune, MS Project etc.

The department hopes this recommendation is successfully considered by the Commission.

PASSAIC VALLEY WATER COMMISSION

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

Description of Project or Contract: **Renewal of PVWC's Annual Subscription of Microsoft 365 through New Jersey Cooperative Purchasing Alliance, Contract No. CK04 SHI Corporation**

Amount of Project or Contract: \$114,402.74

1. Acct: #- 001-0901-419-95-07
CAPITAL – COMPUTERS AND SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025 - 2026

Other comments: One Year Renewal

Date of Certification: June 25, 2025

Certified: \$114,402.74

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-104

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE RENEWAL OF ENGHOUSE SOFTWARE
MAINTENANCE THROUGH THE PROFESSIONAL SERVICES GROUP
UNDER STATE CONTRACT #A80802**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, under the current New Jersey State Contract A80802 (herein the "State Contract") PVWC is desirous of renewing the Enghouse Software Maintenance through the Professional Services Group "PSG"; and

WHEREAS, the current system is operational and PVWC desires to maintain the current system under the State Contract; and

WHEREAS, a copy of the Director of IT's memorandum dated June 16, 2025, recommending the renewal, is attached hereto as **Exhibit A**; and

WHEREAS, a copy of the Quote No. PVWC01-20250616 for a total of \$49,052.80 is attached hereto as **Exhibit B**; 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, the Executive Director, the Director of Purchasing Department, and the Chief Financial Officer have reviewed the above-referenced memorandums and concur with the recommendation of the Director of the IT Department; and

WHEREAS, PVWC's Comptroller has certified, with respect hereto that funds are currently available for said purpose and said certificate is attached hereto and made a part hereof as **Exhibit C**; and

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

1. That the State Contract for procurement of the above-referenced equipment is hereby awarded to the Awardee as set forth hereinabove in the total amount of \$49,052.80; 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
RIZZI, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSA LIER, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President



RUBY N. 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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Quality. Integrity. Trust.
Delivering solutions that **WORK.**

Professional Services Group (PSG)
1 South Corporate Drive, Riverdale, NJ 07457
(201) 312-6510



**Passaic Valley
Water Commission**

Quote Prepared for: Passaic Valley Water Commission
Customer Address: 1525 Main avenue
City/State/Zip: Clifton, NJ 07011
State/Zip Code: NJ 07631
Quote #: PVWC01-20250616

PSG Major Account Executive: Hyman Fenster
Phone: 973-863-3157
Email: hfenster@psgsupport.com
PSG NJ State Vendor #: V00028616
Avaya NJ State Contract #: A80802

Proposal:

		Hardware						
Item Number	Description	QTY	MSRP	Discount %	Discount Amt.	Price	Ext Total	
700513569	J179 IP Phone Global No Power Supply	15	\$ 500.00	44.00%	\$ (220.00)	\$ 280.00	\$ 4,200.00	
*** J179 Sets***							Grand Total: \$ 4,200.00	

		Part			Unit	Ext
Qty	Number	Description	Sell Price	Sell Price		
1	091-903B	Enghouse CC Software Maintenance - Premier	\$ 44,152.69	\$ 44,152.69		
1	160-903B	Enghouse QMS Software Maintenance - Premier	\$ 4,900.11	\$ 4,900.11		
Total Price:				\$ 49,052.80		

Notes:

1. This quote includes Enghouse maintenance for 1 year period, 8/1/25 - 7/31/26.
2. Enghouse no longer provides renewal extensions and grace periods.
3. Enghouse will charge a late fee of 20% if support is renewed after the expiration date.
4. This proposal includes Enghouse maintenance for:
 - A. **Enghouse Call Center Software** which provides effective and efficient customer service.
Enghouse CC can offer agents flexibility when handling voice, voicemail, SMS, email, webchat, social media, and video collaboration channels.
 - B. **Enghouse QMS Software** allows recording across voice and digital channels and enables quick search and playback.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: June 16, 2025

Re: Recommendation to approve the Professional Services Group Maintenance contract renewal

The Department of Information Technology recommends the Commission approves the proposal from Professional Services Group for renewal of the existing maintenance contract. The vendor will provide maintenance services for the Communication Center (CC) software solution. The CC solution is critical for business operations, because it is used for routing calls to support functions like:

- **Call routing** – Helps determine optimal route for calls based on factors like caller profile, agent skills, time of day and wait times.
- **Multi-Channel** – Integration of multiple channels for customer interaction (Voice, email, SMS etc.
- **Queueing & IVR** – Integrates call queueing with IVR functionality to manage customer interactions.
- **Reporting & Administration** – CC provides tools for monitoring Customer Service performance, generating reports and managing the system.

The Quality Management Suite (QMS) solution is used to record customer calls and evaluate our agents. Briefly, it facilitates:

- **Call Recording** – Monitoring agent conversations, providing historical playback and real time monitoring.
- **Agent Evaluation** – Allows Managers to evaluate agent performance, score calls and provide guidance for improvement.
- **Computer Recording** – Records desktop activities, providing a complete picture of agent interactions.
- **Regulatory Compliance** – Helps establish a compliant regulatory posture by providing a comprehensive record of customer interactions.

The maintenance contract duration is 1-year; includes:

Enghouse Maintenance	
Enghouse CC Software Assurance - Premier	\$44,152.69
Enghouse QMS Software Assurance - Premier	\$4,900.11
Total Price	\$49,052.80

The Information Technology Department recommends the Commission approves the renewal of this contract. It directly contributes to the quality of the service we provide to our customers.

PASSAIC VALLEY WATER COMMISSION

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

Description of Project or Contract: **Renewal of Enghouse Software Maintenance Through Professional Services Group Under NJ State Contract #A80802**

Amount of Project or Contract: \$49,052.80

1. Acct: #- 001-0901-419-95-02
CAPITAL/PREPAID SERVICE CONTRACTS
2. Specific Appropriation to which expenditures will be charged:
Capital Budget 2025 - 2026

Other comments: Renewal – One Year

Date of Certification: June 25, 2025

Certified: \$49,052.80

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-105

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 23-V-20
"ROLL-OFF CONTAINERS – TRASH REMOVAL SERVICES"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, under Contract 23-V-20 "Roll-off Containers – Trash Removal Services" the "Contract"), Frank Galbraith & Son Excavation and Demolition, LLC, Inc. of Scotch Plains, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing June 15, 2023, under Resolution No. 23-064; and

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

WHEREAS, pursuant to the LPCL, this 2-year contract, which is otherwise scheduled to end on June 15, 2025, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than five (5) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

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

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning June 25, 2025; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 2-year extended portion of the Contract, and, based on the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change to the unit prices with the two-year total contract amount of \$224,000.00; and

WHEREAS, a copy of the Vendor's correspondence (dated May 29, 2025) agreeing to a 2-year extension of the Contract (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as **Exhibit A**; and

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

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

1. That PVWC hereby authorizes and awards a 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.



RIGO SANCHEZ
President

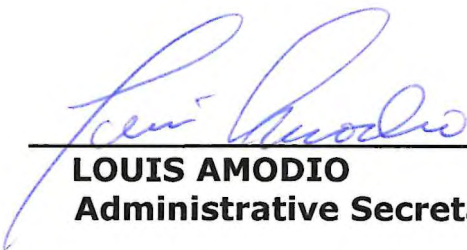


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Bresemann, Lisa

From: Galbraith Office <office.galbraith@gmail.com>
Sent: Thursday, May 29, 2025 8:05 AM
To: Bresemann, Lisa
Subject: Re: 23-V-20 - Roll-Off Container - Trash Removal Services

External Sender - From: (Galbraith Office <office.galbraith@gmail.com>)
This message came from outside your organization.

Ok. Thank you.

On Wed, May 28, 2025 at 1:48 PM Bresemann, Lisa <lbresemann@pvwc.com> wrote:

Good afternoon, Joseph,

I am writing to confirm the conversation we just had. You have agreed to a two (2) year extension of our current contract at the current terms as described in your proposal and our contract for Contract 23-V-20. I will be presenting this to the Board this month and will advise of their decision.

Thank you.

