



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-EXE-9

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: SEPTEMBER 25, 2025

Factual Contents certified to by Louis Amodio, Administrative Secretary. Approved as to Form and Legality on basis of facts set forth by Yaacov Brisman, General Counsel. Entering Executive Closed Session in accordance with Open Public Meetings Act, R.S. 10:4-6 et seq. Pursuant to the Open Public Meetings Act,

COMMISSIONER GERALD FRIEND offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER: RUBY N. COTTON Time: 11:02 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY N. COTTON

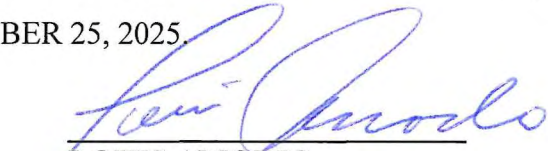
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of SEPTEMBER 25, 2025.


LOUIS AMODIO
Administrative Secretary

**RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
RESOLUTION NO. 25-122**

**RESOLUTION APPROVING AGREEMENT WITH PRIMO BRANDS, INC.
FOR BOTTLED WATER IN EMERGENCIES**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, during emergencies that affect drinking water, PVWC has, in certain circumstances, voluntarily provided bottled water to customers; and

WHEREAS, PVWC is desirous of contracting with a bottled water provider to ensure the consistent supply of bottled water during emergencies; and

WHEREAS, PVWC has identified a supplier of bottled water whose price is substantially lower than PVWC has previously paid to procure bottled water during emergencies; and

WHEREAS, the value of the contract is anticipated to be below the bidding threshold.

NOW THEREFORE, BE IT RESOLVED by PVWC in the County of Passaic, New Jersey:

- 1) PVWC shall enter into a Memorandum of Understanding ("MOU") with Primo Brands, Inc., a copy of which is attached hereto as **Exhibit A**.
- 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.

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> </u>	<u> </u>	<u> </u>	<u>X</u>
FRIEND, G.	<u> </u>	<u>X</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> </u>	<u> </u>	<u> </u>	<u>X</u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

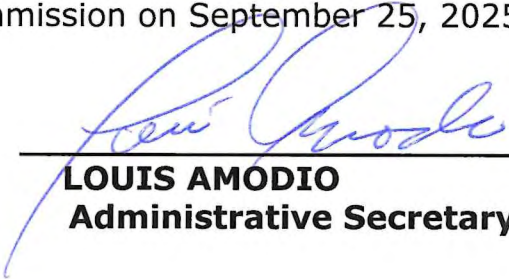


RUBY N. COTTON
Secretary

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LOUIS AMODIO
Administrative Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between

Passaic Valley Water Utility

and

Primo Brands, Brands, Inc.

This Memorandum of Understanding ("MOU") is between Passaic Valley Water Utility, hereinafter called "Passaic Valley Water Utility", and Primo Brands, Brands, Inc., hereinafter called "Primo Brands,."

I. PURPOSE AND SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that Passaic Valley Water Utility, requests assistance for bottled water from Primo Brands.

Primo Brands, may act as a source in the event of disasters which require delivered bottled water to Passaic Valley Water Utility, and will use all reasonable endeavors to satisfy the request of Passaic Valley Water Utility, for delivered bottled water should transportation routes be accessible and should it have the resources available to do so at the time of the request without adversely affecting Primo Brands,' ability to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers.

While every emergency / disaster situation is different, the parties understand that Primo Brands, generally would prioritize needs, and prepare to seek to support and deliver, along the following lines:

FEMA / State EMAs

Red Cross / AmeriCares / other charitable organizations

Local hospitals

Other customers and consumers who rely on our business

II. BACKGROUND

Definition of Disaster – Primo Brands, and Passaic Valley Water Utility, Cove agree to define "disaster" to mean the occurrence or imminent threat of widespread or severe damage,

injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, extreme public health emergency, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

III. RESPONSIBILITIES UNDER THIS MOU

Passaic Valley Water Utility, shall notify Primo Brands, as soon as possible if delivered bottled water is needed and relates to emergencies resulting from a disaster.

We recommend keeping at least a 24-hour supply on hand at all times. This will serve as an additional precaution, and will allow for Passaic Valley Water Utility, to begin immediate water distribution in the event of an emergency.

IV. PRIMO BRANDS, RESPONSIBILITIES UNDER THIS MOU

Primo Brands, shall undertake the following activities.

Primo Brands, may act as a source for delivered bottled water for disaster-related services so long as doing so will not adversely affect the ability of Primo Brands, to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers. It will use all reasonable endeavors to satisfy the request of Passaic Valley Water Utility, for delivered bottled water should it have the resources available to do so at the time of the request in accordance with the previous sentence.

The parties are responsible for designating one or more points of contact. As of the date this MOU is signed, the points of contact for Primo Brands, are:

Primary: Sales Manager
Name: Ed Basso
Contact Info: 1-203-515-0382
Email: Edward.basso@Primo Brands,.com

If the primary point of contact for Primo Brands, is unavailable, secondary contact is:

Title: Customer Service Center
Name:
Contact Info: 1-800-274-5282
Email: routesalessupport@Primo Brands,.com

The points of contact for Passaic Valley Water Utility, are:

Primary: Mike Marotta
Name: Mike Marotta (Passaic Valley Water Utility)
Contact Info: Mike Marotta- (973)-763-4655
Email: mmarotta@PVWC.com

If the primary point of contact for Passaic Valley Water Utility, is unavailable, secondary contacts are:

Title:
Name:
Contact Info:
Email:

Title:
Name:
Contact Info:
Email:

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by Primo Brands, will be performed in a manner that is in the best interest of Passaic Valley Water Utility, and Primo Brands,, with each party understanding that Primo Brands, will assist Passaic Valley Water Utility, during a disaster as stated in Section I above.

VI. FUNDING

Passaic Valley Water Utility, agrees to pay for delivery of bottled water for response services. This commodity must be billed at Primo Brands,' previous day's Time and/or Materials (T&M) customer rates as determined by Primo Brands,. As it has in the past, Primo Brands, may donate delivered bottled water in the event of a disaster.

VII. LIABILITY

Primo Brands, shall not be liable to Passaic Valley Water Utility, or any third party for any damages resulting from the inability of Primo Brands, to satisfy the request of Passaic Valley Water Utility, for delivered bottled water.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the authorized signatures of Passaic Valley Water Utility, and Primo Brands, and shall cover a term of 12 months unless modified in writing by mutual

consent of both parties or terminated by either party upon a 30-day advance written notice to the other.

Passaic Valley Water Utility, and Primo Brands, indicate agreement with this MOU by their signatures.

Passaic Valley Water Utility

Primo Brands, Brands, Inc.

By: _____

By: Ed Basso

Name: _____

Name: Ed Basso

Title: _____

Title: Sales Manager

Effective Date: 09/25/2025

Expiration Date: 09/30/2026

Primo Brands, Inc.
Water Service Proposal

September 4th 2025

Product	PRICE
16.9oz. Poland Spring, Case Of 24 Bottles	5.79
16.9oz. Pure Life, Case Of 24 Bottles	5.29
1-Gallon Poland Spring, Case Of Six	12.85
Delivery Fee, Per Location	13.99
NJ State Tax (With Tax Exempt Certificate)	0.00

RESOLUTION NO. 25-123

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 25-B-04 ENTITLED

**"LITTLE FALLS WATER TREATMENT PLANT
FILTER BUILDING REHABILITATION"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD BFRIEND**

WHEREAS, on August 21, 2025, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-04 entitled "Little Falls Water Treatment Plant Filter Building Rehabilitation"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Coppola Services, Inc. of Ringwood, New Jersey (the "Awardee") with respect to said bid, in the amount of \$7,984,000.00 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 Response, as set forth hereinabove; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> X </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> </u>	<u> </u>	<u> </u>	<u> X </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

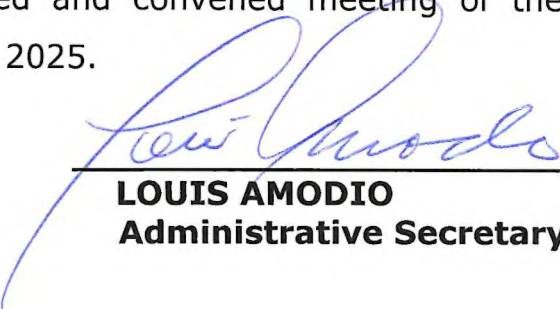


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: LFWTP Filter Building Rehabilitation
 Contract # 25-B-04
 Bid Tabulation Evaluation
 Bid Opening Date: August 21, 2025 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Coppola Services, Inc. 28 Executive Parkway Ringwood, NJ 07456	<input type="checkbox"/> Certified Check	\$7,984,000.00	<input checked="" type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> PVWC Consent of Surety
	<input checked="" type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Not to Exceed \$20K		<input checked="" type="checkbox"/> Public Works Cont. Cert.
J. Fletcher Creamer & Son, Inc. 101 E. Broadway Hackensack, NJ 07601	<input type="checkbox"/> Certified Check	\$8,819,000.00	<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input checked="" type="checkbox"/> Bid Bond 10%		<input checked="" type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Certified Check		<input checked="" type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Cashier's Check		<input checked="" type="checkbox"/> EEO
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Not to Exceed \$20K		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> EEO
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Certified Check		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Other Consent of Surety
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> Public Works Cont. Cert.
	<input type="checkbox"/> Not to Exceed \$20K		<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"/> Certified Check		<input type="checkbox"/> EEO
	<input type="checkbox"/> Cashier's Check		<input type="checkbox"/> Business Registration Cert.
	<input type="checkbox"/> Bid Bond 10%		<input type="checkbox"/> PVWC Consent of Surety
	<input type="checkbox"/> Not to Exceed 20K		<input type="checkbox"/> Other Consent of Surety

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 25-B-04
 “Little Falls Water Treatment Plant Filter
 Building Rehabilitation”
 Coppola Services Inc.