Regards,

Lisa Bresemann

Purchasing Agent

From: Galbraith Office <office.galbraith@gmail.com>
Sent: Wednesday, May 7, 2025 10:40 AM
To: Bresemann, Lisa <lbresemann@PVWC.com>
Cc: Joseph Galbraith <jgalbraith@gmail.com>; Marotta, Mike <mmarotta@PVWC.com>
Subject: Re: 23-V-20 - Roll-Off Container - Trash Removal Services

Hi Lisa,

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 Extension 23-V-20
"Roll-Off Container – Trash Removal Services"
Frank Galbraith & Son

Amount of Project or Contract:

Contract 23-V-20 - \$224,000.00

1. Acct: # 001-2002-423-7014
PURCHASES – GARBAGE DISPOSAL
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2025 - 2027

Other comments: Two Year Extension

Date of Certification: June 25, 2025

Amount Certified: \$224,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-106

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 25-PA-10 ENTITLED
"PROFESSIONAL SERVICES FOR FINANCIAL LIQUIDITY ANALYSIS"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 25-PA-10, "Professional Services for Financial Liquidity Analysis" (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) and

WHEREAS, the firm of Three Plus One., of Pittsford, New York (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 \$32,250.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Conduct in-depth analyses of cash flow trends, reserves, and liquidity benchmarks; 2) Identify opportunities for improved interest earnings and reduced banking fees; 3) Evaluate and enhance internal controls and investment policy compliance; 4) Develop data-driven strategies to strengthen financial positioning and risk management; 5) Increase transparency and accountability across all banking and investment relationships; 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**.

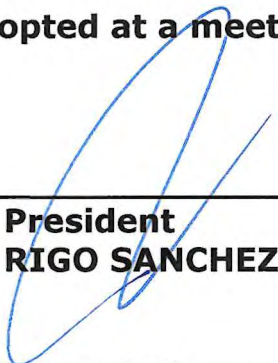
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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
RIGO SANCHEZ

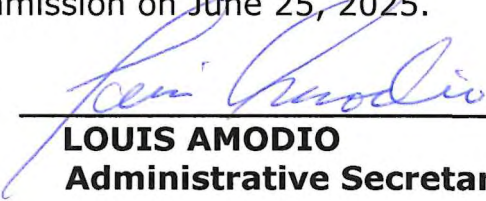


Secretary
RUBY N. COTTON

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

three+one
and
Passaic Valley Water Commission

I. Professional Services Agreement:

This professional services agreement ("Agreement") is effective and entered into as of the signed date on page three (3) and is between Passaic Valley Water Commission ("the Entity") and three+one.

II. Scope of Services:

The Entity is retaining three+one for cashVest® Liquidity & Treasury Analyses.

A. Initial and ongoing cashVest liquidity analysis will:

- Provide liquidity management data that pinpoints the time value of the Entity's cash in the marketplace.
- Monitor, review, and report on all financial institution accounts for which data is received by three+one.
- Assist the Entity in preparing short-term cash management by providing stress tests/algorithmic simulations on all cash.
- Analyze the Entity's liquidity proficiency to continually prepare the Entity to earn and save the most possible without sacrificing safety or liquidity.
- Ensure appropriate and competitive pricing is being received from financial partners pertinent to the facilitation of cash management.
- Assist the Entity in garnering preferred deposit rates with its banking provider(s).
- Monitor and analyze the Entity's bank billing analysis statement(s).
- Clearly define next steps and recommendations to uncover new sources of value on identified strategic liquidity.
- Conduct a review of the Entity's Investment Policy Statement (IPS).
- Hold an interview (60 to 90 minutes in duration) with key staff members in order to understand back-office processes to aid in providing actionable recommendations.

B. three+one's cashVest services provides the Entity with:

- View summary of all cash performance across all Entity banking relationships on one platform.
- Tailored rate analysis and strategic cash progress.
- Ability to compare investment yields and charts.
- Access to opportunity cost in the financial marketplace, providing transparency for the Entity to obtain competitively priced bank products.
- Ongoing benchmark rates in the market.

C. three+one would be provided the following data from the Entity:

- View only [inquiry] access to your online banking portal(s) where three+one will aggregate:
 - 12 months of bank statements via .PDF and/or .CSV format (dependent on the availability of transaction data from the bank portal).
 - 12 months of bank analysis statements in .PDF format.
 - All CD statement(s)/receipt(s), Local Government Investment Pool Statement(s), and all investment portfolio/brokerage statements(s).

III. Privacy/Confidentiality

three+one will not license, sell, rent, share, or trade client personal identifiable data with third parties without prior consent, unless required by applicable law or as necessary, in three+one's sole discretion, to perform the Services. three+one may collect client personal identifiable data in conjunction for use of the Services. three+one may share client personal identifiable data with third parties to the extent necessary to provide the Services. The Entity and three+one will comply with all laws and regulations that apply to the collection, use, transmission, storage, and disclosure, or destruction of confidential information. Both the Entity and three+one agree to hold the other party's information in strict confidence. Aggregated, anonymized data is used to enhance, add, and improve service offerings, and client outcomes in the financial marketplace. The Entity and three+one both agree to use all reasonable efforts to protect the unauthorized use or distribution of confidential information. three+one agrees to use the same degree of care to prevent disclosing any data to unauthorized third parties except such disclosure or access that will be permitted to perform the Services provided under this Agreement. The Entity may find any updated privacy statement for three+one on its website.

The Entity and three+one agree that the solutions provided to perform the Services are protected by U.S. copyright law and conventions. Both the Entity and three+one further agree that the technology used by them to carry out the Services, including liquidity data, models, graphics, trade secrets, distinctive tables, copyright, and other intellectual property, shall remain the property of three+one and be held as confidential by both parties. Both the Entity and three+one undertake not to use, copy, reproduce, alter or modify the contents or operation of any of these items need to perform and provide the Services and agree that neither they nor their employees, current or past, may reveal, market, hand over or sell any information related to the Agreement.

IV. Severability:

With reasonable cause, either party reserves the right to cancel this Agreement without obligation by giving 30 days written notice to the other party of the intent to terminate after the first full calendar year of services.

V. Financial Arrangements

The Entity agrees to pay a liquidity monitoring and reporting fee of \$250.00 annually per one million dollars of the Entity's total anticipated revenue from the most recently adopted budget. three+one reserves the right to increase the fee by the CPI Adjustment on the agreement anniversary date.

VI. Billing Installments

The first liquidity monitoring and reporting fee shall be due after the initial cashVest analysis is presented. Please select the cadence you would like to be invoiced:

☐ - Quarterly ☐ - Annually

Example: \$120 million of anticipated revenues equates to \$30,000.00 annually or \$7,500.00 billed in quarterly installments. A 5% discount will be applied in the first year if the entity agrees to proceed with payment after the initial cashVest analysis demonstrates at least a 1:1 benefit.

If three+one does not show a 1 to 1 benefit through its cashVest initial analysis compared to the proposed annual fee for the Entity, the initial cashVest analysis will be provided at no cost with no further obligation.

Quotes and pricing terms are negotiated and may be unique to the Entity. Therefore, and except as otherwise required by law, the Entity hereby agrees to keep confidential all pricing, quotes, and invoiced amounts received from three+one.

To ensure accurate processing of invoices, all invoices should be sent to the following designated Accounts Payable representative/group unless otherwise notified.

First & last name (please print): _____

email address (please print): _____

Signatures:

_____	_____
three+one	Date

_____	_____
Passaic Valley Water Commission	Date

Without signatures, this agreement is valid for 180 days from May 8th, 2025.

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: Project No. 25-PA-10
"Professional Services for Financial Liquidity
Analysis"
Three Plus One

Project No. 25-PA-10
Not to Exceed \$32,250.00

1. Acct: # 001-0501-415-72-24
PURCHASES – SERVICES/FINANCIAL
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025- 2026

Other comments: Professional Service – One Year

Date of Certification: June 25, 2025

Amount Certified: \$32,250.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-107

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 2 FOR
"SHARED SERVICE AGREEMENT FOR RECEIVING/DISPOSING
OF LIQUID RESIDUALS"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, PVWC entered into a Shared Service Agreement with the Passaic Valley Sewerage Commission ("PVSC") entitled "Shared Service Agreement for Receiving and Disposing Liquid Residuals" (the "Agreement") at PVWC's Commission Meeting on October 26, 2022 (PVWC Resolution 22-098), not to exceed \$3,488,400.00 and with said Agreement expiring on October 25, 2025; and

WHEREAS, the PVWC approved Change Order No. 1 on September 25, 2024 (PVWC Resolution 24-106), increasing the contract price by \$1,800,000.00 to cover the unanticipated increase in the cost of disposing of liquid residuals under this agreement that resulted from environmental causes; and

WHEREAS, Proposed Change Order No. 2 is required to pay additional quantities for the receiving and disposing of liquid residuals under this Agreement to accommodate PVWC's increased demands as described in **Exhibit A**, with a total increase of \$800,000.00, which brings the total adjusted Contract Price to \$6,088,400.00; and

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

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


1. That PVWC hereby authorizes and awards a Change Order No. 2 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> </u>	<u> </u>	<u> X </u>	<u> </u>
DEPADUA, C.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
RIZZI, D.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSALIER, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

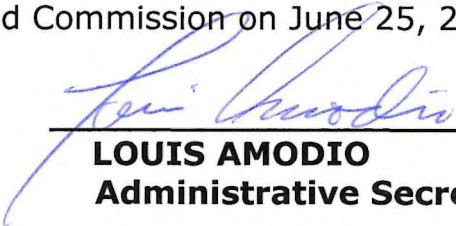


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Executive Director
James Mueller, PE

Commissioners
Rigo Sanchez, President, Passaic
Gerald Friend, Vice President, Clifton
Carmen DePadua, Treasurer, Paterson
Ruby N. Cotton, Secretary, Paterson
Jeffrey Levine, Commissioner, Paterson
Deborah Rizzi, Commissioner, Clifton
Ronald Van Rensalier, Commissioner, Passaic

To: Commissioners

Date: 6/4/25

From: Wendy Simone, Water Superintendent, Lab Manager

Cc: Lisa Bresemann, Purchasing Agent

Re: Sludge Trucks Permit Contract

The prediction of how much sludge PVWC will produce each year can vary for different reasons:

- Drought conditions
- Summer Months – Peak flow
- Flood conditions
- Upset in the treatment system
- Tank 3 is volume is decreasing due to sludge build up

The original 3-year contract was underestimated by \$1,800,000 and a new agreement was issued in Sept 2024 (resolution # 24-106).

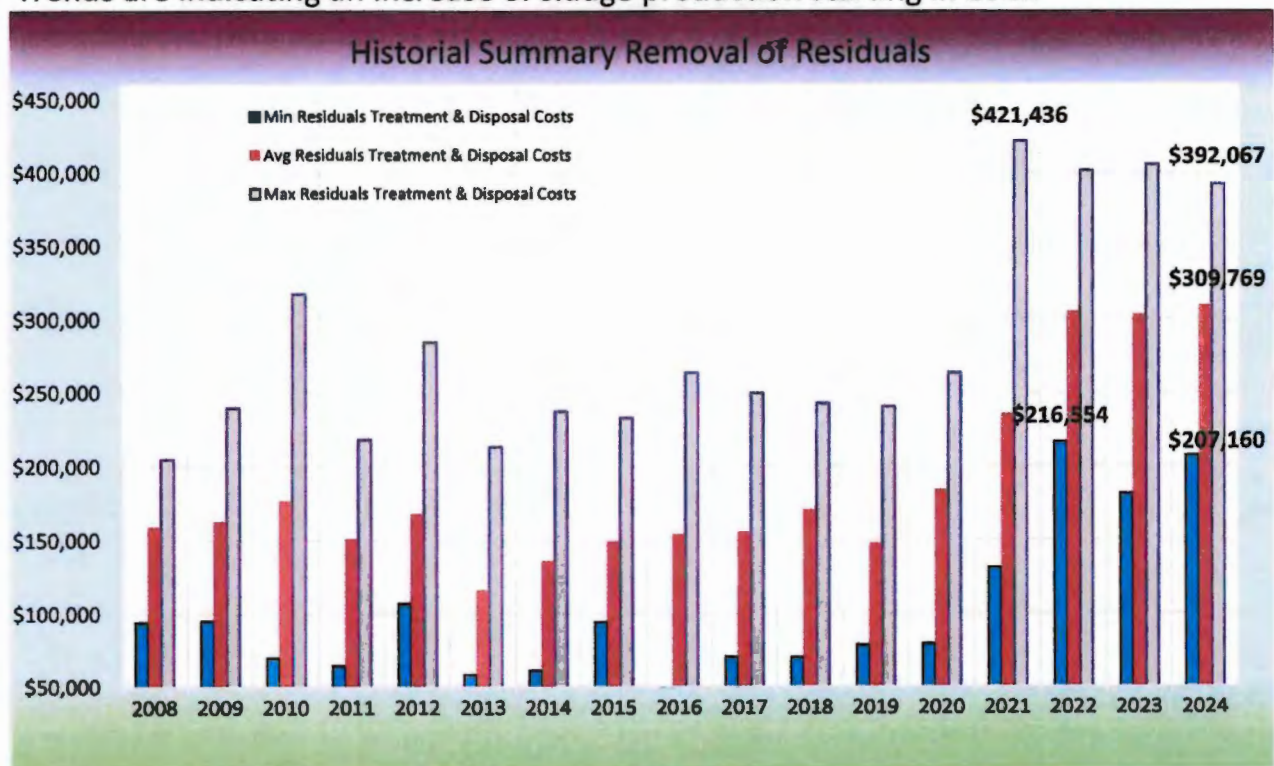
Unfortunately, due to circumstances out of our control such as the drought conditions, weather, issues within the treatment system and summer months (PVWC peak flow) add to the increase of our sludge production which increases the amount of sludge hauled to PVSC. This pushes us beyond what we forecasted for the first change order.

PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011
(973) 340-4300

We have \$486,227.42 remaining on the existing contract, which ends on 10/25/2025, 6 months. I am requesting \$1,200,000. This was calculated using the highest value of \$200,000 (month) to ensure this will give us enough income to meet the contracts deadline of 10/25/25.



Trends are indicating an increase of sludge production starting in 2021



Wendy Simone, Water Superintendent / Lab Manager

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: Shared Service Agreement for
Receiving/Disposing of Liquid Residuals
Passaic Valley Sewerage Commission
Change Order No. 2

Amount of Project or Contract:

Initial Amount: \$3,488,400.00
Change Order No. 1 Increase of \$1,800,000.00
Change Order No. 1 Not to Exceed: \$5,288,400.00
Change Order No. 2 Increase of \$800,000.00
Not to Exceed: \$6,088,400.00

1. Acct: # 001-1002-421-74-02
Residual Mgt/Hauling
2. Specific Appropriation to which expenditures will be charged:
BUDGET - 2025

Other comments: Change Order No. 2 – Increase of \$800,000.00
for a New Not-to-Exceed of \$6,088,400.00.
Agreement Expires November 22, 2025.