Amount of Project or Contract:

Contract 25-B-04 - \$7,984,000.00

- 1. Acct: # 001-0901-419-95-35
 CAPITAL/TREATMENT PROCESS IMPROVEMENT

- 2. Specific Appropriation to which expenditures will be charged:
 CAPITAL – 2025 - 2027

Other comments: Two Year Duration

Date of Certification: September 25, 2025 Amount Certified: \$7,984,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-124

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
(26LJJFA29) WITH USGS**

DATE OF ADOPTION: SEPTEMBER 25. 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey (USGS”) has submitted correspondence dated September 18, 2025 with referenced attachments (the “Correspondence”), along with a Shared Services Agreement (the “Agreement”) with the Passaic Valley Water Commission (“PVWC”) for the USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2026, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as **Exhibit A**; and

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

WHEREAS, monitoring and data collection for the water quality parameters set forth in the Correspondence and Agreement will assist PVWC in identifying and appropriately reacting to upstream changes in

water quality, which, in turn, helps enhance the robustness of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs; and

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in the amount not to exceed \$49,480.00; and

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

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

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

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; 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. The PVWC hereby authorizes and awards the Shared Services Agreement (26LJJFA29) with USGS for the period continuing through September 30, 2026; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$49,480.00 as set forth hereinabove; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

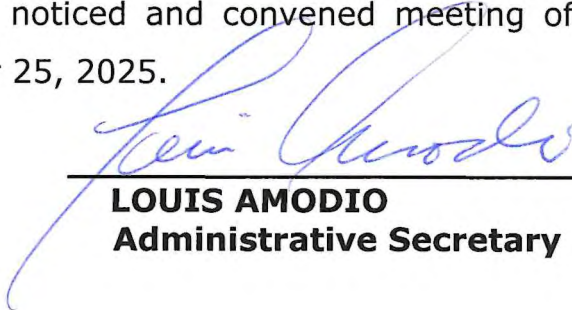


RUBY N. COTTON
Secretary

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LOUIS AMODIO
Administrative Secretary

EXHIBIT A



United States Department of the Interior

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

September 18, 2025

Ms. Wendy Simone
Water Superintendent
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512

Dear Ms. Simone:

Enclosed is our standard joint-funding agreement 26LJJFA29 between the U.S. Geological Survey New Jersey Water Science Center and Passaic Valley Water Commission for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$49,480 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$55,280. Please sign and return one fully-executed original to Nancy Gibbs at ngibbs@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement. If, for any reason, the agreement cannot be signed and returned, please contact Jason Shvanda at (609) 273-0316 or email jshvanda@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 947-1141 or ngibbs@usgs.gov.

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

Sincerely,

Timothy Oden

Timothy Oden
Director, New Jersey Water Science Center

Enclosure
26LJJFA29

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

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

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

- (a) \$5,800 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$49,480 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 6000000103
Agreement #: 26LJFA29
Project #:
GC26LJ000010000/0030100
TIN #: 22-6002470

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

USGS Technical Point of Contact

Name: Jason Shvanda
Supv. Hydrologist, SW
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 273-0316
Fax: (609) 771-3915
Email: jshvanda@usgs.gov

Customer Technical Point of Contact

Name: Wendy Simone
Water Superintendent
Address: 800 Union Blvd.
Totowa, NJ 07512
Telephone: (973) 340-4306
Fax: (n/a)
Email: wsimone@pvwc.com

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 947-1141
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Lisa Bresemann
Address: 1525 Main Ave PO Box 230
Clifton, NJ 07011
Telephone: (973) 340-4315
Fax: (n/a)
Email: Lbresemann@pvwc.com

U.S. Geological Survey
United States
Department of Interior

Passaic Valley Water Commission

Signature

By **TIMOTHY ODEN**
Digitally signed by TIMOTHY ODEN
Date: 2025.09.18 09:12:03 -04'00'
Name: Timothy Oden
Title: Director, New Jersey Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2026 WORKPLAN

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

Operation and Maintenance

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

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

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389500	Passaic River at Little Falls NJ *DCP funded by Passaic Flood Warning System (USACE-NY)	\$16,400	\$5,800	\$10,600
Total		\$16,400	\$5,800	\$10,600

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

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389492	Passaic River above Beatties Dam, at Little Falls NJ (w/ 2 discharge measurements/year to monitor min passing flow *DCP funded by NJDEP)	\$7,420	\$0	\$7,420
Total		\$7,420	\$0	\$7,420

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

Station Number	Station Name	Total Cost	USGS Match	PVWC
405307074090201	Tap Water at Main Avenue at Clifton NJ *Data only available to cooperator, not to general public	\$31,460	\$0	\$31,460
Total		\$31,460	\$0	\$31,460

PROJECT TOTAL	\$ 55,280
Funding Breakdown:	
USGS Matching Funds	\$ 5,800
PVWC	\$ 49,480

PROJECT EXPENSES	
Labor	\$21,305
Supplies, Equipment, Travel, Other	\$1,390
Lab (NWQL)	\$0
Instrumentation (HIF)	\$10,065
Total Direct Cost	\$32,760
Total Indirect Cost (Overhead)	\$22,520
TOTAL	\$55,280

Data Availability

USGS Water Data for the Nation (WDFN)—Data are analyzed, quality-assured and approved for publication to the USGS Water Data for the Nation at <https://waterdata.usgs.gov/nj/nwis/current/>. Water Data for the Nation displays data in a discoverable, accessible, and usable format for everyone. A USGS Water Data for the Nation Newsletter is a quarterly email that provides updates about public water data delivery and modernization from USGS Water Data for the Nation. Subscribe to this newsletter at <https://www.usgs.gov/mission-areas/water-resources/usgs-water-data-nation-newsletter>. Data are also available on the New Jersey Water Science Center's website at <http://nj.usgs.gov>.

USGS National Water Dashboard (NWD)—A mobile tool provides easily accessible, real-time information that can help minimize the loss of life and property by providing advance flood warning to communities. The USGS National Water Dashboard, or NWD, is a cutting-edge interactive map that brings together real-time water, weather and National Weather Service flood forecast information at your fingertips on a desktop, smartphone or other mobile device. Information from the NWD can help your agency stay informed for forecasting, response and recovery efforts. The tool can be used by forecasters and local emergency managers as they issue flood and evacuation warnings, verify safe evacuation routes and coordinate emergency response efforts. During a drought, the tool can help state resource managers identify areas where water supplies are at risk. To use the service, go to <https://dashboard.waterdata.usgs.gov/app/nwd/?aoi=state-nj>.

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

USGS Hydrologic Imagery Visualization and Information System (HIVIS)—Web cameras are being installed at streamgages across New Jersey as part of standard equipment upgrades, where feasible. The images can be seen on our USGS Hydrologic Imagery Visualization and Information System (HIVIS) Dashboard at <https://apps.usgs.gov/hivis/?state=NJ> in addition to on the WDFN individual site Monitoring Location pages.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: **US Geological Survey**
 Agreement No. 26LJJFA29 with USGS
 October 1, 2025 – September 30, 2026

Amount of Project or Contract: \$49,480.00

1. Acct: # 001-3501-425-72-21 Contractor – Lab Service

Specific Appropriation to which expenditures will be charged: Budget 2025/2026

Other comments:

Date of Certification: September 18, 2025

Certified: \$49,480.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-125

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
(26LJJFA30) WITH USGS**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, the United States Department of the Interior, U.S. Geological Survey (USGS") has submitted correspondence dated September 18, 2025, with referenced attachments (the "Correspondence"), along with a Shared Services Agreement (the "Agreement") with the Passaic Valley Water Commission ("PVWC") for the USGS to continue water resources investigations for the various parameters set forth in the Correspondence, for the period continuing through September 30, 2026, and PVWC wishes to continue said cooperative effort with the USGS; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as **Exhibit A**; and

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

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

WHEREAS, PVWC's total financial contribution for USGS to perform the tasks outlined in the Agreement for the above-referenced duration of the Agreement shall be in the amount not to exceed \$50,455.00; and

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

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

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

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

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; 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. The PVWC hereby authorizes and awards the Shared Services Agreement (26LJJFA30) with USGS for the period continuing through September 30, 2026; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$50,455.00 as set forth hereinabove; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

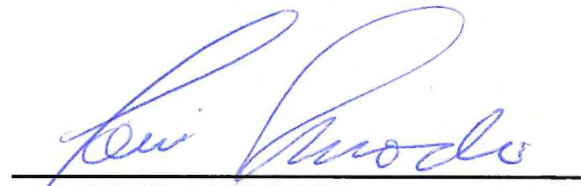


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



United States Department of the Interior

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

September 18, 2025

Ms. Wendy Simone
Water Superintendent
Passaic Valley Water Commission
800 Union Blvd.
Totowa, NJ 07512

Dear Ms. Simone:

Enclosed is our standard joint-funding agreement 26LJJFA30 between the U.S. Geological Survey New Jersey Water Science Center and Passaic Valley Water Commission for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of \$50,455 from your agency. U.S. Geological Survey contributions for this agreement are \$5,800 for a combined total of \$56,255. Please sign and return one fully-executed original to Nancy Gibbs at ngibbs@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement. If, for any reason, the agreement cannot be signed and returned, please contact Jonathan Kennen at (609) 273-7771 or email jgkennan@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nancy Gibbs at phone number (609) 947-1141 or ngibbs@usgs.gov.