Date of Certification: June 25, 2025

Amount Certified: \$6,088,400.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-108

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
THREE (3) 2024 GMC 35000 CARGO VANS UNDER THE
ESCNJ PURCHASING COOPERATIVE #65 MCESCCPS, BID #23/24-11**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

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

WHEREAS, the Commission needs to procure three (3) 2024 GMC TG33405 3500 Cargo Vans to be used by the Distribution Department to equip their meter reading program; and

WHEREAS, the ESCNJ Purchasing Cooperative #65 MCESCCPS, Bid #23/24-11, (the "Co-op") shall be used for the procurement of said vans; 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 vans from Frank's Truck Center in Lyndhurst, New Jersey (the "Awardee") under the "Co-op", in the amount of \$141,594.26, a copy of the quotations for the vans are attached hereto as **Exhibit A**; and

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

WHEREAS, 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 the Cooperative Pricing Agreement for procurement of the above-referenced vans 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 Cooperative Pricing Agreement 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 RENSALIER, R.	—	<u>X</u>	—	—
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President



RUBY N. 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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



ESCNJ PARTICIPANT
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011
Michael Marotta - 973-340-4300 973-768-4655
mmarotta@pvwc.com

ESCNJ VENDOR
Frank's Truck Center
325 Orient Way
Lyndhurst, NJ 07071
(201)939-7708
Guy Montaina
gmontaina@frankstruckcenter.com

NJ State Approved ESCNJ Co-Op #65 MCESCCPS – Cars, Crossovers, Class 1-3 Trucks/Chassis/SUV and Vans
Bid – ESCNJ# 23/24-11

2024 GMC TG33405 - 3500 Cargo Van – 1WT Package 135 Inch Wheelbase

This Vehicle is In-Stock – 1GTZ7GF70R1177154 – Stock #66203

Date of Request – May 28, 2025

Request for Quote Approval Confirmation Number _____

	MSRP
Base Price	\$43,800.00
Destination Charge	\$ 1,895.00
Base Total	\$45,695.00
Discount – 7.5%	\$ 3,427.12
Base Adjusted	\$42,267.88
Options	\$ 5,670.00
Discount – 9.5%	\$ 538.66
Options Adjusted	\$ 5,131.34
Base Adjusted	\$42,267.88
Options Adjusted	\$ 5,131.34
Delivery Passaic County	\$ 180.00
Total Delivered Contract Price	\$47,579.22

This Vehicle is In-Stock – 1GTZ7GF70R1177154 – Stock #66203



ESCNJ PARTICIPANT
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011
Michael Marotta - 973-340-4300 973-768-4655
mmarotta@pvwc.com

ESCNJ VENDOR
Frank's Truck Center
325 Orient Way
Lyndhurst, NJ 07071
(201)939-7708
Guy Montaina
gmontaina@frankstruckcenter.com

NJ State Approved ESCNJ Co-Op #65 MCESCCPS – Cars, Crossovers, Class 1-3 Trucks/Chassis/SUV and Vans
Bid – ESCNJ# 23/24-11

2024 GMC TG33405 - 3500 Cargo Van – 1WT Package 135 Inch Wheelbase

This Vehicle is In-Stock – 1GTZ7GF79R1177217 – Stock #66205

Date of Request – May 28, 2025

Request for Quote Approval Confirmation Number _____

	MSRP
Base Price	\$43,800.00
Destination Charge	\$ 1,895.00
Base Total	\$45,695.00
Discount – 7.5%	\$ 3,427.12
Base Adjusted	\$42,267.88
Options	\$ 5,540.00
Discount – 9.5%	\$ 526.30
Options Adjusted	\$ 5,013.70
Base Adjusted	\$42,267.88
Options Adjusted	\$ 5,013.70
Delivery Passaic County	\$ 180.00
Total Delivered Contract Price	\$47,461.18

This Vehicle is In-Stock – 1GTZ7GF79R1177217 – Stock #66205



ESCNJ PARTICIPANT
Passaic Valley Water Commission
1525 Main Ave.
Clifton, NJ 07011
Michael Marotta - 973-340-4300 973-768-4655
mmarotta@pvwc.com

ESCNJ VENDOR
Frank's Truck Center
325 Orient Way
Lyndhurst, NJ 07071
(201)939-7708
Guy Montaina
gmontaina@frankstruckcenter.com

NJ State Approved ESCNJ Co-Op #65 MCESCCPS – Cars, Crossovers, Class 1-3 Trucks/Chassis/SUV and Vans
Bid – ESCNJ# 23/24-11

2024 GMC TG33405 - 3500 Cargo Van – 1WT Package 135 Inch Wheelbase

This Vehicle is In-Stock – 1GTZ7GF73R1182753 – Stock #66296

Date of Request – May 28, 2025

Request for Quote Approval Confirmation Number _____

	MSRP
Base Price	\$43,800.00
Destination Charge	\$ 1,895.00
Base Total	\$45,695.00
Discount – 7.5%	\$ 3,427.12
Base Adjusted	\$42,267.88
Options	\$ 4,537.00
Discount – 9.5%	\$ 431.02
Options Adjusted	\$ 4,105.98
Base Adjusted	\$42,267.88
Options Adjusted	\$ 4,105.98
Delivery Passaic County	\$ 180.00
Total Delivered Contract Price	\$46,553.86

This Vehicle is In-Stock – 1GTZ7GF73R1182753 – Stock #66296

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: **Frank's Truck Center Under
ESCNJ Purchasing Cooperative, #65MCESCCPS
Bid #23/24-11**

Amount of Project or Contract: \$141,594.26

1. Acct: #- 001-0901-419-95-04 - CAPITAL/VEHICLES
2. Specific Appropriation to which expenditures will be charged:
Capital Budget 2025

Other comments: Single Purchase Under
ESCNJ Purchasing Cooperative, #65MCESCCPS
Three (3) 2024 GMC 2500 Cargo Vans
Price: Van #1: \$46,553.86, Van #2: 47,461.18,
Van #3: \$47,579.22 for a total of \$141,594.26

Date of Certification: June 25, 2025

Certified: \$141,594.26

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-109

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVING CHANGE ORDER NO. 1 FOR PROJECT NO. 25-PE-25
ENTITLED "METER REPLACEMENT PROGRAM: CONSTRUCTION ADMINISTRATION
AND MANAGEMENT SERVICES FOR THE METER REPLACEMENT PROGRAM"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, PVWC awarded Contract No. 25-PE-25 entitled "Meter Replacement Program: Construction Administration and Management Services for the Meter Replacement Program" (the "Project") to Suburban Consulting Engineers, Inc. of Flanders, New Jersey at PVWC's Commission Meeting on May 21, 2025, under Resolution No. 25-089 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$580,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 for overseeing the Contracts 25-B-07 – Paterson Water Meter Replacement Contract and 25-B-08 – Clifton Water Meter Replacement Contract with an additional increase of \$57,705.00 which brings the total adjusted Contract Price up to \$637,705.00. The revised Contract Price matches the information uploaded to the I-Bank for funding (\$356,540.00 for Contract 25-B-07 and \$281,165.00 for Contract 25-B-08); and

WHEREAS, the Chief Engineer has reviewed Suburban's Proposals for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved; 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 to the terms as set forth hereinabove; and
- 2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract Change Order as set forth hereinabove and implement the terms of this Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract Change Order 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
RIGO SANCHEZ

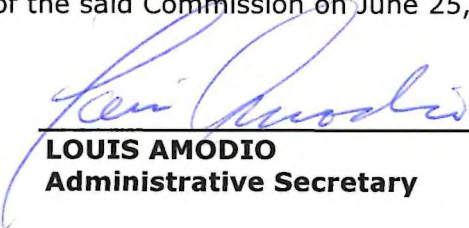


Secretary
RUBY N. COTTON

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 June 25, 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 a 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-25 – Change Order No. 1
“Professional Engineering Services for
Meter Replacement Program: Administration
And Management Services for the Meter
Replacement Program”
Suburban Consulting Engineers, Inc.

Project No. 25-PE-25
Initial Amount: \$580,000.00
Change Order No. 1 Increase of \$57,705.00
New Not to Exceed \$637,705.00

1. Acct: # 001-0901-419-95-15
CAPITAL/Meters
2. Specific Appropriation to which expenditures will be charged:
Capital Budget 2025- 2027

Other comments: Professional Service – Two Years
Change Order No. 1 – Increase of \$57,705.00
for a New Not to Exceed of \$637,705.00

Date of Certification: June 25, 2025

Amount Certified: \$637,705.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 25-110
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING THE CITY OF PATERSON TO SUBMIT AN
APPLICATION TO THE NJDEP HAZARDOUS DISCHARGE
SITE REMEDIATION FUND (HDSRF) ON BEHALF OF PASSAIC VALLEY
WATER COMMISSION AND TO ACCEPT HDSRF GRANT FUNDS, FOR A
PORTION OF MARY ELLEN KRAMER PARK, BLOCK 801, LOT 3
PATERSON, NJ**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, the Passaic Valley Water Commission (PVWC) is the fee owner of the property located at Mary Ellen Kramer Park ("Property"), Block 801 Lot 3 in the City of Paterson("City"); and

WHEREAS, the Property is currently improved with two structures that are in use by the PVWC for water utility functions; and