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

Sincerely,

Timothy Oden
Director, New Jersey Water Science Center

Enclosure
26LJJFA30

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

Customer #: 6000000103
Agreement #: 26LJFA30
Project #: GC26LJ000030100
TIN #: 22-6002470

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Passaic Valley Water Commission party of the second part.

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

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

- (a) \$5,800 by the party of the first part during the period
October 1, 2025 to September 30, 2026
- (b) \$50,455 by the party of the second part during the period
October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

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

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

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

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

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

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

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

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

Customer #: 6000000103
Agreement #: 26LJFA30
Project #: GC26LJ000030100
TIN #: 22-6002470

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

USGS Technical Point of Contact		Customer Technical Point of Contact	
Name:	Jonathan Kennen Supervisory Biologist	Name:	Wendy Simone Water Superintendent
Address:	3450 Princeton Pike Suite 110 Lawrenceville, NJ 08648	Address:	800 Union Blvd. Totowa, NJ 07512
Telephone:	(609) 273-7771	Telephone:	(973) 340-4306
Fax:	N/A	Fax:	(n/a)
Email:	jgkennen@usgs.gov	Email:	wsimone@pvwc.com

USGS Billing Point of Contact		Customer Billing Point of Contact	
Name:	Nancy Gibbs Administrative Officer	Name:	Lisa Bresemann
Address:	3450 Princeton Pike Suite 110 Lawrenceville, NJ 08648	Address:	1525 Main Ave PO Box 230 Clifton, NJ 07011
Telephone:	(609) 947-1141	Telephone:	(973) 340-4315
Fax:	N/A	Fax:	(n/a)
Email:	ngibbs@usgs.gov	Email:	Lbresemann@pvwc.com

U.S. Geological Survey United States Department of Interior		Passaic Valley Water Commission	
<u>Signature</u>		<u>Signatures</u>	
By	TIMOTHY ODEN <small>Digitally signed by TIMOTHY ODEN Date: 2025.09.18 10:48:34 -04'00'</small>	By	_____ Date: _____
Name:	Timothy Oden	Name:	_____
Title:	Director, New Jersey Water Science Center	Title:	_____
		By	_____ Date: _____
		Name:	_____
		Title:	_____
		By	_____ Date: _____
		Name:	_____
		Title:	_____

FISCAL YEAR 2026 WORKPLAN

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

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

Problem

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

Objective and Scope

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

Approach

Turbidity, chlorophyll fluorescence, and phycocyanin fluorescence will be measured hourly on the Passaic River downstream from the confluence with the Pompton River using the monitoring station at Two Bridges, New Jersey. Turbidity and chlorophyll/phycocyanin fluorescence sensors will be operated at the existing monitoring station. The sensors will be operated and maintained to record chlorophyll and phycocyanin relative fluorescence units (RFU) hourly from two locations and turbidity at three locations along a cross section of the river for the period October 1, 2025 through September 30, 2026.

Water samples will be collected during routine inspections (approximately every 12 weeks), every fouling inspection (as needed), and occasionally during event-based inspections, depending on conditions. Chlorophyll samples will be sent to the USGS National Water Quality Laboratory (NWQL) for analysis of total chlorophyll-a and total pheophytin-a. Phycocyanin samples will be sent to a USGS NWQL contract lab for analysis of phycocyanin. The laboratory analyses will be used for verification of the continuous monitor data and will be available for future regression analysis and modeling if requested.

Operation and Maintenance

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

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

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$14,535	\$0	\$14,535
Total		\$14,535	\$0	\$14,535

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

Station Number	Station Name	Total Cost	USGS Match	PVWC
01389005	Passaic River below Pompton River at Two Bridges, NJ	\$41,720	\$5,800	\$35,920
Total		\$41,720	\$5,800	\$35,920

Budget Total	\$ 56,255
USGS matching funds	\$ 5,800
Total Cost to PVWS—Water-Quality Monitoring	\$ 50,455

PROJECT EXPENSES	
Labor	\$23,670
Supplies, Equipment, Travel, Other	\$890
Lab (NWQL)	\$3,330
Instrumentation (HIF)	\$4,400
Total Direct Cost	\$32,290
Total Indirect Cost (Overhead)	\$23,965
TOTAL	\$56,255

Data Availability

USGS Water Data for the Nation (WDFN)—Data are analyzed, quality-assured and approved for publication to the USGS Water Data for the Nation at <https://waterdata.usgs.gov/nj/nwis/current/>. Water Data for the Nation displays data in a discoverable, accessible, and usable format for everyone. A USGS Water Data for the Nation Newsletter is a quarterly email that provides updates about public water data delivery and modernization from USGS Water Data for the Nation. Subscribe to this newsletter at <https://www.usgs.gov/mission-areas/water-resources/usgs-water-data-nation-newsletter>. Data are also available on the New Jersey Water Science Center’s website at <http://nj.usgs.gov>.

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

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

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

USGS Hydrologic Imagery Visualization and Information System (HIVIS)—Web cameras are being installed at streamgages across New Jersey as part of standard equipment upgrades, where feasible. The images can be seen on our USGS Hydrologic Imagery Visualization and Information System (HIVIS) Dashboard at <https://apps.usgs.gov/hivis/?state=NJ> in addition to on the WDFN individual site Monitoring Location pages.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

**Description of Project or Contract: US Geological Survey
Agreement No. 26LJJFA30 with USGS
October 1, 2025 – September 30, 2026**

Amount of Project or Contract: \$50,455.00

1. Acct: # 001-3501-425-72-21 Contractor – Lab Service

Specific Appropriation to which expenditures will be charged: Budget 2025/2026

Other comments:

Date of Certification: September 18, 2025

Certified: \$50,455.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION NO. 25-126

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-V-11 ENTITLED
"FURNISH AND DELIVER TAPPING SLEEVES, VALVES,
AND CURB BOXES"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on September 9, 2025, four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-V-11 entitled "Furnish and Deliver Tapping Sleeves, Valves, and Curb Boxes"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Core and Main, LP, of Pompton Plains, New Jersey (the "Awardee") with respect to said bid, in the amount of \$2,358,548.86 for a period of one (1) year; and

WHEREAS, the bids have been reviewed by the Engineering Department and the Director of Purchasing, and a copy of 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 Contract No. 25-V-11 "Furnish and Deliver Tapping Sleeves, Valves, and Curb Boxes"; in the total

amount set forth hereinabove in connection with the above-described goods and services is hereby authorized and awarded to the Awardee as also set forth hereinabove; and

2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

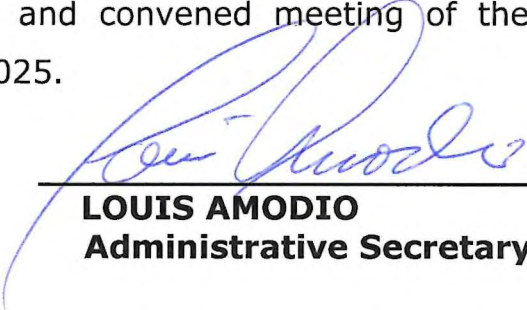


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER TAPPING SLEEVES, VALVES & CURB BOXES

Contract # 25-V-11

Bid Tabulation Evaluation

Bid Opening Date: SEPTEMBER 9, 2025 AT 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Core & Main LP 660 Route 23 Pompton Plains, NJ 07444	Certified Check	\$2,358,548.86	<input checked="" type="checkbox"/> Business Registration Cert.
	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 type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
Ferguson Waterworks 507 Oak Glen Road Howell, NJ 07731	Certified Check	\$2,390,599.00	<input checked="" type="checkbox"/> Business Registration Cert.
	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 type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
Brent Material Company 325 Columbia Turnpike Suite 308 Florham Park, NJ 07932	Certified Check	\$2,691,299.82	<input checked="" type="checkbox"/> Business Registration Cert.
	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 type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
Capitol Supply Construction Products 149 Old Turnpike Road Wayne, NJ 07470	Certified Check	\$3,052,539.14	<input checked="" type="checkbox"/> Business Registration Cert.
	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 type="checkbox"/> Public Works Cont. Cert.
			<input checked="" type="checkbox"/> EEO
	Certified Check		<input type="checkbox"/> Business Registration Cert.
	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
	Certified Check		<input type="checkbox"/> Business Registration Cert.
	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
	Certified Check		<input type="checkbox"/> Business Registration Cert.
	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

CERTIFICATION OF AVAILABILITY OF FUNDS

Description of Project or Contract: Contract No. 25-V-11
 “Furnish and Deliver Tapping Sleeves, Valves &
 Curb Boxes”
 Core and Main