WHEREAS, the unimproved portions of the Property are currently utilized for recreational use by the public and features the entrance to the Park; and

WHEREAS, the Park is determined to be a brownfield site according to environmental standards set by the New Jersey Department of Environmental Protection (NJDEP), and is included in the NJDEP Brownfield Development Area (BDA) Program within the Paterson Great Falls Tract; and

WHEREAS, the City and the PVWC have entered into an agreement that stipulates the City is able to utilize the unimproved portions of the Property for recreational purposes related to the Park; and

WHEREAS, the requirements of the NJDEP Site Remediation Program regarding brownfields require the PVWC to assign a Licensed Site Remediation Professional (LSRP) on its behalf to oversee environmental remediation of the Park; and

WHEREAS, the PVWC has agreed to utilize the City's environmental consultant, EWMA, to complete the remediation of contaminated materials, including soils from the Property without subrogating the rights and responsibilities of the PVWC as the fee owner of the site; and

WHEREAS, the City has agreed to secure funding for any environmental testing and remediation required at the unimproved portions of Property without subrogating the rights and responsibilities of the PVWC as the fee owner of the site; and

WHEREAS, the NJDEP has grant funds available for municipalities through the Hazardous Discharge Site Remediation Fund (HDSRF) Program for the purpose of funding Remedial Action (RA) environmental activities with the purpose of designating land for recreation and conservation use in perpetuity; and

WHEREAS, the City of Paterson is a qualified municipality to apply for funding on behalf of the PVWC from the HDSRF to perform the RA environmental activities on the subject Property; and

WHEREAS, there exists a contract between the City and EWMA for the preparation of a 75% Matching Recreation and Conservation HDSRF grant application and the execution of work that is prescribed in the grant application and paid for through funding awarded to the City and the PVWC's 25% matching funds; and

WHEREAS, EWMA will prepare, and the City will submit, an application to the NJDEP on behalf of the PVWC, for grant funds available to municipalities through the HDSRF Program for funding the RA environmental activities for the purpose of recreation and conservation of the Property in perpetuity; and

WHEREAS, EWMA will be assigned as the LSRP for Lot 3 of the Park on behalf of the PVWC to conduct oversight of environmental remediation activities in accordance with all applicable State and Federal laws; and

WHEREAS, in accordance with the contract between EWMA and the City, HDSRF grant funding awarded for the administration and testing associated with the RA activities shall be issued in the form of a Purchase Order to EWMA and administered through the City; and

WHEREAS, in accordance with the contract between EWMA and the City, the 25% Match for the HDSRF grant funding awarded for the administration of RA activities for the purpose of recreation and conservation shall be issued in the form of a Purchase Order to EWMA through the City.

WHEREAS, it is recommended that PVWC agrees to reimburse the City of Paterson for our portion of matching funding in the amount of \$9,630.00, as outlined in a copy of a memorandum dated June 23, 2025 from the Engineering Department, which is attached hereto as **EXHIBIT A**; 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**; and

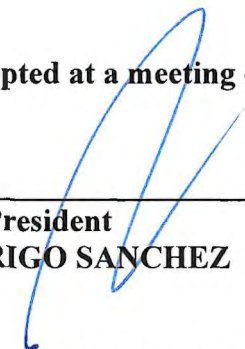
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. The PVWC has agreed to allow the City's environmental consultant, EWMA, to perform services on the unimproved portions of the Property for the purpose of recreation and conservation in perpetuity after the completion of the remediation of this site; and
2. The PVWC has agreed to provide the 25% matching funding and the City will oversee the environmental work at the Property without subrogating the PVWC's rights and responsibilities as the fee owner of the site; and
3. In the event that funding is approved pursuant to a grant issued in favor of the City of Paterson, EWMA shall be authorized and directed to implement remedial actions for the above-described parcel in accordance with a contract to be approved by the City and the NJDEP, but only to the extent that NJDEP grant funds are available for payment for the aforesaid services; and
4. The acceptance of a grant issued in favor of the City of Paterson does not transfer the PVWC's responsibility for long-term monitoring and maintenance of the environmental cap that will be required by state law and NJDEP regulations following issuance of a Remedial Action Permit for the property; and
5. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove; and
6. This resolution shall take effect immediately.

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
RIGO SANCHEZ

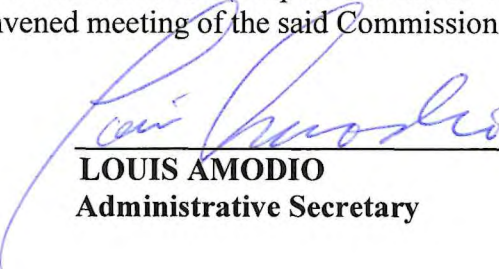


Secretary
RUBY N. COTTON

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: June 23, 2025

To: J. Mueller

From: P. Porcaro

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

Re: Resolution No. 25-110: Authorizing the City of Paterson to Submit an Application to the NJDEP Hazardous Discharge Site Remediation Fund on behalf of PVWC and accept HDSRF Grant Funds – Mary Ellen Kramer Park, Block 801, Lot 3, Paterson

The purpose of this Resolution is to authorize the City to submit an application to the New Jersey Department of Environmental Protection (NJDEP) for grant funds from the Hazardous Discharge Site Remediation Fund (HDSRF), for Mary Ellen Kramer Park, Block 801 Lot 3, in the City of Paterson, on behalf of the fee owner of the site, the Passaic Valley Water Commission, for Remedial Action Services for the purpose of recreation and conservation, and to accept any HDSRF grant funds that are awarded for the property located at Block 801 Lot 3, known as Mary Ellen Kramer Park. It further stipulates that if grant funding is awarded, the City will oversee environmental remediation and testing through its assigned agent and will provide the 25% matching funding for the completion of the environmental work on behalf of the PVWC without subrogating the rights and responsibilities of the PVWC as the fee owner of the site. The acceptance of a grant issued in favor of the City of Paterson does not transfer the PVWC's responsibility for long-term monitoring and maintenance of the environmental cap that will be required by state law and NJDEP regulations following issuance of a Remedial Action Permit for the property.

The budget for funding the Lot 3 Remedial Action work is \$38,520 of which the 25% match requirement by PVWC is \$9,630.

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: Authorization of Agreement for the City of Paterson to Submit an Application to the NJDEP Hazardous Discharge Site Remediation Fund (HDSRF) on Behalf of PVWC and to Accept HDSRF Grant Funds for a Portion of Mary Ellen Kramer Park, Block 801, Lot 3, Paterson, NJ City of Paterson

Amount of Project or Contract: \$9,630.00

1. Acct: # 001-2003-423-70-57
BUDGET/Environmental Compliance
2. Specific Appropriation to which expenditures will be charged:
BUDGET - 2025

Other comments: Authorization of Agreement for the City of Paterson – One Time Payment

Date of Certification: June 25, 2025

Amount Certified: \$9,630.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 25-111
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION FOR PASSAIC VALLEY WATER COMMISSION TO ALLOW
RIGHT OF ENTRY TO PSE&G TO CONDUCT FIELD INVESTIGATION
WORK FOR PROPOSED UPGRADES TO ITS EXISTING ELECTRICAL
FACILITIES**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, Public Service Electric and Gas Company ("PSE&G") is in the process of upgrading its existing electrical facilities ("Facility Upgrades") in order to provide safe and reliable service to the public; and

WHEREAS, plans to conduct the following pre-construction site analysis activities: Property Boundary Survey, Property Appraisal, Phase I Environmental Assessment/Preliminary Assessment, Phase II Environmental Assessment/Site Investigation, Geo-tech Borings (soft digging will be performed utilizing a vacuum extractor), Site Assessment and Wetland Delineation ("the Work"); and

WHEREAS, the proposed Facility Upgrades will require ingress and egress to and from Property to the north of the Little Falls Water Treatment Plant ("LFWTP") adjacent to Riverview Drive in Totowa, Passaic County, New Jersey, owned by Passaic Valley Water Commission ("PVWC") in order to conduct the following pre-construction site analysis activities: Property Boundary Survey, Property Appraisal, Phase I Environmental Assessment/Preliminary Assessment, Phase II Environmental Assessment/Site Investigation, Geo-tech Borings (soft digging will be performed utilizing a vacuum extractor), Site Assessment and Wetland Delineation ("the Work"); and

WHEREAS, PSE&G shall not have authorization to access other areas of PVWC's properties not defined under this agreement, in particular, the LFWTP property; and

WHEREAS, PSE&G requests from PVWC the revocable right of entry upon and across the Property, as shown on the aerial map attached hereto and made a part hereof as **Exhibit A**, for PSE&G, its employees, contractors, subcontractors, agents and assigns, for the purpose of conducting the Work; and

WHEREAS, Right of Entry will commence the week of June 30, 2025, and will terminate upon the completion of the Work and restoration of the Property to the condition it was in prior to the commencement of the Work with Work to be performed intermittently over the course of approximately 6 months; and

WHEREAS, PSE&G will submit a schedule of tests to be performed with approximate durations, on a bi-weekly basis or as the work schedule changes; and

WHEREAS, PSE&G shall provide the PVWC Engineering Department with no less than seventy-two (72) hours notice prior to performing any work activities on Property and shall provide a work schedule with updates as required.

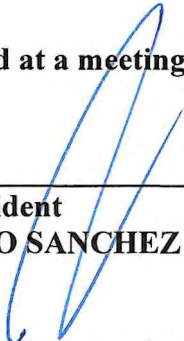
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. PVWC does hereby give, grant, convey and assign unto PSE&G, its employees, contractors, subcontractors, agents and assigns, a revocable right of entry upon and across the Property for the purpose of conducting the Work, subject to the terms and conditions, and providing all required insurance as described in the Right of Entry agreement by PSE&G attached hereto and made a part hereof as **Exhibit A**; and
- 2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove; and
- 3. This resolution shall take effect immediately.

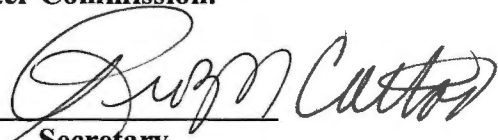
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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
RIGO SANCHEZ

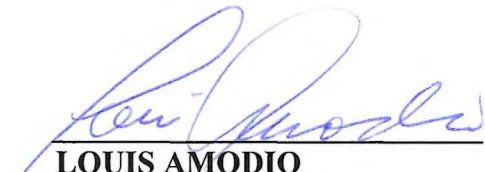


Secretary
RUBY N. COTTON

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Corporate Real Estate
80 Park Plaza, Newark, NJ 07102-4194



June 20, 2025

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

RE: RIGHT OF ENTRY
PASSAIC VALLEY WATER COMMISSION TO PSE&G
800 Union Boulevard, BLOCK 181, LOT 1 and BLOCK 179, LOT 7), Totowa, NJ (the
"Property")

To Whom It May Concern:

Public Service Electric and Gas Company ("PSE&G") is in the process of upgrading its existing electrical facilities ("Facility Upgrades") in order to provide safe and reliable service to the public. The proposed Facility Upgrades will require ingress and egress to and from the Property in order to conduct the following pre-construction site analysis activities: Property Boundary Survey, Property Appraisal, Phase I Environmental Assessment/Preliminary Assessment, Phase II Environmental Assessment/Site Investigation, Geo-tech Borings (soft digging will be performed utilizing a vacuum excavator), Site Assessment and Wetland Delineation (the "Work").

PSE&G respectfully requests from Passaic Valley Water Commission ("Owner") the revocable right of entry upon and across the Property, as shown on the aerial map attached hereto, for PSE&G, its employees, contractors, subcontractors, agents and assigns, for the purpose of conducting the Work.

Owner does hereby give, grant, convey and assign unto PSE&G, its employees, contractors, subcontractors, agents and assigns, a revocable right of entry upon and across the Property for the purpose of conducting the Work, subject to the following terms and conditions:

1. The duration of the Right of Entry will commence the week of June 30, 2025, and will terminate upon the completion of the Work and restoration of the Property to the condition it was in prior to the commencement of the Work. The work will take place intermittently over the course of approximately 6 months. PSE&G will submit a schedule of tests to be performed with approximate durations, on a bi-weekly basis or as the work schedule changes.

2. PSE&G will provide Owner with seventy-two hours (72) advance notice prior to initial Property entry at the start of the Work if you provide a contact number.

3. PSE&G, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for conducting the Work. Owner does further grant and convey unto PSE&G the right, privilege and authority to sign any applications (if applicable) on Owner's behalf as may be needed for approval of the Work. PSE&G

shall provide Owner with copies of any applications filed, and it shall provide Owner with any other information related to such applications, permits or approvals that Owner reasonably requests.

4. It is understood that this Right of Entry will be at PSE&G's sole risk, and PSE&G will indemnify and hold Owner harmless from all losses, claims, liabilities, damages, obligations, payments, costs and expenses, including reasonable attorney's fees, directly caused by or arising out of this Letter Agreement and the entry granted herein. Nothing contained herein shall be deemed to indemnify any party hereto against its own negligence or willful misconduct.

PSE&G shall have no obligation to defend, indemnify and hold harmless Owner from any claims, costs and expenses, including reasonable attorney's fees, arising from or related to any past, present or future environmental conditions on or off the Property not resulting from or related to the Work.

In addition, Owner shall be considered an additional insured on PSE&G's self-insurance program, as shown on the Certificate of Insurance attached hereto.

5. The terms and conditions of this Letter Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

If the above terms and conditions are acceptable, please indicate Owner's acceptance of the same by signing below and returning this Letter Agreement to David.Killion@PSEG.com. Upon receipt, PSE&G may proceed with the Work pursuant to the terms herein.

Should you have any questions regarding the Right of Entry or this Letter Agreement, please feel free to contact David Killion at 201-314-1317.

Very truly yours,

Public Service Electric and Gas Company

By: PSEG Services Corporation, its Agent

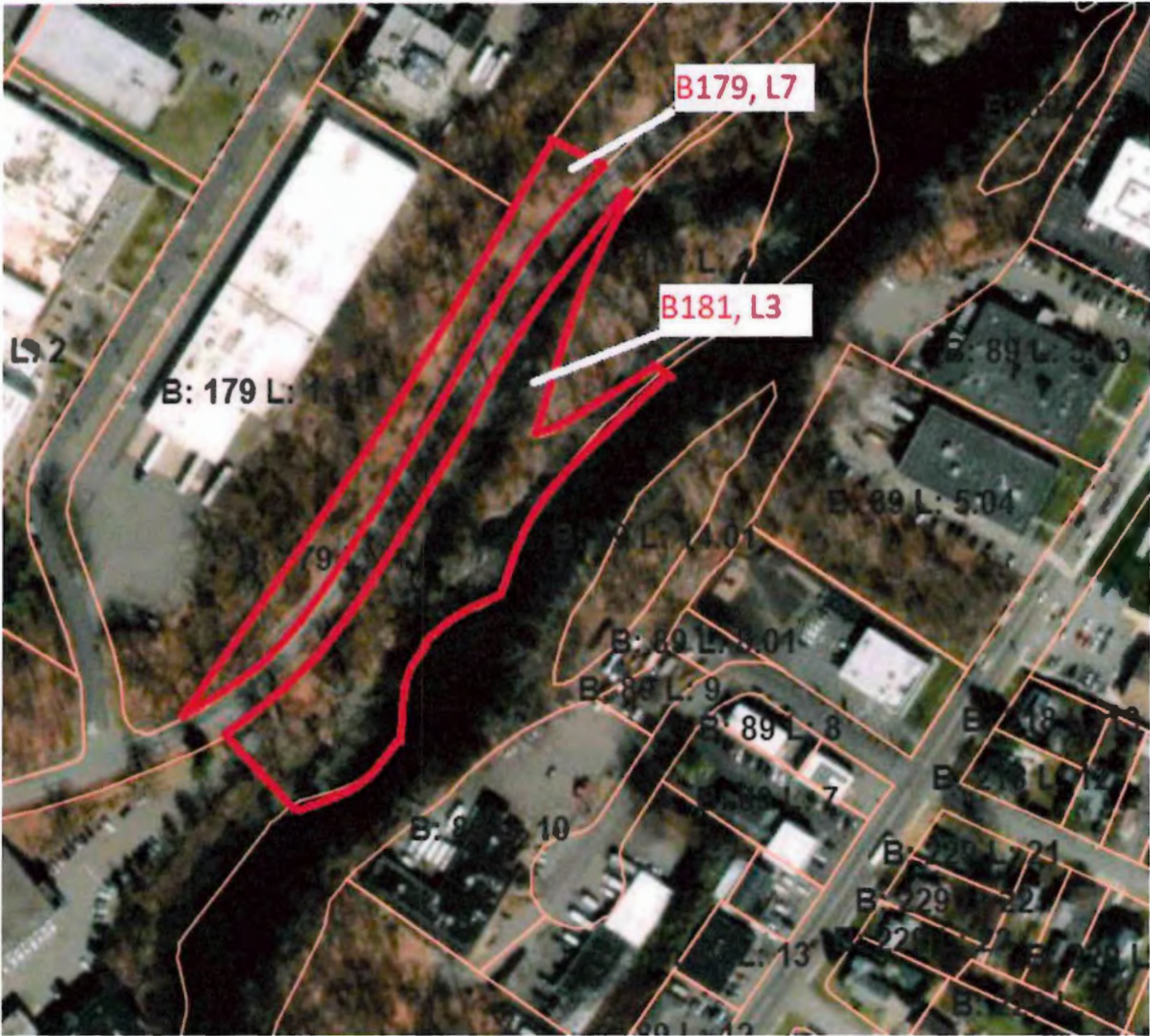
By: _____
Malgorzata Preus
Principal Real Estate Consultant