\$2,358,548.86 - Contract 25-V-11

1. Acct: # 001-0000-131-01-00
Inventory/Clifton Depot
2. Specific Appropriation to which expenditures will be charged:
Inventory: 2025/2026

Other comments: One Year Commencing in September 2025

Date of Certification: September 25, 2025

Amount Certified: \$2,358,548.86

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 25-127

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 23-V-10
"LIQUID OXYGEN"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, under Contract 23-V-10 entitled "Liquid Oxygen" the "Contract"), AirGas USA, LLC of Allentown, Pennsylvania (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 September 27, 2023, under Resolution No. 23-123; 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 September 27, 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 September 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) as follows: At a rate of \$145.00/ton until November 5, 2026 after which the rate will increase to \$162.40 per ton with a with the two-year total contract amount of \$884,830.00; and

WHEREAS, a copy of the Vendor's correspondence (dated September 3, 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 RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

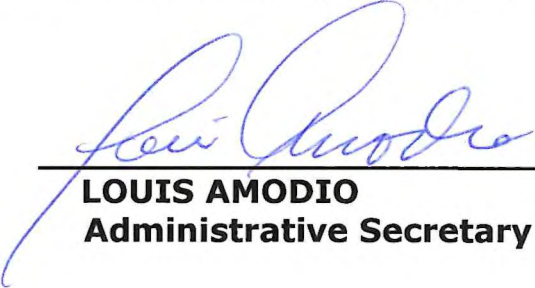


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Kellie C. Nash
Vice President, Bulk – East Region
One Progress Drive, Suite 101
Horsham, PA 19044
Kellie.Nash@airgas.com

September 3, 2025

Passaic Valley Water Commission ("PVWC")
c/o Mr. Guido S. Weber, Esq.
1525 Main Avenue
Clifton, New Jersey 07011

Acct#: 2476615

Subject: Liquid Oxygen Supply and Maintenance Contract Renewal Proposal

Dear Mr. Weber,

Thank you for working with Airgas on the following contract renewal proposal for Passaic Valley Water Commission's bulk oxygen requirements. The proposed contract extension includes the following:

- Two (2) year Contract Term extension effective through November 5, 2027.
- Rate of Supply of LOX (§ 1.04.01). The rate of \$145.00 per ton will remain in effect until November 5, 2026, after which the rate will increase to \$162.40 per ton.
- Temporary Rate Hike from February 2025 to August 2025. PVWC agrees to pay the rate of \$162.40/ton set forth on invoices from Vendor for services provided between February 2025 and August 2025 under the Contract in consideration for Vendor's offer to revert back to its \$145.00 per ton rate from August 2025 through November 5, 2026.
- Cap on Market Event Charges (§ 1.09). The \$184/ton rate cap will remain unchanged when Vendor's rate for supplying LOX increases during the term of this Amendment.
- All other terms and conditions of the Contract will remain in full force and effect.

We are dedicated to providing excellent service and look forward to working with you to finalize a mutually acceptable contract extension. Please contact me directly by phone or email if you have any questions.

Sincerely,
Kellie C. Nash
Kellie C. Nash
Vice President, Bulk - East Region
kellie.nash@airgas.com
Cell 909-992-6905

CONFIDENTIALITY STATEMENT

The information contained herein, including but not limited to, contractual proposals, costs, commercial summaries, engineering drawings and technical data, is the confidential and proprietary information of Airgas, Inc. The information is supplied on condition that it is used for the project under consideration. No part of this proposal may be disclosed, copied, reproduced or distributed in any fashion or form to any third party without the prior written approval of Airgas.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract Extension 23-V-10
 “Liquid Oxygen”
 Airgas USA, LLC

Amount of Project or Contract:

\$884,830.00 – Contract 23-V-10

- 1. Acct: # 001-1002-421-70-11 PURCHASES/CHEMICALS
- 2. Specific Appropriation to which expenditures will be charged:
 Budget - 2025/2026/2027

Other comments: Two Year Commencing in September 2025

Date of Certification: September 25, 2025 Amount Certified: \$884,830.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-128

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 23-B-13
"TRENCH SPOILS, ASPHALT AND CONCRETE
REMOVAL AND DISPOSAL"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, under Contract 23-B-13 entitled "Trench Spoils, Asphalt and Concrete Removal and Disposal Services" the "Contract"), JR Haftek Company, Inc. of Paterson, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing September 27, 2023, under Resolution No. 23-121; 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 October 5, 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 September 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 \$1,564,000.00; and

WHEREAS, a copy of the Vendor's correspondence (dated September 17, 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 RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</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 September 25, 2025.

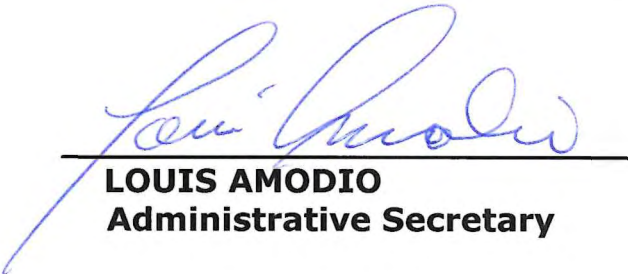

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

3

Bresemann, Lisa

From: Bresemann, Lisa
Sent: Wednesday, September 17, 2025 7:51 PM
To: Roger Haftek
Cc: patrick haftek
Subject: RE: Contract 23-B-13.....

Thank you.

Regards,

Lisa Bresemann
Purchasing Agent

From: Roger Haftek <haftek@msn.com>
Sent: Wednesday, September 17, 2025 7:49 PM
To: Bresemann, Lisa <lbresemann@PVWC.com>
Cc: patrick haftek <haftekwsap@yahoo.com>
Subject: Contract 23-B-13.....

External Sender - From: (Roger Haftek <haftek@msn.com>)
This message came from outside your organization.

Ms. Bresemann,

J.R. Haftek Co would be receptive to a two-year extension to PVWC Contract 23-B-13.

As per our discussion, a 5% increase would be very much appreciated.

Please advise what you require from us to complete this extension.

Thank you,

**Roger Haftek
President**

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract Extension 23-B-13
 “Trench Spoils, Asphalt and Concrete
 Removal and Disposal Services”
 J.R. Haftek Co.

Amount of Project or Contract: \$1,564,000.00

1. Acct: # 001-3002-424-72-21 Services/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
 Budget 2025/2026/2027

Other comments: Two (2) Year Contract Extension Commencing: September 2025
 TRENCH SPOILS, ASPHALT AND CONCRETE REMOVAL AND
 DISPOSAL SERVICES

Date of Certification: September 25, 2025

Certified: \$1,564,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-129

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING THE PROCUREMENT OF
PROPRIETARY SPARE PARTS FOR PVWC'S OZONE CONTROL SYSTEM**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, the Passaic Valley Water Commission ("PVWC") wishes to procure proprietary replacement parts for their Ozone Control System. These parts are all proprietary and are no longer manufactured. PVWC will be upgrading the Ozone Control System in the future but need these parts to keep the necessary system in working order. PVWC seeks to procure these spare parts for the Ozone Control System from is approaching the end of its expected service life, under the proprietary goods exception to the Local Public Contracts Law ("LPCL"); and

WHEREAS, Basileo Technology of Mineola, New York ("Basileo") has provided PVWC with estimate in the total amount of \$134,582.92; and

WHEREAS, Basileo is the sole provider of these obsolete proprietary parts; and

WHEREAS, the LPCL normally requires Contracting Units to give bidders the option to supply "equivalent" equipment to the brand name specified as per N.J.S.A. § 40A:11-13(d), N.J.A.C. § 5:34-9.2; and

WHEREAS, the LPCL allows Contracting Units, in appropriate situations, to designate certain brands of goods as "proprietary" when those brands of goods are "necessary for the conduct of [the Contracting Unit's] affairs" (hereinafter "the Proprietary Goods Exception") see N.J.S.A. § 40A:11-2(39), N.J.A.C. § 5:34-9.1 (a)(2)); and

WHEREAS, the Proprietary Goods Exception provides that if the Contracting Unit needs to procure goods "of a specialized nature" by one manufacturer, and the need for a certain brand is greater (or more valuable)

than the “public benefit of permitting “brand name or equivalent” and the benefits of “competition”, the Contracting Unit may proceed with a bid specification that restricts bidders to supplying just that brand name of goods, to the exclusion of others; and

WHEREAS, a Contracting Unit may be entitled to opt for the Proprietary Goods Exception: (i) The contracting unit has a substantial investment in facilities, training, replacement parts, or complimentary items that warrants reliance on a specific manufacturer or vendor to maintain the value of the investment, and/or (ii) Unique circumstances as to a facility or environment preclude the use of other goods or services; and

WHEREAS, in accordance with the pre-requisite procedures for entitlement to use the Proprietary Goods Exception, the PVWC’s Buyer, Lisa Breseman, prepared a Certification addressed to the Executive Director, General Counsel, and Chief Financial Officer to demonstrate entitlement to use the Proprietary Goods Exception, which is attached hereto as **Exhibit A**, the contents of which are deemed incorporated into this Resolution as set forth herein; and

WHEREAS, the Executive Director, General Counsel, and Chief Financial Officer reviewed the Certification and concur with the findings of the Buyer and ask the Commissioners to authorize the PVWC to designate the parts for the Ozone Control System, as proprietary goods henceforth; 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**.

WHEREAS, Basileos’s quotation and other relevant correspondences are attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the Commissioners, having received the aforementioned Certifications and recommendation, approve the above-referenced measures; and

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

1. That the Commissioners, in accordance with recommendations referenced above, hereby authorize the PVWC to procure the parts for the Ozone Control System under the Proprietary Goods Exception to the Local Public Contracts Law; 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.
- 3 That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

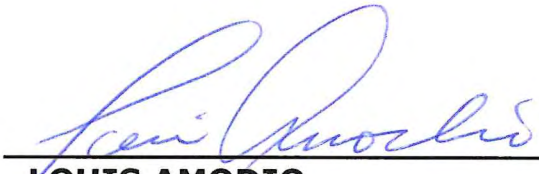


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Executive Director
James Mueller

PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE • P.O. BOX 230
CLIFTON, NEW JERSEY 07011 • (973) 340-4300
CLIFTON FAX # (973) 340-4321

COMMISSIONERS

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

Certification of PVWC Buyer, Lisa Bresemann, QPA pursuant to N.J.A.C. § 5:34-9.1

To: James Mueller, Executive Director
Yaacov M. Brisman, General Counsel
Yitzchak Weiss, Chief Financial Officer

RE: Procurement of Spare Parts for the Ozone Control System

1. I, Lisa Bresemann, QPA, am the Buyer for the Passaic Valley Water Commission ("PVWC"). My responsibilities are similar to those of "purchasing agents" in other public entities.
2. I make this Certification pursuant to N.J.A.C. § 5:34-9.1 in support of PVWC's position that PVWC is entitled to procure replacement parts from the Basileo Technology for the Ozone Control System at the Little Falls Water Treatment Plant as proprietary goods as that term is defined by N.J.S.A. § 40A:11-2(39).
3. Currently, PVWC procures replacement parts for this equipment from Basileo Technology without regard to brand, or by allowing "or equal" as per N.J.S.A. § 40A:11-13(d) of the Local Public Contracts Law.
4. Basileo Technology has provided a letter verifying that they are the sole provider of the replacement parts for the Ozone Control System as these parts are no longer available by the original manufacturer and are obsolete.
5. The PVWC Buyer recommends that the Board of Commissioners approve a Resolution authorizing the PVWC to procure the replacement parts for the Ozone Control System as a proprietary good.

I certify that the foregoing statements made by me are true to the best of my information, knowledge, and belief. I understand that if any of my statements are willfully false, that I may be subject to punishment.

Dated: September 17, 2025

Lisa Bresemann
Lisa Bresemann, Buyer
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: Procure "Spare Parts for Ozone Control System"
Basileo Technology

Amount of Project or Contract: \$134,582.92

1. Acct: #- 001-0901-419-95-28
CAPITAL – SCADA
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025 - 2026

Other comments: One Year Renewal

Date of Certification: September 25, 2025

Certified: \$134,582.92

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

EXHIBIT C

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: September 6, 2025

Re: Request for permission to order depleted inventory of Ozone Control Systems spares.

The Information Technology Department is requesting permission to order \$134,582.92 worth of Ozone Control System spare parts replacement. Due to recent purification process events, culminating in an unscheduled plant shutdown, we have exhausted our inventory of spare parts. What is more, the parts in question are no longer manufactured; obsolete. We are in a position where we must proactively locate and purchase remaining specimens of these parts on the market:

- Ozone System Control Panel (CP5600)
- Ozone Gen & Destruct
- Analog AB cards
- Programable Logic Controllers
- Power Supplies

This request will be funded using sole source procurement method through Basileo Technology (parts no longer available). We've inquired with our vendor Graybar, who confirmed that these parts are no longer available, and cannot be sold via Allen-Bradley; see attached quote "BT_AB-Products09012025.pdf".

This order will restock Allen-Bradley IO Cards & PLCs that are no longer being manufactured by the OEM. All parts acquired must maintain a factory seal and be new in box, as PVWC I.T. cannot introduce "foreign" components into our environments.

This request is meant to bridge the gap between current inventory shortages and planned Ozone Controls Upgrades. The IT department recommends the Board approves this request to order these parts.

INVOICE

Basileo Technology

20 Berkeley Road

Mineola, NY 11501

louis@basileotechnology.com

+1 (516) 241-0175

Bill to
Eric Coan
Passaic Valley Water Commission
800 Union Blvd, Totowa, New Jersey, 07512
United States

Invoice details
Invoice no.: 0904251
Invoice date: 09/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		1746-P2	ALLEN BRADLEY - POWER SUPPLY SLC RACK MOUNTING	4	\$3,400.92	\$13,603.68
2.		1746-P4	ALLEN BRADLEY - POWER SUPPLY SLC 500	4	\$2,926.09	\$11,704.36
3.		1747-L541	ALLEN BRADLEY PROCESSOR SLC 500 SERIES CONTROLLER 5-24 VDC 16K	3	\$4,750.00	\$14,250.00
4.		1747-L542	ALLEN BRADLEY PROCESSOR MODULE SLC 500 SERIES SLC 5/04 5-24 VDC 32K	3	\$5,604.00	\$16,812.00
5.		1746-NO4I	ALLEN BRADLEY - Output Module	4	\$6,818.63	\$27,274.52
6.		1746-IB16	ALLEN BRADLEY	4	\$757.09	\$3,028.36
7.		1746-OB16	I/O Module	4	\$2,250.00	\$9,000.00
8.		1746-NI8	ALLEN BRADLEY - Analog Input Module	10	\$3,801.00	\$38,010.00
9.		Shipping			\$900.00	\$900.00

Total

\$134,582.92

Note to customer

Thank you for your business.

RESOLUTION # 25-130

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 23-B-09 ENTITLED
"PAVEMENT RESTORATION"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, under Contract No. 23-B-09 entitled "Pavement Restoration" (the "Contract"), Mike Fitzpatrick Contractors, Inc. of Oak Ridge, New Jersey (the "Awardee") 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 October 18, 2023, under Resolution No. 23-122; 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 October 17, 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 four (4) 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 1-year period of time beginning October 18, 2025; and

WHEREAS, 50% of the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 1-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 one-year total contract amount of \$2,249,650.00; and

WHEREAS, a copy of the Vendor's correspondence (dated September 15, 2025) agreeing to a 1-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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u>X</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> </u>	<u> </u>	<u> </u>	<u>X</u>
SANCHEZ, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

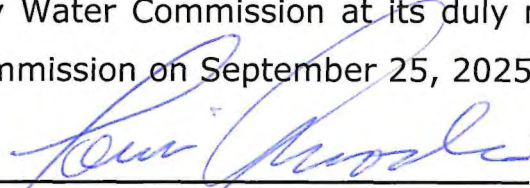


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Bresemann, Lisa

From: Michael K. Fitzpatrick <mike3@Mikefitzpatrick.com>
Sent: Monday, September 15, 2025 1:03 PM
To: Bresemann, Lisa
Cc: Adamkiewicz, Jaroslaw; Luke Zimmermann; Michael P. Fitzpatrick; Porcaro, Patrick
Subject: Re: 2nd Request: Contract 23-B-09 Entitled Roadway Pavement Restoration

External Sender - From: ("Michael K. Fitzpatrick"
<mike3@Mikefitzpatrick.com>)

This message came from outside your organization.

Lisa,

My apologies. Yes, we would like to extend the contract.

Thank you.

Michael K Fitzpatrick
Mike Fitzpatrick Contractors
16 Cozy Lake Rd.
Oak Ridge, NJ 07438

NOTICE OF CONFIDENTIALITY: The information as well as any attachments in this transmission are proprietary, confidential and/or privileged. The information is protected by State and Federal law. All present and previous information contained within this transmission is intended only for the use by the individual and/or individuals and/or organization(s) to whom it is addressed. If you are not the intended recipient consider this notification that any copying, distribution or the taking of any action on the contents of this message is strictly prohibited and may be unlawful. You are hereby responsible to notify the sender of their error in transmission and please destroy all electronic copies and any hard copies created without disclosing the contents. Unintended transmission does not constitute waiver of any privilege and this message cannot be construed as a digital or electronic signature. **WARNING:** Computer viruses can be transmitted via email, the recipient should check this transmission and any attachments for the presence of viruses. The company accepts no responsibility for any damage caused by any virus transmitted by this email.

On Sep 15, 2025, at 12:34 PM, Bresemann, Lisa <lbresemann@pwwc.com> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Thank you, Jaro. I appreciate it.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract Extension 23-B-09
 "Roadway Pavement Restoration"
 Mike Fitzpatrick Contractors, Inc.

Amount of Project or Contract: \$2,249,650.00

- 1. Acct: # 001-0901-419-95-05 Capital/Outside Contractors
- 2. Specific Appropriation to which expenditures will be charged:
 Capital 2025/2026

Other comments: One (1) Year Contract Extension Commencing: September 2025
 ROADWAY PAVEMENT RESTORATION

Date of Certification: September 25, 2025 Certified: \$2,249,650.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-131

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION CONFIRMING THE EMERGENCY PROCUREMENT
OF GOODS AND SERVICES RELATED TO THE 30 INCH
MAIN BREAK IN PATERSON, JERSEY ON AUGUST 8, 2025**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on August 8, 2025, a main break occurred in PVWC's system in the area of Hinchcliffe Stadium in Paterson, New Jersey. The main break caused a complete water outage for approximately 46,407 residents and boil water alert for approximately 85,112 residents in the City of Paterson, Borough of Prospect Park and North Haledon and the Town of Haledon; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-6 et seq. and N.J.A.C. 5:34-6.1 permits emergency procurement measures in emergency situations as set forth in in the LCPL and the Administrative Code; and

WHEREAS, a main break of this magnitude constituted an emergency as defined by N.J.S.A. 40A:11-6 et seq. and N.J.A.C. 5:34-6.1; and

WHEREAS, in order to address the immediate health concerns of its ratepayers and the residents of the affected areas that impacted the public health, safety, or welfare, the PVWC procured emergency services; and

WHEREAS, the services procured related to providing potable water were as follows:

A Clear Alternative	\$1,762,379.50
Cuellar LLC dba ShopRite	\$15,340.80
Durkin Water Company, LP	\$12,998.75
Mivila Foods	\$11,695.95
Primo Brands	\$38,837.79
Shoprite	\$1,383.38

White Cap, L.P.

\$39,710.12

WHEREAS, the delivery of this water was necessary as the main break affected the public health, safety, or welfare of the residents of the City of Paterson, the Borough of Prospect Park, North Haledon, and the Town of Haledon; and

WHEREAS, the total cost for potable water and drinking water cost the Passaic Valley Water Commission \$1,868,346.70; 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 A**.

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

1. That PVWC hereby authorizes the above-referenced emergency purchases made as a result of the water main break that occurred in the City of Paterson on August 8, 2025; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

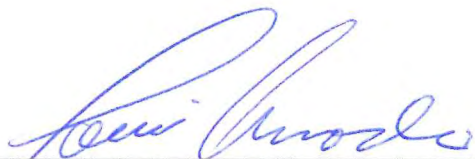


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-132

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT NO. 24-B-20 ENTITLED "MAINTENANCE OF HVAC
EQUIPMENT AND SYSTEMS"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, PVWC awarded Award Contract No. 24-B-20 entitled "Maintenance of HVAC Equipment & Systems" (the "Contract") to Victory Air Services of Cedar Grove, New Jersey at PVWC's Commission Meeting on July 24, 2024 (PVWC Resolution 24-088), not to exceed \$451,442.00 and with said Contract expiring on August 1, 2026; and

WHEREAS, Proposed Change Order No. 1 is required to procure and install an air conditioning unit specifically for the room that houses PVWC's ozone generator that is required to be at a specific cool temperature. This cost of this air conditioning unit is described in **Exhibit A**, with a total increase of \$41,395.00.00 (9.1% increase) which brings the total adjusted Contract Price up to \$492,837.00; 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. 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 extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and

such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

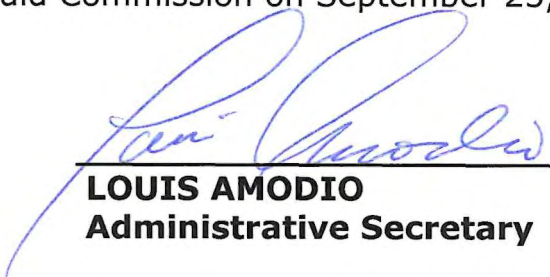


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PROPOSAL

869

VICTORY AIR SERVICES
59 Village Park Road
Cedar Grove, New Jersey 07009
FAX (973) 239-0082
(973) 239-0002

TO:

PVWC
ATT: MIKE MAROTTA
800 UNION BLVD
TOTOWA NJ 07512

PHONE	DATE
	7/25/2025
JOB NAME / LOCATION	
JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

THIS PROPOSAL IS FOR THE INSTALLATION OF SUPPLEMENTAL COOLING FOR THE OZONE SYSTEM.

WE WILL SUPPLY AND INSTALL ONE 7.5 TON COOLING ONLY ROOFTOP UNIT ON A CURB ON THE ROOF ABOVE THE OZONE GENERATOR.

THE UNIT WILL HAVE AMBIENT CONTROLS INSTALLED FOR YEAR-ROUND COOLING OPERATION.

WE WILL FABRICATE AND INSTALL INSULATED DUCTWORK BETWEEN THE NEW UNIT AND THE OZONE GENERATOR CABINET.

A TWO-STAGE THERMOSTAT WILL BE INSTALLED.

ROOFING AND LINE VOLTAGE ELECTRICAL WIRING ARE NOT INCLUDED.

COST AS OUTLINED... \$41,395.00

PLEASE NOTE THAT THERE ARE THREE CABINETS THAT SHOULD HAVE THIS WORK DONE AND THIS QUOTE IS FOR ONE CABINET ONLY.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars (\$).

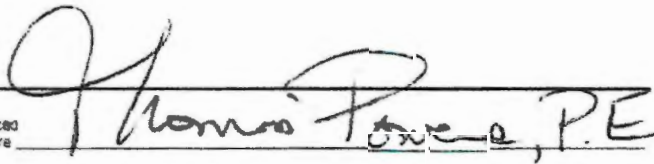
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Signature _____

Signature _____

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 24-B-20 – Change Order No. 1
“Maintenance of HVAC Equipment & Systems”
Residential Air Systems dba
Victory Air Services

Amount of Project or Contract:

Initial Amount: \$451,442.00

Change Order No. 1 Increase of \$41,395.00

Change Order No. 1 Not to Exceed: \$492,837.00

1. Acct: # 001-2002-423-45-03
Outside Contractors/HVAC
2. Specific Appropriation to which expenditures will be charged:
Budget - 2025

Other comments: Change Order No. 1 – Increase of \$41,395.00
For a new Not to Exceed of \$492,837.00

Date of Certification: September 25, 2025

Amount Certified: \$492,837.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-133

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 19-B-15
ENTITLED "ELECTRICAL SYSTEM INSPECTION, MAINTENANCE,
TESTING AND PROTECTIVE DEVICE CALIBRATION" WITH SIEMENS
INDUSTRIES, INC.**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited and awarded for professional services (or extraordinary unspecifiable services) Project No. 19-B-15 entitled "Electrical System Inspection, Maintenance, Testing and Protective Device Calibration" (hereinafter the "Project") under Resolution 21-104 on December 16, 2021 to December 15, 2023, to Siemens Industries, Inc. ("Siemens") of Ramsey, New Jersey, at a contract amount not to exceed \$902,434.00; and

WHEREAS, said solicitation and procurement of responses were undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, Siemens has, and continues to, provide professional services related to the Project consistently, reliably, efficiently, and effectively on an as-needed basis with the Contract commencing on December 16, 2021; and

WHEREAS, the PVWC extended the Project from December 15, 2023 to June 17, 2024 and increased the Contract amount to \$1,082,434.00 under Resolution No. 23-143 on October 25, 2023; and

WHEREAS, the PVWC extended the Project from June 17, 2024 to December 31, 2024 and increased the Contract amount to \$1,301,317.00 under Resolution No. 24-076 on June 26, 2024; and

WHEREAS, the PVWC extended the Project from December 31, 2024 to September 1, 2025 to provide Contractor additional time to complete all

remaining recovery work due to long-lead items for the flood repairs under Resolution No. 25-012 on January 24, 2025; and

WHEREAS, it is recommended that PVWC provides Siemens with a non-compensatory time extension for the Project thereby setting a new expiration date of December 31, 2025 as the PVWC Engineering Department is in the process of finalizing the restructuring the new electrical systems maintenance contract to include all new assets of the Plant's Emergency Generator Facility which is expected to be awarded by no later than the December 2025 Board Meeting.

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 RENSA LIER, R.	—	—	—	<u>X</u>
SANCHEZ, R.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

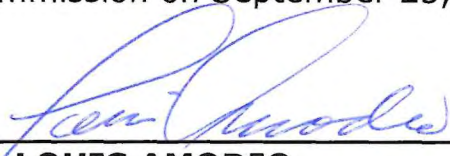


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on September 25, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-134

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO EXTEND PROJECT NO. 16-P-62, "PROFESSIONAL ARCHITECTURAL SERVICES FOR REHABILITATION OF TWO PVWC BUILDINGS IN THE GREAT FALLS NATIONAL PARK" WITH BILOW GARRETT GROUP, ARCHITECTS AND PLANNERS, PC

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Contract No. 16-P-62 entitled "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park" (the "Project") was awarded to Bilow Garrett Group, Architects and Planners, P.C. ("Bilow Garrett") of Ridgefield Park, New Jersey (the "Awardee") at PVWC's Commission Meeting under Resolution 16-149 on December 21, 2016 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$209,880.00; and

WHEREAS, Bilow Garrett has designed for the rehabilitation of PVWC's Gate House and Pump House at the Great Falls National Park, assisted the Commission with obtaining all required approvals and permitting from SHPO, NPS, Paterson HPC and developed bidding documents; and

WHEREAS, Bilow Garrett is required to perform construction administration of Contract No. 23-B-06, Architectural Rehabilitation of PVWC's Gate House and Pump House, Great Falls Grounds at Maple Avenue, City of Paterson under said contract; and

WHEREAS, said contract has experienced substantial delays in order to comply and obtain all required approvals from the regulatory agencies; and

WHEREAS, PVWC provided Bilow Garrett with a time extension to November 1, 2024, and issued Change Order No. 1 to allow for continued support during the Construction Phase of this project increasing the total adjusted Contract Price by an additional \$100,000.00 bringing the total

adjusted Contract Price to \$309,880.00 under Resolution 23-103 on June 28, 2023; and

WHEREAS, it is recommended that PVWC provides Bilow Garrett with a non-compensatory time extension for the Project thereby setting a new expiration date of December 31, 2025, to allow consultant to complete oversight of all punch list items associated with Construction Contract.

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.
-

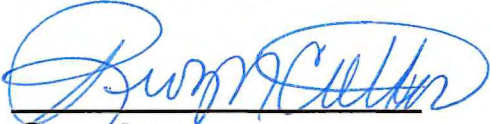
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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.



President
RIGOBERTO SANCHEZ

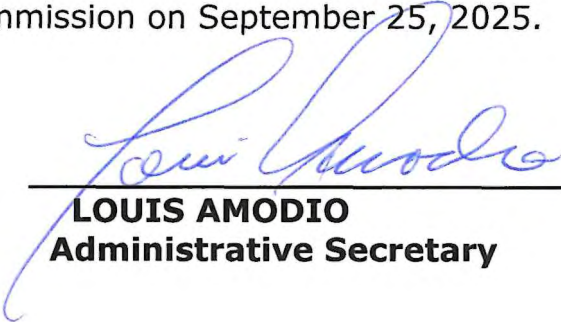


Secretary
RUBY N. COTTON

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-135

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 3,
PROJECT NO. 23-PE-02, "STRUCTURAL ENGINEERING SERVICES FOR
LARGE PROJECTS AT LFWTP" WITH COLLIERS**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, Contract No. 23-PE-02 entitled "Structural Engineering Services for Large Projects at LFWTP" (the "Project") was awarded to Colliers Engineering & Design ("Colliers") of Red Bank, New Jersey (the "Awardee") at PVWC's Commission Meeting under Resolution 23-178 on December 20, 2023 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$100,000.00; and

WHEREAS, Colliers was the design engineer for Contract No. 23-B-05 entitled "Auditorium / Purification Stair Enclosure at the PVWC LFWTP"; and

WHEREAS, Colliers has been performing full-time construction management support for the duration of the construction contract; and

WHEREAS, said contract has experienced substantial delays; and

WHEREAS, PVWC issued Change Order No. 1 to allow for continued support during the Construction Phase of this project increasing the total adjusted Contract Price by an additional \$100,000.00 bringing the total adjusted Contract Price to \$200,000.00 under Resolution 24-077 on June 26, 2024; and

WHEREAS, PVWC issued Change Order No. 2 to allow for continued support during the Construction Phase of this project increasing the total adjusted Contract Price by an additional \$49,500.00 bringing the total adjusted Contract Price to \$249,500.00 under Resolution 24-148 on November 25, 2024; and

WHEREAS, it is recommended that PVWC issues Change Order No. 3 to continue performing construction management support for the duration of

the construction contract which will run until December 31, 2025, increasing the total adjusted Contract Price by an additional \$8,814.12, to allow consultant to complete oversight of all punch list items associated with Construction Contract, bringing the total adjusted Contract Price to \$258,314.12; and

WHEREAS, the Chief Engineer has determined costs associated with ongoing construction management services to be reasonable and has recommended additional costs related hereto, be approved, as described in the memorandum and 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 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 Change Order No. 3 to the terms as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That 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
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
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

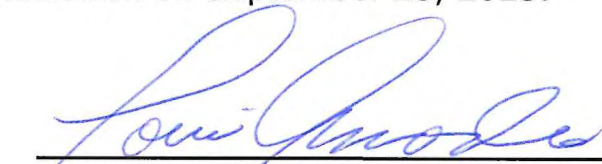


Secretary
RUBY N. COTTON

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: September 10, 2025

To: J. Mueller

From: P. Porcaro

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

Re: Resolution No. 25-135: Change Order No. 3, Project No. 23-PE-02 Entitled
"Structural Engineering Services for Large Projects at LFWTP"

Contract 23-PE-02 entitled "Structural Engineering Services for Large Projects at LFWTP" was awarded to Colliers Engineering & Design (Colliers), of Red Bank, New Jersey at PVWC's December 20, 2023 Commission Meeting (Resolution # 23-178) with a not to exceed amount of \$100,000.00.

Colliers was the design engineer for Contract No. 23-B-05 entitled "Auditorium / Purification Stair Enclosure at the PVWC LFWTP." The Commission originally planned to have the consultant perform partial construction management support on this project however issues with the contractor made it necessary to require Colliers to perform full-time construction management support for the duration of the contract. Change Orders Nos. 1 and 2 increased the contract price by \$100,000.00 and \$49,500.00, respectively.

Proposed Change Order No. 3 increases the Contract Price by an additional \$8,814.12. which brings the total adjusted Contract Price to \$258,314.12 and will extend their contract to December 31, 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 result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Project No. 23-PE-02 – Change Order No. 2
“Structural Engineering Services for Large Projects at
the LFWTP”
Colliers Engineering and Design, Inc.

Amount of Project or Contract:

Initial Amount: \$100,000.00

Change Order No. 3 Increase of \$8,814.12

Change Order No. 3 Not to Exceed: \$258,314.12

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

Other comments: Change Order No. 3 – Increase of \$8,814.12
For a new Not to Exceed of \$258,314.12

Date of Certification: September 25, 2025

Amount Certified: \$258,314.12

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-136

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR A TIME EXTENSION FOR PROJECT NO. 20-P-91
ENTITLED "PROFESSIONAL SERVICES FOR FERC REGULATORY-
REQUIRED IMPROVEMENTS TO PVWC'S INTAKE CANAL FACILITIES
AND INTERFACING WITH PROJECT 15-P-41"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited and awarded for professional services (or extraordinary unspecifiable services) Project No. 20-P-91 entitled "Professional Services for FERC Regulatory-Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41" (hereinafter the "Project") under Resolution 21-33 on March 10, 2021, to Ramboll Americas Engineering ("Ramboll") of Princeton, New Jersey, with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

WHEREAS, Ramboll has, and continues to, provide professional services related to the Project consistently, reliably, efficiently, and effectively on an as-needed basis; and

WHEREAS, the PVWC has requested the firm to complete all required site investigations and develop a Basis of Design Report for the rehabilitation of the PVWC's Intake Canal, Headgates and Screenhouse Facilities at the LFWTP; and

WHEREAS, PVWC provided Ramboll with a time extension to July 1, 2025 under Resolution 24-126 on October 23, 2024; and

WHEREAS, it is recommended that PVWC provides Ramboll with a non-compensatory time extension for the Project thereby setting a new expiration date of June 1, 2026 to allow consultant to complete performing the robotic inspection of the Penstock Valves and Raw Water Conduits as

required by FERC and perform stop log design at Intake Canal necessary to facilitate these inspections.

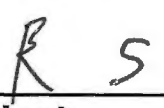
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> X </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> </u>	<u> </u>	<u> </u>	<u> X </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

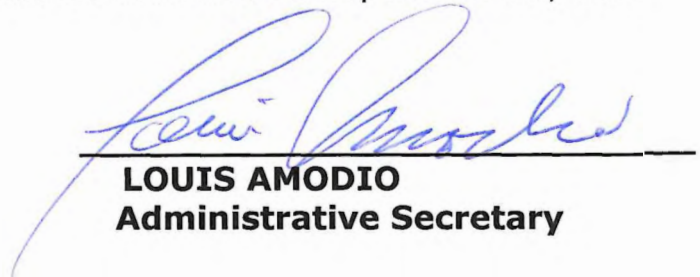


Secretary
RUBY N. COTTON

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 September 25, 2025.


LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-137

**RESOLUTION APPROVING CHANGE ORDER NO. 1, BUDGET
AMENDMENT AND TIME EXTENSION FOR CONTRACT 24-B-25
ENTITLED "LITTLE FALLS WATER TREATMENT PLANT ACTIFLO SYSTEM
REHABILITATION"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **DEB RIZZI**

WHEREAS, Contract No. 24-B-25 entitled "Little Falls Water Treatment Plant Actiflo System Rehabilitation" (the "Contract") was awarded to Coppola Services, Inc. ("Coppola") of Ringwood, New Jersey (the "Contractor") at PVWC's Commission Meeting dated September 25, 2024 (PVWC Resolution 24-098) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$2,300,000.00; and

WHEREAS, Proposed Change Order No. 1 is to cover coating in Sedimentation Basin No. 1 with a specialty alternate lining system to prevent corrosion, which increases the total adjusted Contract Price by \$303,240.00, as recommended in the correspondence from the Resident Engineer, Mott MacDonald on September 12, 2025 is attached hereto as **Exhibit A**, bringing the revised not to exceed to a total of \$2,603,240.00 (total increase of 13.2% of the original price); and

WHEREAS, the Chief Engineer has reviewed the Mott MacDonald documentation, attached hereto as **Exhibit A**, and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved; and

WHEREAS, the additional work will require time extension to the existing contract to **November 27, 2026**; and

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

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

1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That 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
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
FRIEND, G.	<u> </u>	<u>X</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> </u>	<u> </u>	<u> </u>	<u>X</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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



CHANGE ORDER

Owner: Passaic Valley Water Commission
Contractor: Coppola Services, Inc.
Project: 24-B-25 Actiflo System Rehab Project

No.: 1
Issue Date: 9/15/2025

You are directed to make the following changes to the Contract Documents

Item No.	Description of the Change	Cost Increase	Cost Decrease
PCO #1	Installation of the Alternate Lining System in the Sedimentation Basin No.1	\$303,240.00	(\$0.00)
	TOTAL	\$303,240.00	(\$0.00)
	NET (increase)	\$303,240.00	

Attachments: (list of documents supporting change):

CHANGE IN CONTRACT PRICE: \$303,240.00	CHANGE IN CONTRACT TIME: 42 Days
--	----------------------------------



**Passaic Valley
Water Commission**

<u>Original Contract Price:</u> \$2,300,000.00 <u>Previous Change Orders:</u> \$0.00 <u>Contract Price prior to this Change Order:</u> \$2,300,000.00 <u>Net increase/decrease of the Change Order:</u> \$303,240.00 <u>Contract Price with all approved Change Orders:</u> \$2,603,240.00	<u>Original Contract Completion Date:</u> October 16, 2026 <u>Net change from previous Change Orders:</u> Increase 0 Calendar Days <u>Contract Completion Date prior to this Change Order:</u> October 16, 2026 <u>Net increase/decrease of this Change Order:</u> Increase 42 Calendar Days <u>Contract Completion Date with all approved Change Orders:</u> November 27, 2026
---	--

RECOMMENDED: by _____ <small>Engineer (Name)</small> Edward P. Gajek, PE, PMP Vice President - Mott MacDonald	APPROVED: by _____ <small>Owner</small> Mansi Master, PE Principal Engineer, PVWC	APPROVED: by _____ <small>Contractor (Contractor Name)</small> David Beery, VP
--	--	--



Mansi Master, PE
Principal Engineer
Passaic Valley Water Commission
800 Union Blvd
Totowa, NJ 07512

Your Reference
24-B-25

Our Reference
507109798.FI02

Mott MacDonald
111 Wood Avenue South
Iselin
NJ 08830-4112
United States of America

T +1 (800) 832 3272
mottmac.com

**Passaic Valley Water Commission
Little Falls WTP Actiflo System Rehabilitation Project
Contract 24-B-25
Revised Contractor Potential Change Order No. 1 for Installation of the
Alternate Lining System in the Sedimentation Basin No.1 – Rev.1**

September 12, 2025

Dear Mrs. Master:

Mott MacDonald has reviewed the revised Potential Change Order (PCO) # 1 submitted by Coppola Services, Inc. associated with the Installation of the Alternate Lining System in the Sedimentation Basin No.1 for the referenced project. The following reflects Mott MacDonald's evaluation of PCO # 1 and our recommendation for payment under this item:

PCO # 1 – Installation of the Alternate Lining System in the Sedimentation Basin No.1

Date: 09/12/2025
Requested Amount: \$303,240.00

Description:

This PCO was submitted in response to PVWC's request that Coppola Services complete the installation of the alternate lining system within Sedimentation Basin No. 1. This PCO requires additional equipment, labor and material to complete the requested work, which will include the services of a specialty subcontractor that will be contracted through Coppola Services. A copy of the signed PCO # 1 dated September 12, 2025, the subcontractor's proposal dated March 5, 2025, and a revised construction schedule are attached for reference.

Mott MacDonald Response

Coppola Services summarizes costs related to expenses for the specialty subcontractor (Alpine Painting & Sandblasting Contractors) for the installation of the alternate lining system within Sedimentation Basin No. 1.


Mott MacDonald Restricted

Based upon the information provided by Coppola Services and requirements of the Contract Specifications, Mott MacDonald concurs with the requested amount of \$303,240.00.

If you have any additional questions or wish to discuss further, please do not hesitate to contact our office.

Very truly yours,

Mott MacDonald, LLC

 Digitally signed by RebieAnn Reyes
DN: C=US, E=rebieann.reyes@mottmac.com,
CN=RebieAnn Reyes
Date: 2025.09.12 11:30:07-04'00'

RebieAnn Reyes, PE
Project Engineer
+1 973 912 3469
rebieann.reyes@mottmac.com

c	J. Alesandrelli	PVWC
	E. Gajek	Mott MacDonald
	Y. Bai	Mott MacDonald

Change Order Request

Coppola Services, Inc.
28 Executive Parkway
Ringwood, NJ 07456
Phone: 973-962-1890

Owner : PASSAIC VALLEY WATER COMMISSION
1525 MAIN AVENUE - POB 230
CLIFTON, NJ 07011

Project: 279. / PVWC Contract 24-B-25 -Little Falls WTP Ac
800 Union Boulevard
Totowa, NJ 07512

PCOType: PCO

Change Order Request # : 1BASIN # 1 - ALTERNATE LINING SYSTEM

Item :1ALTERNATE LINER - BASIN 1

Phase	Description	Cost Type	Estimated Cost
9900.	Paints/Coatings	4 S	288,800.00
Price is the total cost of a specialist sub-contractor (proposal is attached) plus mark up as per contract			
Subtotal Item 1			288,800.00
Cost Type Recap:			Amount
4 Subcontract			288,800.00
Subtotal Item			288,800.00
OH & P on Subcontractors			5.00% 14,440.00
Requested Total For Item 1			303,240.00
Total For Change Order			303,240.00

Approved By: PASSAIC VALLEY WATER COMMISSION

Submitted By: Coppola Services, Inc.

Signed: _____

Signed: _____

Date: _____

Date: _____

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 24-B-25 - Change Order No. 1
"Little Falls Water Treatment Plant Actiflo System
Rehabilitation"
Coppola Services

Amount of Project or Contract:

Initial Amount: \$2,300,000.00

Change Order No. 1 Increase of \$303,240.00

Change Order No. 1 Not to Exceed: \$2,603,240.00

1. Acct: # 001-0901-419-95-35
CAPITAL – TREATMENT PROCESS IMPROVEMENT
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025/2026

Other comments: Change Order No. 1 – Increase of \$303,240.00
For a new Not to Exceed of \$2,603,240.00

Date of Certification: September 25, 2025

Amount Certified: \$2,603,240.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-138

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 23-B-06
ENTITLED "ARCHITECTURAL REHABILITATION OF PVWC'S GATE
HOUSE AND PUMP HOUSE, GREAT FALLS GROUNDS AT MAPLE AVE.,
CITY OF PATERSON, NEW JERSEY"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") awarded Contract No. 23-B-06 entitled "Architectural Rehabilitation of PVWC's Gate House and Pump House, Great Falls Grounds at Maple Ave., City of Paterson, New Jersey" (the "Contract") to Phelps Construction Group, LLC ("Phelps") of Boonton, New Jersey at PVWC's Commission Meeting under Resolution No. 23-109 on July 26, 2023, not to exceed \$2,124,400.00; and

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

WHEREAS, the PVWC seeks a non-compensatory time extension for the Contract thereby setting a new expiration date of December 31, 2025 to allow for the completion of punch list items associated with the construction contract; 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

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.



RIGOBERTO SANCHEZ
President

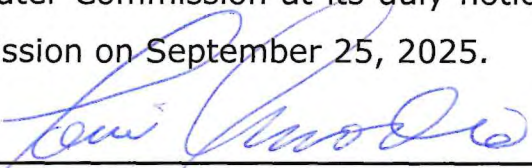


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NUMBER: 25-139

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR MEMBER PARTICIPATION IN THE NATIONAL
COOPERATIVE PURCHASING ALLIANCE - OMNIA PARTNERS"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

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 National Cooperative Purchasing Alliance, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on September 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;

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.



RIGOBERTO SANCHEZ
President




RUBY N. COTTON
Secretary

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CERTIFICATION

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LOUIS AMODIO
Administrative Secretary

RESOLUTION NUMBER: 25-140

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR MEMBER PARTICIPATION IN THE INTERLOCAL
PURCHASING SYSTEM - TIPS"**

DATE OF ADOPTION: SEPTEMBER 25, 2025

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

Seconded by Commissioner: **GERALD FRIEND**

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 Interlocal Purchasing System, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on September 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> X </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> </u>	<u> </u>	<u> </u>	<u> X </u>
SANCHEZ, R.	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

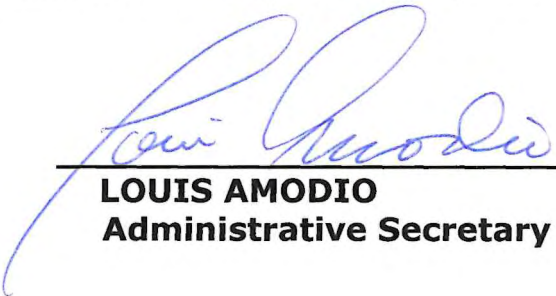


RUBY N. COTTON
Secretary

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 September 25, 2025.



LOUIS AMODIO
Administrative Secretary

**INTERLOCAL AGREEMENT
Region 8 Education Service Center**

PUBLIC ENTITY (TIPS MEMBER)

Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.¹ Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.²

Vision:

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

¹ Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

² Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member’s decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-	Region 8 Education Service Center

By: _____	By: _____
Authorized Signature	Authorized Signature
Title: _____	Title: Executive Director, Texas Region 8 ESC
Date _____	Date _____

Public Entity Contact Information

Primary Purchasing Person’s Name		Primary Person’s Email Address	
_____		_____	
Entity Address	City	State	Zip
_____	_____	_____	_____
Secondary Person’s Name		Secondary Person’s Email Address	
_____		_____	
Entity Phone Number		Entity Fax Number	
_____		_____	