Acknowledged and Agreed to:

Passaic Valley Water Commission

By: _____
Name:
Title:

Aerial Map



Access is for these portions of Block 181 Lot 3, and Block 179 Lot 7 along Riverview Drive, Totowa, NJ

Nicole Gagliardotto
Manager – Insurance & Risk
80 Park Plaza, T17
Newark, NJ 07102



PSEG

We make things work for you.

CERTIFICATE OF INSURANCE ISSUED TO:
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

**PSEG Services Corporation certifies that the following insurance programs
are in force as respects**

RE:
Right of Entry Letter

TYPE OF INSURANCE	COMPANY	LIMITS OF LIABILITY
GENERAL LIABILITY AUTO LIABILITY/PHYSICAL DAMAGE EXCESS LIABILITY POLLUTION LIABILITY	SELF-INSURED	\$ 10 MILLION
WORKERS COMPENSATION	SELF-INSURED	STATUTORY

The Certificate Holder referenced above is hereby considered an additional insured on the company's self-insurance program.

Nicole Gagliardotto

June 5, 2025

AUTHORIZED SIGNATURE

DATE

RESOLUTION NUMBER: 25-112

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR MEMBER PARTICIPATION IN THE HUNTERDON
COUNTY EDUCATIONAL SERVICES COMMISSION
COOPERATIVE PRICING SYSTEM - HCESC"**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Purchasing Alliance # CK04 – a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on June 25, 2025, the governing body of the Passaic Valley Water Commission, County of Passaic, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services; and

WHEREAS, the Cooperative Pricing System Agreement is attached hereto as **Exhibit A**.

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

1. This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the PVWC.
2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
3. The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey; and
4. This resolution shall take effect immediately upon passage.

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.



RIGO SANCHEZ
President

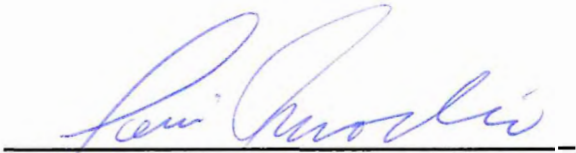


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Hunterdon County Educational Services Commission

37 Hoffmans Crossing Road

Califon, New Jersey 07830

Phone: 908-439-4280 Fax: 908-975-3753

Corinne Steinmetz/ Superintendent x4500

Heidi Gara, SBA/Board Secretary x4501

COOPERATIVE PRICING AGREEMENT

This agreement made and entered into this _____ day of _____, 20____, by and between the Board of Directors of Hunterdon County Educational Services Commission, referred to as the "Lead Agency" and various governing boards, authorities, commissions and other governmental contracting units within the State of New Jersey.

WITNESSETH

WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System with boards of education, municipalities, and other types of public bodies located within the State of New Jersey, utilizing the Lead Agency's administrative purchasing services and facilities in order to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, the Cooperative Pricing System is authorized by N.J.S.A. 40A: 11-11 and has been approved by the Division of Local Government Services in the Department of Community Affairs pursuant to N.J.A.C. 5:34-7.1 et seq., and

WHEREAS, all the parties hereto shall approve this Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and

NOW, THEREFORE, it is mutually agreed as follows:

- 1) The work, materials or supplies to be priced cooperatively may include fuels, office supplies, paper products, instructional materials and equipment, vehicles, modulars and such other items and services as two or more participating contracting units in the system agree can be purchased on a cooperative basis.*

- 2) *Upon approval of the Cooperative Pricing System and during each January thereafter, the Lead Agency shall publish a legal ad in such format as required by the State Division of Local Government Services in a newspaper normally used for such purpose by it, to include such information required by N.J.A.C. 5:34-7.9. as may be amended from time to time, including:*
 - a. *The name of the participating contracting unit, and*
 - b. *The name of the Lead Agency soliciting competitive bids or informal quotations, and*
 - c. *The address and telephone number of Lead Agency, and*
 - d. *The State Identification Code for the Cooperative Pricing System, and*
 - e. *The expiration date of the Cooperative Pricing Agreement.*
- 3) *Each of the participating contracting units shall indicate, in writing to the Lead Agency, the items to be purchased by the contracting unit, the approximate quantities desired, the location for delivery and other such requirements necessary for the Lead Agency to prepare specifications as provided by law. Although the Lead Agency endeavors to serve the needs of all registered members of the Cooperative Pricing System, the Lead Agency may not be able to prepare specifications and/or solicit bids for all projects and makes no such guarantee.*
- 4) *The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.*
- 5) *A single advertisement for bids/proposals or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be presented by the Lead Agency on behalf of all registered members desiring to purchase any item in the Cooperative Pricing System. All advertisements and solicitations shall be made in compliance with the Public School Contracts Law.*
- 6) *The Lead Agency shall receive bids or quotations on behalf of all participating contracting units. The Lead Agency shall review said bids and, on behalf of all registered members, either reject all bids or award a contract in compliance with the Public School Contract Law and the specifications. This award shall result in the Lead Agency entering into a master contract with the successful bidder(s) providing for two categories of purchases:*
 - a. *The quantities ordered for the Lead Agency's own needs, and*
 - b. *The estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to the*

specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) when required by law and, only after the Lead Agency has certified the funds available only for its own needs.

Each registered member shall: (1) certify that it has the funds available necessary for its own order(s) from the Cooperative Pricing System; (2) enter into a formal written contract directly with the successful bidder(s) when required by law and the project specifications; (3) issue purchase orders in its own name directly to the successful bidder(s) against said contract; (4) accept its own deliveries; (5) be invoiced by and receive statements from the successful bidder(s) and (6) be responsible for any tax liability. No registered member shall be responsible for payment for any items ordered or for performance generally, by or to any other registered member. Each registered member shall accordingly be liable only for its own performance and for items ordered and received by it.

The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the registered members.

- 7) The Lead Agency reserves the right to exclude any item or commodity from within said system if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable as to the Lead Agency or the registered members..*
- 8) The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement. It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder(s) with the exception of HCESC in-house order preparation (4%) and fuel participation. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.*
- 9) This agreement shall become effective upon approval of the Director of the Division of Local Government Services and shall continue in effect for a period of five (5) years pursuant to N.J.A.C. 5:34-7.5(f), or until a party to this Agreement shall give written notice of its intention to terminate its participation in the Cooperative Pricing System..*
- 10) All records or documents maintained or utilized pursuant to terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services and such other numbers*

as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

- 11) *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*
- 12) *This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed.

GOVERNING BOARD / BOARD OF EDUCATION

DISTRICT/MUNICIPALITY: _____

ATTEST: _____ **BY:** _____

Secretary to the Board *Board President*

DATE: _____

**LEAD AGENCY
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION**

ATTEST: _____ **BY:** _____

Secretary to the Board *Board President*

DATE: _____

RESOLUTION # 25-113

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE THE PROCUREMENT OF SERVICES FROM
ADVANCED UTILITY SYSTEMS TO PERFORM TASKS NECESSARY FOR
CIS TO GIS INTEGRATION**

DATE OF ADOPTION: JUNE 25, 2025

Introduced by Commissioner: **CARMEN DE PADUA**

Seconded by Commissioner: **DEBRA RIZZI**

WHEREAS, the Passaic Valley Water Commission, ("PVWC") uses CIS Infinity by Advanced Utility Systems ("AUS") to maintain PVWC's Customer Information System ("CIS"); and

WHEREAS, seeks to use AUS to integrate CIS Infinity with GIS to enhance spatial visualization and utility management; and

WHEREAS, procurement of additional services is desirous to enable seamless spatial data visualization, data synchronization, and enhanced user interactivity between both systems; and

WHEREAS, Quotation AT97871 was obtained from AUS to complete the CIS to GIS Integration work, where cost of performing services will not exceed \$43,525.00; a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, it is recommended that costs related to these additional services be approved and a copy of the memorandum dated June 18, 2025 recommending approval of the said scope of services is attached hereto and made a part hereof as **Exhibit B**; 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'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**; 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 Finance Department;


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

- 1. That the procurement of these necessary services for the integration of CIS and GIS 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 RENSALIER, R.	<u>X</u>	___	___	___
SANCHEZ, R.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President

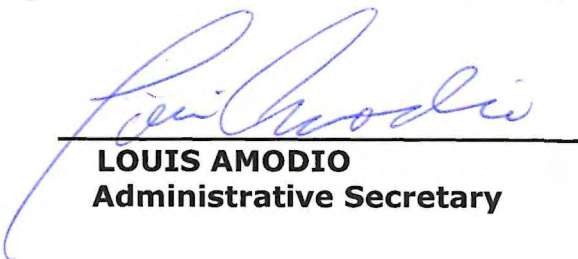


RUBY N. COTTON
Secretary

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 June 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Client	Passaic Valley Water Commission	Client Contact	Stacey Aukamp
Quote Effective Date	June 18th,2025	Prepared By	Tanuja Kancherla
Reference Number	AT97871	Client PO	
Description	Statement of Work (SOW): CIS to GIS Integration		

Client Request

Passaic Valley Water Commission (PVWC) is requesting the integration of their ESRI ArcGIS-based GIS system with CIS Infinity to enable seamless spatial data visualization, data synchronization (CIS to GIS), and enhanced user interactivity between both systems.

Proposed Solution

The services to be provided under this SOW are as follows:

1. AccountView GIS Tab Setup in CIS Infinity
- Consume ArcGIS RESTful web services provided by PVWC to display geospatial data within CIS Infinity.
 - Embed interactive spatial visualizations into the AccountView in CIS Infinity.
 - Enable the GIS Layers panel and user interaction tools (e.g., select, pan, zoom).
2. CIS-to-GIS Integration via REST Services
- Develop a new FormulaProc to transmit account/location data from CIS to GIS, supporting both:
 - Initial Data Synchronization, and
 - Ongoing Updates based on system events.
 - Implement interface table processing to allow manual or scheduled triggers for the initial sync.
 - Create event handlers to automatically create or update GIS records in alignment with CIS business workflows, including:
 - BIF003 – Creation of new location points in GIS.
 - BIF005 – Updates to existing location points for events like meter installations, removals, or changes.
 - BIF001 & BIF002 – Updates to location points triggered by customer or account updates (handled separately).

Assumptions

- The following assumptions are made to complete the necessary details within this SOW:
- Any Services not explicitly mentioned in the ‘Proposed Solution’ section, and any additional requirements will result in a change order.
 - PVWC will provide accessible API endpoints for GIS services.
 - PVWC will provide all GIS server access, data layers, and API documentation as required.
 - PVWC will ensure their network and systems meet technical requirements for integration (ArcGIS Server 10.7+, HTTPS availability, etc.).

- **GIS Server Specifications**
ArcGIS Server 10.7 or later.
 - **Security Requirements:**
HTTPS availability with TLS 1.2
 - **Certificate requirements:**
Valid/unexpired SSL certificates.
 - **Authentication methods:**
API key authentication for CIS user
 - **API Specifications:**
RESTful API endpoints access to read and Write.
GIS API should not limit to a specific amount of calls.
 - **Connectivity:**
Specific ports to open (typically 443 for HTTPS)
- Map data provided meets legal and functional requirements.
 - No security restrictions will be placed on GIS layers consumed by CIS
 - In the event additional hours are required to effectively complete this SOW, a request will be made for the amount of hours needed
 - If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Passaic Valley will be responsible for all costs associated with reconfiguring the system

Cost

The cost of successfully completing this SOW is \$39,525.00 USD plus an additional \$4,000.00USD to cover any out-of-scope changes that may arise.

Payment Terms

This SOW will be invoiced by the following milestones:

Milestone Payment (MP)	Amount
MP1: Upon signing this SOW	\$15,810
MP2: Upon delivery of the changes on one Test application	\$15,810
MP3: Upon delivery of the changes on one Production environment	\$7,905
MP4: Used for any Out of scope change	\$4,000
Total	\$43,525

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or there are new requests, additional hours will be required
- Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced

- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Passaic and are not in scope.
- Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
- This task covers the development and configuration of CIS Infinity interfaces to existing Passaic Valley systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Passaic Valley CIS needs. All development work completed by Advanced will be communicated, in advance, to Passaic Valley's Project Manager so that Passaic Valley's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Passaic Valley and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$70 per weekday and \$125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:

1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
2. Advanced Manager (Client Services Team Lead)
3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Limitation of Liability

THE LIABILITY OF ADVANCED (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY INDEMNITY OBLIGATION) FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CITY TO ADVANCED PURSUANT TO THIS SOW.

IN ADDITION TO THE FOREGOING, ADVANCED SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF ADVANCED HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Notes

- This quote is valid for 30 calendar days from the date of issue and supersedes any previous offers related to services outlined

Governing agreement

- Except as expressly set forth herein, this SOW is pursuant to the terms and conditions of the "Managed Services Agreement", mutually executed between the parties on January 16th, 2019 as amended.

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Advanced Utility Systems Quote AT97871

Authorized by Passaic Valley Water Commission:		Authorized by Advanced Utility Systems	
Name		Name	
Title		Title	
Signature	Date	Signature	Date

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: June 18, 2025

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, L. Bresemann

Re: Resolution No. 25-113: Resolution to Approve the Procurement of Services from Advanced Utility Systems to Perform Tasks Necessary for CIS to GIS Integration

PVWC has implemented its Customer Information System (CIS) through Advanced Utility Systems (AUS) and seeks to integrate CIS Infinity with GIS to enhance spatial visualization and utility management. The integration will leverage embedded GIS functionality in CIS Infinity, enabling users to view ArcGIS web maps within the AccountView screen and access both GIS layers and CIS account data. Users will be able to select multiple accounts on the map to initiate actions such as generating letters, tasks, service orders, and dialing lists. Utilizing GIS REST APIs, the integration will support bidirectional synchronization, automatically posting new accounts or locations from CIS to GIS with all required PVWC fields, ensuring up-to-date spatial data for improved operations and decision-making.

The total cost for this work will not exceed \$43,525.00 per the quotation that was received by AUS. Funding has been set aside and is available under the Engineering Department's 2025 Operating Budget under the "Maintenance and Licensing Agreements" category and the project will take about 6 months to be completed.

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

Description of Project or Contract: **Procurement of Services to Perform Necessary Tasks for CIS-GIS Integration
Advanced Utility Systems**

Amount of Project or Contract: \$43,525.00

1. Acct: #- 001-0901-419-95-34
CAPITAL – Digital Mapping - GIS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025 - 2026

Other comments:

Date of Certification: June 25, 2025

Certified: \$43,525.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb