



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-EXE-10

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: OCTOBER 22, 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 RUBY N. COTTON 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: DEB RIZZI Time: 11:07 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



PASSAIC VALLEY WATER COMMISSION

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 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 OCTOBER 22, 2025.

LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 25-141

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-V-08 ENTITLED
"FURNISH AND DELIVER SODIUM HYPOCHLORITE"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, on October 7, 2025, four (4) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-V-08 entitled "Furnish and Deliver Sodium Hypochlorite"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of JCI Jones Chemicals, Inc., of Warwick, New York, (the "Awardee") with respect to said bid, in the amount of \$1.375 per gallon for a total quantity of 900,000 gallons and a total bid price of \$1,237,500.00 for a period of one (1) year; and

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-

20.7, and in accordance with said Response, as set forth hereinabove; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

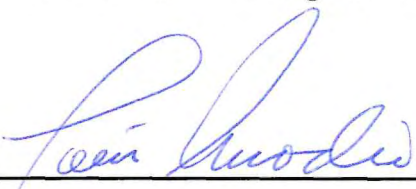


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Sodium Hypochlorite
Contract #25-B-08
Bid Tabulation Evaluation
Bid Opening Date: October 7, 2025 at 2:00 pm

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
JCI Jones Chemicals, Inc. 103 River Street Warwick, NY 10990	Certified Check	\$1,237,500.00	<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
Univar Solutions USA, LLC 200 Dean Sievers Place Morrisville, PA 19067	Certified Check	\$1,304,550.00	<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 checked="" 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
Kuehne Chemical Co., Inc. 86 North Hackensack Avenue Kearny, NJ 07032	Certified Check	\$1,863,000.00	<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
Pencco, Inc. P.O. Box 600 San Felipe, TX 77473	Certified Check	NO BID LETTER	<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

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 25-V-08
"Furnish and Deliver Sodium Hypochlorite"
JCI Jones Chemicals, Inc.

\$1,237,500.00 - Contract 25-V-08

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

Other comments: One Year Commencing in October 2025

Date of Certification: October 22, 2025

Amount Certified: \$1,237,500.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-142

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-PD-01 ENTITLED
"DISTRIBUTION SPECIALTY MANAGEMENT SYSTEMS"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 25-PD-01 entitled "Distribution Specialty Management Systems" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for performing distribution management services; and

WHEREAS, the firm of Prana Water Consulting of West Milford, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$275,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

- 1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
- 2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
- 3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u> X </u>	_____	_____	_____
DEPADUA, C.	_____	_____	_____	<u> X </u>
FRIEND, G.	<u> X </u>	_____	_____	_____
LEVINE, J.	<u> X </u>	_____	_____	_____
RIZZI, D.	<u> X </u>	_____	_____	_____
VAN 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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Prana Water Consulting, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 34 Evanston Avenue, West Milford, New Jersey 07480.

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

related to **Project Number 25-PD-01** entitled **Distribution Specialty Project Management Services** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated September 7, 2025, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and

other deliverables and services provided under this AGREEMENT. The services to be performed by PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$275,000.00**.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

14. All notices required or intended under this AGREEMENT may be delivered in person, by facsimile or express mail. All notices shall be effective upon the date of receipt by the parties.

Notices shall be delivered or sent to the other party at the address appearing in this AGREEMENT. An address may only be changed by written notice to the other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the QUALIFICATIONS.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the

information submitted for whatever purposes it deems necessary or desirable without seeking permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

PRANA WATER CONSULTING

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No.: 25-PD-01
"Distribution Specialty Management Systems"
Prana Water Consulting

Amount of Project or Contract:

\$275,000.00 – Project 25-PD-01

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

Other comments: One Year Commencing in October 2025

Date of Certification: October 22, 2025

Amount Certified: \$275,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-143

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-PD-02 ENTITLED
"PROFESSIONAL SERVICES FOR W-4 LICENSED OPERATOR"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUS's") for Contract No. 25-PD-02 entitled "Professional Services for W-4 Licensed Operator" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for performing distribution management services; and

WHEREAS, the firm of J & J Utility Consulting Services, LLC of Verona, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$225,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

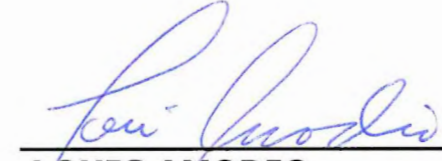


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and J & J Utility Consulting, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 88 Woodland Avenue, Verona, New Jersey 07044.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 25-PD-02** entitled "**Professional Services for W-4 Licensed Operator**" (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 6, 2025, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and individuals skilled in other technical disciplines, as appropriate. PROFESSIONAL shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables and services provided under this AGREEMENT. The services to be performed by

PROFESSIONAL shall conform to the generally accepted codes and regulations applicable to the subject PROJECT. PROFESSIONAL agrees to indemnify and hold PVWC harmless from all losses and damages resulting from PROFESSIONAL'S failure to meet the STANDARD OF CARE. Further, PROFESSIONAL shall correct and re-perform any services not conforming to the required STANDARD OF CARE without additional compensation and cost to PVWC, (including, but not limited to pending written or oral testimony, reports, etc., which might occur from activities resulting from the performance of this AGREEMENT which were caused by PROFESSIONAL'S performance). In addition, PROFESSIONAL shall indemnify and hold harmless PVWC and its officers, agents and employees of PVWC from and against any losses, claims, damages, or liabilities to which PVWC may become subject insofar as and to the extent they arise out of the deviation from the STANDARD OF CARE in the performance of the services by the PROFESSIONAL, hereunder.

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$225,000.00**.

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

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

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

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

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

8. By notice in writing at any time, PVWC may change the general scope of services required by PROFESSIONAL as set forth herein. In such event an equitable adjustment, if

appropriate, in compensation shall be agreed to in writing prior to PROFESSIONAL'S performing the changed services.

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the QUALIFICATIONS.

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which are not designated in accordance with Paragraph 9 of this AGREEMENT as being confidential) are deemed to be non-proprietary to the extent that PVWC, in its sole discretion, may utilize the information submitted for whatever purposes it deems necessary or desirable without seeking

permission from PROFESSIONAL, and without providing any additional compensation to PROFESSIONAL; provided, however, that PVWC shall have sole responsibility for use of such work products in applications for which they may not originally have been intended. Reports, data, logs and other information provided to PVWC by PROFESSIONAL shall become the property of PVWC provided, however, that PROFESSIONAL shall have unrestricted right to their use.

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

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

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

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

PRANA WATER CONSULTING

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No.: 25-PD-02
"Professional Services for W4 Operators"
J & J Utility Consulting Services, LLC

Amount of Project or Contract:

\$225,000.00 – Project 25-PD-02

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

Other comments: One Year Commencing in October 2025

Date of Certification: October 22, 2025

Amount Certified: \$225,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-144

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-PA-11 ENTITLED
"PROFESSIONAL SERVICES FOR FINANCIAL ADVISOR"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or Extraordinary Unspecifiable Services) for Award Project No. 25-PA-11, "Professional Services for Financial Advisor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a Fair and Open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received proposals to provide professional services (or Extraordinary Unspecifiable Services) related to the Project from three (3) professional (or provider of Extraordinary Unspecifiable Services) providers; and

WHEREAS, the firm of NW Financial Group, LLC of Hoboken, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with

reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$60,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

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

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is on file in the Purchasing Department.

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 Awardees 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, and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President




RUBY 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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and NW Financial Group, LLC, a professional firm (hereinafter "PROFESSIONAL" and/or "contractor") having a place of business at 522 Broad Street, Bloomfield, NJ 07003.

WHEREAS, PVWC requires Professional Services to assist it in implementing Project **25-PA-11 "Professional Services for Financial Adviser"** (hereinafter the "PROJECT"); and

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & F of the Solicitation (and including, where applicable, Appendix D with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated October 7, 2025, are collectively referred to herein as the "PROPOSAL", and, along with ranking methodology (Appendix E), are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the AGREEMENT shall be for the period of time as set forth in Appendix D where applicable, or where not otherwise set forth in Appendix D, the AGREEMENT shall be for up to a one year period of time commencing on the Effective Date of this AGREEMENT as defined in Paragraph 19 herein, and for any extended periods authorized by PVWC.

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

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

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

2. PROFESSIONAL shall perform the PROFESSIONAL SERVICES as defined under this AGREEMENT at a level customary for competent and prudent professional service providers, all as applicable, performing such services at the time and place where the services are provided ("STANDARD OF CARE"). These services will be provided by professional service providers in the appropriate disciplines, and by other professionals and

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the QUALIFICATIONS **not to exceed \$60,000.00.**

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

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

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

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

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

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

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

11. PROFESSIONAL shall maintain insurance.

Insurance Coverages

A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)

B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)

C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)

D. Workers' Compensation: Statutory

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

F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

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

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

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

14. If a dispute or complaint arises concerning this AGREEMENT, PVWC and PROFESSIONAL will negotiate a resolution of the dispute. Should negotiations be unsuccessful, the resolution of the dispute shall be submitted to arbitration in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association and the arbitration proceeding shall be venued in New Jersey. Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9

U.S.C. 10, 11). Notwithstanding the aforementioned, disputes which have a total value (exclusive of interest) in excess of the dollar amount for cost of services (said dollar amount as stipulated in paragraph 3 herein) shall not be arbitrated but shall be litigated.

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

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

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

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

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

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

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

f) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL'S hourly rates for technical and related support services and non-labor expenses shall be as set forth in the QUALIFICATIONS.

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

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

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

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

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

NAME-PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
RIGOBERTO SANCHEZ
President

C-6

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 25-PA-11 “Professional Services for Financial Adviser” NW Financial Group, LLC
-------------------------------------	--

Project No. 25-PA-11
Not to Exceed \$60,000.00

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

Other comments: Professional Services – One Year

Date of Certification: October 22, 2025

Certified: \$60,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION NO. 25-145

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE PVWC TO PROCURE LICENSE OF
PVWC'S ENTERPRISE ASSET MANAGEMENT APPLICATIONS**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley water Commission ("PVWC") previously procured a Computerized Maintenance Management System (CMMS), in accordance with N.J.S.A. 40A:11-5(dd) relating to proprietary software and the licensing for said CMMS, was procured from Central Square Technologies ("Central Square") of Lake Mary, Florida; and

WHEREAS, the licenses with Central Square are due for renewal by December 5, 2025, for a recommended period of 12-months to provide PVWC with assurance of continuity of service; and

WHEREAS, a copy of Quote No. Q-235702 that includes Central Square's breakdown of applications and related fees, for a total of \$78,000.00, is attached hereto as **Exhibit A**; and

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

WHEREAS, PVWC has elected to renew the above-referenced licenses pertaining to PVWC's proprietary software system from Central Square of (the "Awardee") in the amount of \$78,000.00 PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**; and

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

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

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

1. That PVWC hereby awards a 12-month Contract for the renewal of the licenses pertaining to PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$78,000.00; 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.
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 the 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

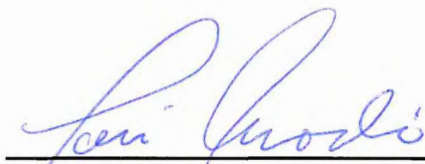


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-235702
Start Date: December 5, 2025
End Date: December 4, 2026
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
Landy Ducheine, IT Director
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011
(973) 340-4315

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Asset Management - Asset Subscription Option SaaS	1	0.00 USD
2.	Asset Management - Citizen Portal Subscription Option SaaS	1	0.00 USD
3.	Asset Management - GIS Desktop Subscription Option SaaS	1	0.00 USD
4.	Asset Management - GIS Web Subscription Option SaaS	1	0.00 USD
5.	Asset Management - Mobile Subscription Option SaaS	1	0.00 USD
6.	Asset Management - Rest API's Option Subscription SaaS	1	0.00 USD
7.	Asset Management - Work Subscription Option SaaS	1	0.00 USD
8.	Enterprise Asset Management Bundled-On Premise Site License Annual Subscription	1	78,000.00 USD
Renewal Order Total:			78,000.00 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

MORE INFORMATION AT CENTRALSQUARE.COM

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 License of PVWC's Enterprise Asset
Management Applications (CMMS)
Central Square

Amount of Project or Contract: \$78,000.00

1. Acct: #- 001-0604-416-70-52
PURCHASES – MAINT & LICENSE AGREEMENTS
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025 - 2026

Date of Certification: October 22, 2025

Certified: \$78,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-146

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE PVWC TO PROCURE RENEWAL OF
PVWC'S ANNUAL SOFTWARE MAINTENANCE OF
NAVILINE SOFTWARE**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley water Commission ("PVWC") previously procured proprietary software and awarded a maintenance contract, in accordance with N.J.S.A. 40A:11-5(dd) relating to proprietary software and/or hardware, to Sungard Public Sector to maintain the said proprietary software system currently in use at PVWC: and

WHEREAS, the previous maintenance contract with Central Square (formerly, Superion, LLC, and before that Sungard Public Sector) is due for renewal by December 5, 2025 for a recommended period of 12-months to provide PVWC with assurance of continuity of service; and

WHEREAS, a copy of the Renewal Orders Q-235698 that includes Central Square's breakdown of applications and related fees, for a total of \$57,935.80, is attached hereto as **Exhibit A**; and

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

WHEREAS, PVWC has elected to renew the above-referenced maintenance of PVWC's proprietary software system from Central Square (formerly, Superion, LLC, and before that Sungard Public Sector) of Chicago, Illinois (the "Awardee") in the amount of \$57,935.80 PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**; and

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

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

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

1. That PVWC hereby awards a 12-month Contract for the renewal of the maintenance of PVWC's proprietary software system to the Awardee in connection with the above-described goods and services in the total amount of \$57,935.80; 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.
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 the 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.



RIGOBERTO SANCHEZ
President

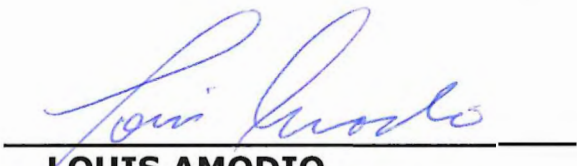


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Renewal Order prepared by:
Shanteal Marcks
shanteal.marcks@centralsquare.com

Renewal Order #: Q-235698
Start Date: December 5, 2025
End Date: December 4, 2026
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
Landy Ducheine, IT Director
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011
(973) 340-4315

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Modifications Annual Maintenance Fee	3	300.00 USD
2.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	9,443.01 USD
3.	NaviLine Cash Receipts-Annual Maintenance Fee	1	6,786.13 USD
4.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	26,730.30 USD
5.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	14,676.36 USD
6.	NaviLine Work Orders/Facility Management Annual Maintenance Fee	1	0.00 USD

Renewal Order Total: 57,935.80 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

MORE INFORMATION AT CENTRAL SQUARE.COM

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: Renew “Annual Maintenance of Naviline Software”
Central Square

Amount of Project or Contract: \$57,935.80

1. Acct: #- 001-0604-416-70-52
PURCHASES – MAINT & LICENSE AGREEMENTS
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025 - 2026

Date of Certification: October 22, 2025

Certified: \$57,935.80

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-147

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1
FOR CONTRACT NO. 24-V-13 ENTITLED
"HOT MIX ASPHALT"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 24-V-13 entitled "Hot Mix Asphalt" (the "Contract") to Tilcon New York Inc. of Parsippany, New Jersey at PVWC's Commission Meeting on December 18, 2024, for a period two-years and not to exceed \$229,475.00 under Resolution No. 24-164; and

WHEREAS, Proposed Change Order No. 1 is required to pay for additional quantities for hot mix asphalt that was required due to the surge in Main Breaks during the months of December 2024, January and February 2025 under this Agreement to accommodate PVWC's increased demands, with a total increase of \$45,895.00, which brings the total adjusted Contract Price up to \$275,370.00; 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 A**;

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

1. That PVWC hereby authorizes and awards Change Order No. 1 to the terms as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute this Change Order as set forth hereinabove and implement the terms of this Change Order in accordance with this Resolution and the submissions provided in

connection herewith, and the Secretary of PVWC to attest to this Change Order No. 1 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

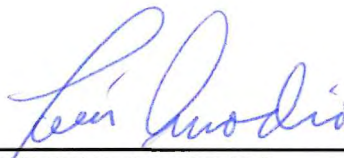


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 24-V-13 – Change Order No. 1
“Hot Mix Asphalt”
Tilcon New York

Amount of Project or Contract:

Initial Amount: \$229,475.00

Change Order No. 1 Increase of \$45,895.00

Change Order No. 1 Not to Exceed: \$275,370.00

1. Acct: # 001-3002-424-43-05
R & M Materials/Street Resurface
2. Specific Appropriation to which expenditures will be charged:
Budget: 2025 - 2027

Other comments: Change Order No. 1 – Increase of \$45,895.00
For a new Not to Exceed of \$275,370.00

Date of Certification: October 22, 2025

Amount Certified: \$275,370.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 25-148

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING PVWC TO PROCURE
ELECTRONIC BIDDING PLATFORM SERVICES FROM
PERISCOPE HOLDINGS INC., UTILIZING A
NATIONAL PURCHASING COOPERATIVE**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") has embarked on a project to procure a new electronic bidding platform program to deliver significantly increased business functionality, improve responsiveness to vendors, introduce substantial business improvements, and result in technology that can be embraced by PVWC's workforce and our vendors; and

WHEREAS, N.J.S.A. 40A:11-4-8 also known as the "Local Unit Electronic Procurement Act" permits local units to adopt electronic bidding platforms for the procurement of goods, services, public works construction and sale of surplus personal and real property; and

WHEREAS, PVWC recognizes the need and benefit of electronic bidding platforms and seeks to procure these services; and

WHEREAS, The Interlocal Purchasing System ("TIPS") Contract 230105 (the "Cooperative") shall be used for the procurement of these services; and

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

WHEREAS, PVWC has elected to procure the above-referenced services known as Bidnet Direct from Periscope Holdings Inc, of

Latham, New York (the "Awardee") under the Cooperative, with the total cost of services being \$69,903.04 for a period of three (3) years, as specified in **Exhibit A**; and

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

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

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-20.5, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

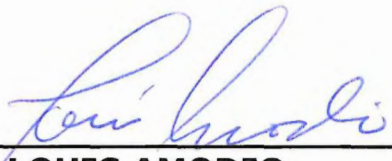


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

ORDER FORM

Customer Billing Information

Customer Name: Passaic Valley Water Commission

Billing Contact: Jim Mueller

Address: 1525 Main Avenue Clifton, NJ 07011

Phone Number: 973-340-4307

Clifton, NJ, 07011

Email Address: jmueller@pvwc.com

Contract and Payment Details

Contract Term: 3 Year(s)

Payment Method: Electronic Funds Transfer

Contract Start: 2025-10-24

Payment Terms: 30 days

Contract End: 2028-10-23

Billing Method: Electronic Invoice

Options:

Billing Frequency: Annual/ One time

Service Fees

		Included in		Quantity	Unit
		SaaS Price	Implementation Price		
Source	Sourcing Platform	Yes	Yes	6	Users
	Intake	Yes	No	unlimited	Users
	RFx Creation Team	Yes	Yes		
	Bid Evaluation	Yes	Yes		
	SSO	Yes	No		
Connect	Certification and Qualification Management	Yes	Yes		
	Supplier Performance Management	Yes	No		
Contract:	Contract Essential	Yes	Yes	unlimited	Users

Pricing Breakdown

Yearly SaaS Price

\$13,915.00

One-time Implementation Price

\$26,036.00

Yearly Pricing

Year 1

\$39,951.00

Year 2

\$14,610.75

Year 3

\$15,341.29

Travel & Expense

- Customer approval of any travel and living is required in advance of incurring costs. Customer will be responsible for travel and living expenses for the Supplier resources.

Payment Terms of Implementation Fees:

- Customer agrees to pay 50% of the Implementation Fees upon signing of this agreement.
- Customer Agrees to pay 50% of the implementation Fees upon implementation completion.

Payment Terms for Annual Fees:

- Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the TIPS # 230105 Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.



Implementation of Professional Services**Project Timeline**

- This project is budgeted for a duration of number (12) weeks from the project kick off meeting to the transition to customer support. Upon signature of Order, the work will be scheduled in an upcoming release and timeline communicated to Customer.

Project Assumptions

- Services will be delivered through 100% offsite resources and meetings.
- Product enhancements are changes to product functionality that require new software development and that the company adopts as part of the product offering. Only the enhancements are identified in this Order are included.
- If Customer requests changes to the Deliverable Details as identified herein, or additional enhancements, the Change Control Process will be used.
- Customer is responsible for the testing of enhancements upon deployment to UAT. Periscope Holdings Inc. will provide up to eight (8) hours services to support testing related questions. If Customer requests additional services, the Change Control process will be used.
- Only services to support rollout and testing of Deliverables detailed herein are included in this Order. If any additional services are requested by the Customer, the Change Control process will be used.
- This Order expires on October 24th, 2025.. If the Order is not signed by both parties by that date, a new Order will be required, and costs may be adjusted.
- All existing SLAs remain applicable,

Customer Responsibilities

- Assign a Project Manager that makes decisions on Customer's behalf with respect to schedule, configuration decisions, and coordinating meetings.
- Ensure adequate representation and participation of Customer staff in implementation services to ensure successful configuration decision making and knowledge transfer.
- Confirm the configured solution meets the Customer's needs and requirements through a comprehensive testing and validation process.
- Coordinate and conduct User Acceptance Testing.
- Plan and implement required business process and policy changes.
- The Customer is expected to provide the requested input and feedback consistent with the project schedule. Failure to do so may result in change orders affecting the project schedule and/or cost.
- Ensure time is reserved to complete training as per agreed project plan.

Company Responsibilities

- Manage Periscope Holdings Inc. resources and provide the personnel needed to support the enhancements.
- Assist the Customer in remediation of material defects.
- Ensure the configured solution meets the testing and validation requirements.
- Coordinate our participation in all meetings and training and make required staff and resources available, as required.



Change Control

In the event changes to the Order (“Changes”), become necessary or desirable to the Parties, a Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Order (a “Change Order”). The Change Order shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on any associated price.

Delivery Details

Sourcing Platform

- Manage the entire solicitation process, from publishing, interacting with suppliers, Q&A, amendments, receiving bids, monitoring, and tracking deadlines, with a full audit trail of the entire process and in-depth reporting.
- Implementation service provided:
 - Discovery of requirements (2 hours)
 - Configuration in Learn environment.
 - Configuration in production environment
 - Remote Training of Admin and Users (up to 4 hours)

RFX Creation

- Generate RFX and other solicitation documents, with dynamic multi-user collaboration, templates, clauses, approval workflows, notifications, etc.
- Implementation service provided:
 - Discovery of requirements
 - Configuration in production environment
 - Setting up first template while Training
 - Configuring up to 10 client fields
 - Configuring solicitation types and other associated fields
 - Remote Training – Admin and User



Bid Evaluation

- The Bid Evaluation service allows authorized users to evaluate bids online. Administrators can create a standard a library of standard questions. Managers can set up evaluations and invite evaluators as well as set up the process and track until completion.
- Implementation service provided:
 - Discovery of requirements (1 hour)
 - Configuration in production environment
 - Remote Training – Admin and User (2 hours)

Certification and Qualification Management

- The Certification and Qualification Management service facilitates supplier qualification by applying your own prequalification and certification criteria. Build and monitor your supplier database, including any diversity requirements, and limit follow-up costs.
- Implementation service provided:
 - Discovery of requirements.
 - Configuration in production environment of form, maximum of 1 form with 10 criteria
 - Remote Training – Admin and User (2 hours)

Contract Essential

- Contract Life-cycle management with notifications and tracking, unlimited document repository and reports, only available in the sourcing package.
- Implementation service provided:
 - Discovery of requirements (1 hour)
 - Configuration in production environment
 - Maximum of 10 fields and 10 contract types configured, your admin will be trained on how to self-administer and add more.
 - Remote Training – Admin and User (3 hours)

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their duly authorized representatives.

Passaic Valley Water Commission	Periscope Holdings Inc.
Signature	Signature
Name	Name
Title	Title
Date	Date

ORDER FORM

Customer Billing Information

Customer Name: Passaic Valley Water Commission

Billing Contact: Jim Mueller

Address: 1525 Main Avenue Clifton, NJ 07011

Phone Number: 973-340-4307

Clifton, NJ, 07011

Email Address: jmueller@pvwc.com

Contract and Payment Details

Contract Term: 3 Year(s)

Payment Method: Electronic Funds Transfer

Contract Start: 2025-10-24

Payment Terms: 30 days

Contract End: 2028-10-23

Billing Method: Electronic Invoice

Options:

Billing Frequency: Annual/ One time

Service Fees

		Included in		Quantity	Unit
		SaaS Price	Implementation Price		
Source	Sourcing Platform	Yes	Yes	6	Users
	Intake	Yes	No	unlimited	Users
	RFx Creation Team	Yes	Yes		
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	SSO	Yes	No		
Connect	Certification and Qualification Management	Yes	Yes		
	Supplier Performance Management	Yes	No		
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Pricing Breakdown

Yearly SaaS Price

\$13,915.00

One-time Implementation Price

\$26,036.00

Yearly Pricing

Year 1

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Year 2

\$14,610.75

Year 3

\$15,341.29



Travel & Expense

- Customer approval of any travel and living is required in advance of incurring costs. Customer will be responsible for travel and living expenses for the Supplier resources.

Payment Terms of Implementation Fees:

- Customer agrees to pay 50% of the Implementation Fees upon signing of this agreement.
- Customer Agrees to pay 50% of the implementation Fees upon implementation completion.

Payment Terms for Annual Fees:

- Customer agrees to pay annual fees upon access to system environment.

All payments shall be made in accordance with the terms and conditions of the TIPS # 230105 Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.



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

Description of Project or Contract: Procurement of "E-Bidding Platform Services"
from Periscope Holdings, Inc., under The Interlocal
Purchasing System

Amount of Project or Contract: \$69,903.04

1. Account: 001-0901-419-95-07
CAPITAL / COMPUTERS & SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025 - 2028

Other comments: Three years commencing in October 2025

Date of Certification: October 22, 2025

Amount Certified: \$69,903.04

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-149

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT 25-PA-12
ENTITLED "PROJECT MANAGEMENT OF
ELECTRONIC PROCUREMENT SYSTEM IMPLEMENTATION"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract 25-PA-12 entitled "Project Management of Electronic Procurement System Implementation"; and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for providing services for the project management of the implementation of PVWC's E-Bidding Platform with Periscope Holdings Inc.; and

WHEREAS, the firm of CGI Technologies, Inc., (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to on a Take-and-Pay, Time-and-Materials basis, not to exceed \$49,500.00 over a period of four (4) months, as stipulated Statement of Work ("SOW"); and

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq., and as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

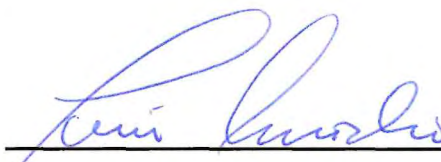


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:	Project 25-PA-12 "Project Management of Electronic Procurement System Implementation" CGI Technologies, Inc.
-------------------------------------	---

Project No. 25-PA-12
Not to Exceed \$49,500.00

1. Acct: # 001-0901-419-95-05
CAPITAL/OUTSIDE CONTRACTORS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025/2026

Other comments: Professional Services – Four Months

Date of Certification: October 22, 2025

Certified: \$49,500.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-150

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

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

WHEREAS, PVWC previously provided Stantec with a non-compensatory time extension to December 31, 2024 (Resolution #24-071) and a second non-compensatory time extension to December 31, 2025 (Resolution #25-023); and

WHEREAS, it is recommended that PVWC provide the Contractor with a third non-compensatory time extension to the existing contract from December 31, 2025 to December 31, 2026 to provide Contractor the additional time to complete contingency tasks associated with CIS and GIS and support and training as summarized in the Director of Finance's memorandum dated October 10, 2025 in **Exhibit A**;

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and

2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

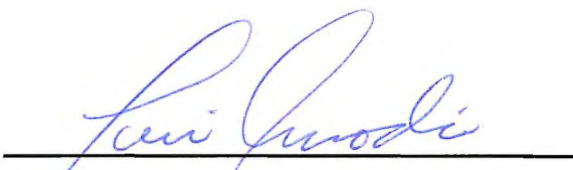


RUBY COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Passaic Valley Water Commission

Inter-office Memo

To: Lisa Bresemann, QPA

Date: October 10, 2025

From: Yitzchak Weiss, CFO

Re: Request to Extend Stantec Purchase Order to December 31, 2026

The Finance Department respectfully requests authorization from the Special Projects Committee to extend the term of the existing purchase order with Stantec Consulting Services, Inc. through December 31, 2026.

This extension is necessary to allow PVWC to fully utilize the funds previously allocated under the EAM Implementation Contingency for continued support services. Although the current purchase order is set to expire on December 31, 2025, several contingency items remain active and are anticipated to progress into 2026.

No additional funding is being requested at this time. The requested extension is solely to ensure that PVWC may continue to access the professional services already authorized under the existing purchase order and within the approved budget.

Please approve the extension of the Stantec purchase order through December 31, 2026, to allow for the proper completion of these ongoing support tasks.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Yitzchak Weiss', with a long horizontal flourish extending to the right.

Yitzchak Weiss, CPA
Chief Financial Officer

cc: Jim Mueller, Executive Director
Lisa Bresemann, Purchasing Director
Landy Ducheine, Director of IT

RESOLUTION # 25-151

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR PROJECT NO. 23-PE-11
ENTITLED "ENGINEERING SERVICES FOR REHABILITATION OF WATER TREATMENT
PROCESSES"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 23-PE-11 entitled "Engineering Services for Rehabilitation of Water Treatment Processes" (the "Project") to HDR Engineering, Inc. of Mahwah, New Jersey at PVWC's Commission Meeting on December 20, 2023, under Resolution No. 23-187 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$500,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to cover work on the following tasks: LOX at 60% design, Sulfuric Acid to develop a Basis of Design Report 50% complete, Chemical Building Improvements/Chemical Tank Capacity Evaluation 30% complete, Main Pump Station Cone Valve Replacement Design 60% complete, Chemical Fill Station Improvement Design 75% complete, Dry Polymer System Condition Assessment 75% complete, Intake Condition Assessment Planning 10% complete and Division 1 Spec Updates 25% complete with an additional increase of \$19,361.93 which brings the total adjusted Contract Price up to \$319,361.93; and

WHEREAS, the Supervising Engineer has reviewed HDR's Proposals for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved; and

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

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

1. That PVWC hereby authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract Change Order as set forth hereinabove and implement the terms of this Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract Change Order and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

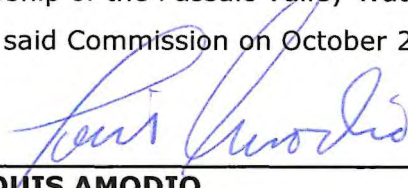


Secretary
RUBY N. COTTON

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No.: 23-PE-11 – Change Order No. 1
 “Engineering Services for Rehabilitation of Water
 Treatment Processes”
 HDR Engineering, Inc.

Amount of Project or Contract:

Change Order No. 1 Increase of \$19,361.93
Change Order No. 1 Not to Exceed: \$319,361.93

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

Other comments: Change Order No. 1 – Increase of \$19,361.93
 For a new Not to Exceed of \$319,361.93

Date of Certification: October 22, 2025

Amount Certified: \$319,361.93

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-152

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION PERMITTING PVWC TO SOLICIT PROPOSALS
FOR MEDICAL INSURANCE BROKER UTILIZING
COMPETITIVE CONTRACING**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, pursuant to N.J.S.A. 40A:11-3, in order to initiate competitive contracting the government body is required to pass a Resolution authorizing the purchase of specialized good or services as described in N.J.S.A. 40A:11-4.1; and

WHEREAS, the provisions of N.J.S.A. 40A:11-5 provide that the term of such contracts may extend for more than a period of one year; and

WHEREAS, there exists a need for a Medical Insurance Broker to provide brokerage services to the Commission; and

WHEREAS, Requests for Proposals (RFP) for competitive contracting are required to be advertised and conducted pursuant to the provisions of N.J.S.A. 40A:11-4.5; and

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

1. That the Qualified Purchasing Agent ("QPA") is authorized to use competitive contracting to solicit the services of a Medical Insurance Broker and that shall administer the competitive contracting procedures pursuant to N.J.S.A. 40A:11-5.
2. That an appropriate official of PVWC, on behalf of PVWC, 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.

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

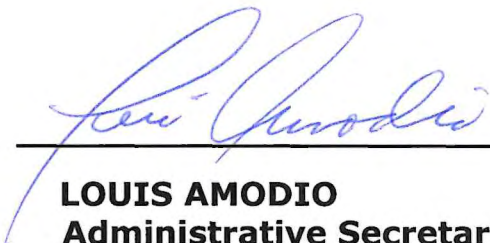


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-153

**RESOLUTION AUTHORIZING THE
PASSAIC VALLEY WATER COMMISSION
TO PROCURE PROPRIETARY NEPTUNE 360 SOFTWARE**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") seeks to renew a subscription for Neptune 360 Cloud Based Data Management Platform, which is a proprietary software that is the only software that supports the Neptune R900 meters and radio utilized by PVWC; and

WHEREAS, the annual cost for this software is \$79,376.45. Quotation QUO-234567-Y1Z9Y3 is attached hereto as **Exhibit A** and provides a breakdown of applications and related fees; and

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

WHEREAS, PVWC has elected to procure the above-referenced proprietary software system from Neptune Technology Group of Tallahassee, Alabama, (the "Awardee"), in the amount of \$79,376.45, a copy of the Financial Certification is attached hereto and made a part hereof as **EXHIBIT B**; and

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

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

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

1. That PVWC hereby awards a 12-month Contract for the procurement of the maintenance of Neptune's proprietary software system called Neptune 360 Cloud Based Data Management to the Awardee in connection with the above-described goods and services in the total amount of \$79,376.45; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.
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.

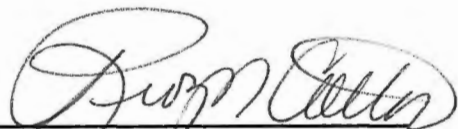
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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

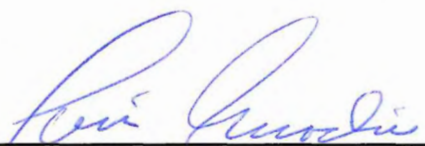


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



NEPTUNE TECHNOLOGY GROUP

1600 Alabama Highway 229 South,
Tallasse, AL 36078
Telephone: (800) 633-8754 Fax: (334) 283-7293
www.neptunetg.com

Quotation

Subscription Start Date: 1/1/2026
Subscription End Date: 12/31/2026

Document

Opportunity Number: B13066
Quote Number: QUO-234567-Y1Z9Y3

Customer : WATER COMMISSION POST OFFICE BOX 230 CLIFTON, NJ 07011 USA	Quoted For : Passaic Valley 1525 Main Avenue Clifton, NJ 07011 USA PIN: 102241 Site ID: 11770
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Customer Number 01625900	Salesperson: Greg Frey Mobile: ; Email: gfrey@neptunetg.com
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Part Number	Description	Asset Serial Number	Term Start Date	Term End Date	Subscription Duration	Quantity	Unit Price	Extended Price
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0226	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC300946	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021776	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003321	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC003311	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50

.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0228	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC304811	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021287	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC302600	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021777	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303438	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021778	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC3B0230	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000993	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE	PRF021608	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00

	ANN-MAINT POCKET PROREAD							
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303913	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303540	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303641	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021612	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000995	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021109	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303440	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC303796	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000956	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50

.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021779	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021780	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-003	N_SIGHT MOBILE HARDWARE ANN-MAINT POCKET PROREAD	PRF021775	1/1/2026	12/31/2026	1.00	1	\$218.00	\$218.00
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC304544	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13721-008	N_SIGHT MOBILE HARDWARE ANN-MAINT R900 BC TRANSC	BC000958	1/1/2026	12/31/2026	1.00	1	\$453.50	\$453.50
.13980-308	NEPTUNE 360 FNET CELL SaaSPF TR 8 50001-100000		1/1/2026	12/31/2026	0.96	40	\$5.18	\$207.20
.14099-118	NEPTUNE 360 SUBSCRIPTION AMI TIER 8, 50001-100000		1/1/2026	12/31/2026	1.00	15,165	\$1.82	\$27,600.30
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401821	1/1/2026	12/31/2026	1.00	1	\$1,000.00	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401817	1/1/2026	12/31/2026	1.00	1	\$1,000.00	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS R900 GW DATA COLLECTOR	GPV401814	1/1/2026	12/31/2026	1.00	1	\$1,000.00	\$1,000.00
.13727-001	ANNUAL MAINT CONTRACTS	GPV401807	1/1/2026	12/31/2026	1.00	1	\$1,000.00	\$1,000.00

	R900 GW DATA COLLECTOR							
.14099-108	NEPTUNE 360 SUBSCRIPTION AMR TIER 8, 50001-100000		1/1/2026	12/31/2026	1.00	56,573	\$0.65	\$36,772.45

Subtotal:

\$79,376.45

Plus applicable taxes.

Comments:
Thank you for the opportunity to provide pricing. For more details on Neptune Technology Group and our products, please contact your TM or visit our website at www.neptunetg.com.

This quote is valid for 30 days, acceptance will require a valid Purchase Order (PO) number. Neptune Terms and Conditions of Sale and/or Master Services Agreement will apply. Refusal or cancellation may result in a cancellation fee.

Thank You

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 Proprietary Neptune 360 Software
Neptune Technology Group

Amount of Project or Contract: \$79,376.45

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

Date of Certification: October 22, 2025

Certified: \$79,376.45

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-154

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE THE SALE OF ITS SURPLUS PERSONAL
PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ON-LINE
AUCTION WEBSITE**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, Passaic Valley Water Commission ("PVWC") is the owner of certain miscellaneous materials, vehicles, and equipment ("Surplus Personal Property") which PVWC has determined are no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of Surplus Personal Property no longer needed for public use through the use of an on-line auction service; and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, a Public Notice (legal newspaper advertisement) informing the public as to the nature of the Surplus Personal Property being sold and how to obtain more information on the sale, will be published (and placed on PVWC's website), within the required time frames, and a copy of the Public Notice (with a general description of the Surplus Personal Property to be included in the auction) is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, pursuant to the Passaic County Cooperative Contract, PVWC will utilize the on-line services of GovDeals, Inc., 100 Capitol Commerce Blvd., Montgomery, AL 36117, Phone: (866) 377-1494; Fax: (334) 387-0519 located at www.GovDeals.com for conducting the sales; and

WHEREAS, the terms and conditions of the agreement entered into between GovDeals and PVWC, along with the agreed-to compensation to GovDeals, are available at www.GovDeals.com and a copy of the said agreement is on file and available for inspection at the office of the Administrative Secretary of PVWC; and

WHEREAS, the scheduled date and time for the auction, with items and/or groups of items as applicable, shall be as set forth in the Public Notice; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, sales shall be held not less than seven (7) days, nor more than fourteen (14) days after the latest publication of the Public Notice; and

WHEREAS, all sales will be made to the highest bidder, all sales shall be final, and all Surplus Personal Property will be sold "As Is-Where Is", free from any guarantee or warranty; and

WHEREAS, all Surplus Personal Property purchased will be required to be removed by the successful bidder(s) from PVWC's premises within ten (10) business days of the close of the auction, and any and all Surplus Personal Property not sold at the auction (or removed by the successful bidders within the stipulated time frame) shall subsequently be properly disposed of by PVWC personnel; and

WHEREAS, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids.

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

1. PVWC is hereby authorized to sell the Surplus Personal Property as generally described and set forth in the Public Notice attached hereto as **Exhibit A**, utilizing the on-line auction website entitled www.GovDeals.com; and
2. Said Public Notice shall be published in a newspaper circulating in the member municipalities of PVWC no earlier than seven (7) days nor no later than fourteen (14) days prior to said sale; and
3. That the appropriate officials and employees of the Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith.

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

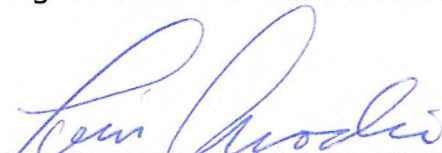


RUBY N. COTTON
Secretary

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

SCHEDULE OF SURPLUS PROPERTY

List of Auction Items:

Vehicles:

2003 Ford Rack Truck
1996 International Flatbed
2003 Ford Pickup Utility
2002 GMC Heavy Duty Dump Truck
2002 GMC Heavy Duty Dump Truck
2007 GMC Dump Truck
2012 Ford SUV
2011 Ford Pickup
2007 John Deere 410G
1994 Hyster H50xm

VIN/SERIAL NUMBER

VIN# 1FDXW47S93ED00411
VIN# 1HTSCAAN4TH361658
VIN# 1FDNF20L33ED00421
VIN# 1GDP7H1C22J503877
VIN# 1GDP7H1C72J503941
VIN# 1GDE4C1997F422716
VIN# 1FMCU9DGZCKC70218
VIN# 1FTBF3B67BEB66869
VIN# t0410gx963050
VIN# D177b12337r

Trailers:

2001 Mid Atlantic Trailer MAGT510
2003 Mid Atlantic Trailer

VIN/SERIAL NUMBER

VIN# 5ANNA10181R006500
VIN# 5ANNA12123R015841

RESOLUTION # 25-155

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR CONTRACT 24-PE-02 ENTITLED "PROFESSIONAL SERVICES FOR DEVELOPMENT OF STANDARD OPERATING PROCEDURES FOR PVWC SECURITY PROGRAM"

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 24-PE-02 entitled "Professional Services for Development of Standard Operating Procedures for PVWC Security Program" (the "Project") to Gannett Fleming, Inc. ("GFT") of Newark, New Jersey at PVWC's Commission Meeting on March 27, 2024 under Resolution No. 24-042 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$118,996.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to allow GFT to assist PVWC in developing evaluation criteria, reviewing resumes, and participating in the interview process for a new Security Manager position under the existing Allied Universal security contract with an additional increase of \$10,350.00 which brings the total adjusted Contract Price up to \$129,346.00; and

WHEREAS, the Chief Operating Officer has reviewed GFT's Proposal for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved and a copy of the said proposal is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the additional work will require time extension to the existing contract to **December 31, 2025**; and

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

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

1. That PVWC hereby authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract Change Order as set forth hereinabove and implement the terms of this Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract Change Order and such other officers, employees and officials of PVWC are hereby

- authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That 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>	—	—	—
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

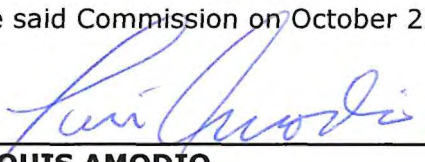


Secretary
RUBY N. COTTON

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



October 6, 2025

Passaic Valley Water Commission
Executive Director
1525 Main Avenue
Clifton, NJ 07011

**Security and Emergency Management Program Development
Reference Project. No. 24-PE-02**

Dear Mr. Mueller:

To enhance performance and continue to improve the Security Program the Passaic Valley Water Commission (PVWC) made the decision to hire a Security Manager through the existing contract with Allied Universal. The purpose is to establish a single point of responsibility for management of the Security Program that will provide operational management and leadership of the security function to effectively address security risks. The role requires an experienced security professional with the demonstrated experience to articulate, assess, implement and communicate security and risk strategies across PVWC.

The GFT team developed the following scope of work and cost proposal to continue supporting PVWC by applying our security officer industry expertise in meeting the goal of choosing the most effective Security Manager that fits within the PVWC organization and culture. Security, like every other internal department function within PVWC, requires active management to address new threats and vulnerabilities and to maintain security measures and systems.

Scott Workman, CPP, PSP, will serve as PVWC's primary security advisor during the selection process. Kandace Jennings, PMP, RIMS-CRMP, will support the effort as the risk management subject matter expert.

We appreciate this opportunity to continue as your trusted Risk, Resilience, and Security advisor, implementing the Security Program. Should you have any questions or require additional information to support your decision on the additional scope, please do not hesitate to contact Scott Workman at rworkman@gftinc.com | 720.201.6277 or myself at mvandermandele@gftinc.com | 315.750.5443.

Sincerely,

GFT

McEwan van der Mandele, CPP
Vice President

Introduction

This scope of work (SOW) outlines the specific tasks and responsibilities for assistance in the selection of the PVWC Security Manager.

Proposed Scope of Services

Task 1: Support Security Manager Selection.

Advise and assist in the selection of a full-time Security Manager Position within PVWC Leadership through the current Allied Universal security contract. The selection panel should be confident that the security provider has the know-how and industry expertise to consistently implement and execute the contracted position at a high level. GFT will:

- 2.1 Coordinate the development of the criteria to ensure Allied Universal (AU) selects the most qualified individual to perform the duties as the PVWC Security Manager.
- 2.2 Advise and assist the AU/PVWC selection panel in developing evaluation criteria and in reviewing various factors in offered resumes to determine whether an individual possesses the required knowledge, skills, and abilities for the position.
- 2.3 Assist and advise PVWC on the AUS implementation plan.

Deliverables:

1. Security Manager selection and implementation process advice and assistance.

Key Personnel

Key personnel for activities identified under this proposed task order from GFT are as follows:

- Scott Workman, CPP, PSP – Security Lead
- Kandace Jennings, PMP, RIMS-CRMP – Risk Lead

Cost Proposal

Based on the Scope of Work, we are offering a Not-to-Exceed price of **\$10,350**. Rates reflected are from the current contract. Please find our pricing which will remain valid through the end of 2025.

Role	Rate	Hours	Total
Security Lead	\$216.00	40	\$8,640
Risk & Resilience Lead	\$171.00	10	\$1,710
Total		50	\$10,350

One Tower Center Boulevard • Suite 801 • East Brunswick, NJ 08816 • P: 732-699-6291

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No.: 24-PE-02 – Change Order No. 1
 “Professional Services for Development of Standard
 Operating Procedures for PVWC Security Program”
 Gannet Fleming

Amount of Project or Contract:

Change Order No. 1 Increase of \$10,350.00
Change Order No. 1 Not to Exceed: \$129,346.00

1. Acct: # 001-3002-424-72-21
BUDGET – SERVICES/OUTSIDE CONTRACTORS
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025

Other comments: Change Order No. 1 – Increase of \$10,350.00
For a new Not to Exceed of \$129,346.00

Date of Certification: October 22, 2025

Amount Certified: \$129,346.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 25-156

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 2 FOR CONTRACT NO. 23-PE-03 ENTITLED "ENGINEERING SERVICES FOR REFINEMENT OF STANDARD OPERATING PROTOCOLS FOR THE ENGINEERING AND DISTRIBUTION DEPARTMENTS"

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 23-PE-03 entitled "Engineering Services for Refinement of Standard Operating Protocols for the Engineering and Distribution Departments" (the "Project") to CME Associates ("CME") of Parlin, New Jersey at PVWC's Commission Meeting on December 20, 2023 under Resolution No. 23-182 with a contract extension on November 25, 2024 under Resolution No. 24-149 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$125,000.00; and

WHEREAS, PVWC issued Change Order No. 1 to finalize water system application procedures and continue the development of Rules and Regulations with an additional increase of \$65,000.00 which brought the total adjusted Contract Price up to \$190,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 2 to finalize the development of Rules and Regulations with an additional increase of \$25,000.00 which brings the total adjusted Contract Price up to \$215,000.00; and

WHEREAS, the Chief Engineer has reviewed CME's Proposal for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved and a copy of the said proposal 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 a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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

1. That PVWC hereby authorizes Change Order No. 2 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>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

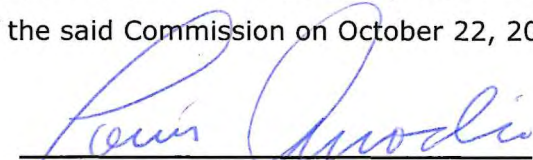


Secretary
RUBY N. COTTON

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



1 Tower Center Blvd.
20th Floor
East Brunswick, NJ 08816
732.727.8000 ☎
www.cmeusa1.com 🌐

**GENERAL ENGINEERING
AUTHORIZATION FOR PROFESSIONAL SERVICES**

OWNER: Passaic Valley Water Commission

PROJECT: Engineering Services for Refinement of Standard Operating Protocols
for The Engineering and Distribution Departments

PVWC PROJECT NO. : 23-PE-03

CME FILE NO. : 115.VW00016.P02

DATE OF REQUEST: October 8, 2025

Engineering Services for SOP's

In accordance with your request, we are submitting an estimate of the project costs associated with the Updates to the Rules and Regulations for the Passaic Valley Water Commission.

Thank you for considering our Firm for the above referenced work and allowing us to submit this proposal.

UPDATE OF RULES AND REGULATIONS

We understand the scope of work for the proposed services includes a continuation of professional engineering services associated with revising and updating the Passaic Valley Water Commission's Rules and Regulations. This proposal has been developed based on discussions with the Commission and an anticipated contract extension date of December 31, 2025. It is anticipated that in addition to the below referenced scope of work, CME will meet with the Commission on a bi-weekly basis to review the overall progress.

CME Associates will continue to assist the Passaic Valley Water Commission with the ongoing updates to its Rules and Regulations. At present, six sections remain to be revised and reviewed in coordination with the Commission. It is anticipated that this effort will require approximately two additional months to complete.



Mr. James Muller
Passaic Valley Water Commission
Re: Engineering Services for SOP's

October 8, 2025
Our File No. 115.VW00016.P02
Page 2

COST PROPOSAL

Our office has considered all the elements of the work, and our Firm has the capabilities of providing the engineering-related services associated with the project. We have estimated the cost for said services based upon the required task.


Accordingly, based upon the above outlined Scope of Services, we have estimated, for budgetary purposes, the cost for providing the associated services for the project at **\$25,000.00**.

SUMMARY

Our hourly rates shall be firm until January 1, 2026 after which they may be subject to re-negotiation. In accordance with State requirements, the Commission has our Affirmative Action Statement, Business Registration Certificate and Rate Schedule on file.

Thank you for permitting our Firm to submit this proposal and we look forward to continuing to serve the Commission. Should you have any questions concerning this matter, please do not hesitate to contact this office.

Approved:



CME Associates

Date

October 8, 2025

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

Description of Project or Contract: Project No.: 23-PE-03 – Change Order No. 2
“Engineering Services for Refinement of Standard
Operating Protocols for the Engineering and
Distribution Departments”
CME Associates of Parlin, NJ

Amount of Project or Contract:

Change Order No. 2 Increase of \$25,000.00
Change Order No. 2 Not to Exceed: \$215,000.00

1. Acct: # 001-0301-413-31-01
PROFESSIONAL SERVICES/ENGINEERING
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025

Other comments: Change Order No. 2 – Increase of \$25,000.00
For a new Not to Exceed of \$215,000.00

Date of Certification: October 22, 2025

Amount Certified: \$215,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

RESOLUTION # 25-157

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT 25-B-07 ENTITLED "PATERSON WATER METER REPLACEMENT
PROGRAM"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 25-B-07 entitled "Paterson Water Meter Replacement Program" (the "Project") to National Metering Services, Inc. ("NMS") of Kearny, New Jersey at PVWC's Commission Meeting on June 25, 2025 under Resolution No. 25-099 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$2,970,394.32; and

WHEREAS, Change Order No. 1 is a no cost change order to modify Bid Items No. 2A, 2B and 3 to correct the water meter size procured, installed and tested at no change to the contract price; and

WHEREAS, the Chief Engineer has reviewed the State of New Jersey Contract Modification Proposal and Acceptance Form No. CCS-002 for making proposed contract modification and a copy of the said form is attached hereto and made a part hereof as **Exhibit A**.


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

1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

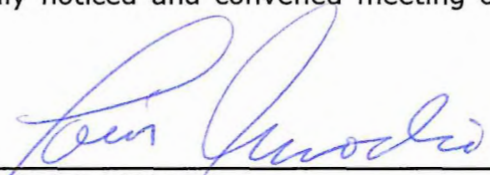


Secretary
RUBY N. COTTON

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 October 22, 2025.




LOUIS AMODIO
Administrative Secretary


EXHIBIT A

1. ISSUING OFFICE PASSAIC VALLEY WATER COMMISSION		2. PROJECT NO. 1605002-033	3. CONTRACT NO. SCE-R13226.A01	4. MODIFICATION NO. 1
5. TO (CONTRACTOR) NATIONAL METERING SERVICES, INC. 163 SCHUYLER AVENUE KEARNY, NEW JERSEY 07032			6. PROJECT LOCATION AND DESCRIPTION PATERSON WATER METER REPLACEMENT PROGRAM CITY OF PATERSON COUNTY OF PASSAIC, NEW JERSEY 07011	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).				
10/08/2025		ANNA F. SANTINO, PE PROJECT MANAGER		
Date		Type Name and Title		Signature
8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: Change Order No.1 includes additional quantities for three (3) items, 2.2A, 2.2B, 3.2: Procure Water Meter, 5/8" X 3/4" Water Meter, Install Water Meter, 5/8" X 3/4" Water Meter and Certified Exit Testing for 5/8" X 3/4" Water Meter, as well as reduced quantities for three (3) items, 2.1A, 2.1B, 3.1: Procure Water Meter, 5/8" Water Meter, Install Water Meter, 5/8" Water Meter and Certified Exit Testing for 5/8" Water Meter. These items address the necessary procurement of additional 5/8" X 3/4" Water Meters, as well as the reduced amount of 5/8" Water Meters due to the updated customer database provided by the client.				
As a result of the above, the contract price is revised as follows:				
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE TOTAL COST
ADDITIONAL QUANTITIES				
2.2A	Procure Water Meter, 5/8" X 3/4" Water Meter	EA	4690	\$ 308.21 \$ 1,445,504.90
2.2B	Install Water Meter, 5/8" X 3/4" Water Meter	EA	4690	\$ 96.00 \$ 450,240.00
3.2	Certified Exit Testing for 5/8" X 3/4" Water Meter	EA	4690	\$ 2.00 \$ 9,380.00
SUBTOTAL ADDITIONAL QUANTITIES:				\$ 1,905,124.90
SUPPLEMENTAL ITEMS				
N/A				\$ - \$ -
SUBTOTAL SUPPLEMENTAL ITEMS:				\$ -
REDUCED QUANTITIES				
2.1A	Procure Water Meter, 5/8" Water Meter	EA	-4690	\$ 308.21 \$ (1,445,504.90)
2.1B	Install Water Meter, 5/8" Water Meter	EA	-4690	\$ 96.00 \$ (450,240.00)
3.1	Certified Exit Testing for 5/8" Water Meter	EA	-4690	\$ 2.00 \$ (9,380.00)
SUBTOTAL REDUCED QUANTITIES:				\$ (1,905,124.90)
TOTAL COST OF THIS MODIFICATION: 90.00				
The contract time is hereby: increased <input type="checkbox"/> decreased <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by 0 calendar days as a result of this modification.				
The foregoing modification is hereby accepted:				
 CONTRACTOR		 OWNER		(NJPE SEAL) 
BY: STEVE SANZARI CONTRACTOR NAME		BY: Patrick Porcaro CLIENT NAME		BY: ANNA F. SANTINO, PE SUBURBAN CONSULTING ENGINEERS, INC.
DATE: 10/3/25		DATE: 10/9/2025		DATE: 10/08/2025
APPROVAL: _____ STATE OF NEW JERSEY _____ DATE _____				

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE	10. PROJECT NO.	11. CONTRACT NO.	12. MODIFICATION NO.
PASSAIC VALLEY WATER COMMISSION	1605002-033	SCE-R13226.A01	1
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE			
(Detailed breakdown, attach additional sheets as necessary)			
(Proposed) See attached backup.			
NET INCREASE		NET DECREASE	CALENDAR DAYS INCREASE
\$ -		\$ -	0 DAYS
DATE:	TYPE NAME AND TITLE:		SIGNATURE:
10/07/2025	Steve Sanzari / President Northeast Operations		

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE AND PROJECT NO. PASSAIC VALLEY WATER COMMISSION 1605002-033		15. CONTRACT NO. SCE-R13226.A01	16. MODIFICATION NO. 1
17. ORIGINAL CONTRACT BID PRICE		\$	2,970,394.32
TOTAL OF PREVIOUS CHANGE ORDERS		\$	-
TOTAL AMOUNT OF THIS CHANGE ORDER		\$	-
TOTAL CONTRACT COST INCLUDING ALL CHANGE ORDERS		\$	2,970,394.32
ORIGINAL CONTRACT COMPLETION DATE		5/15/2027	
ORIGINAL CONTRACT TIME		670	
TOTAL OF PREVIOUS CHANGE ORDERS		0	
TOTAL AMOUNT OF THIS CHANGE ORDER		0	
REVISED CONTRACT TIME		670	
REVISED CONTRACT COMPLETION DATE		5/15/2027	
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS See above description.			
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None			
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) Refer to bid tab and updated database backup attachment.			
DATE: 10/08/2025	TYPE NAME AND TITLE OF LOANEES REPRESENTATIVE: ANNA F. SANTINO, PE PROJECT MANAGER		SIGNATURE: 

RESOLUTION # 25-158

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT 25-B-08 ENTITLED "CLIFTON WATER METER REPLACEMENT
PROGRAM"**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, PVWC awarded Contract No. 25-B-08 entitled "Clifton Water Meter Replacement Program" (the "Project") to MeterTek Utility Services, Inc. ("MUS") of Kenilworth, New Jersey at PVWC's Commission Meeting on June 25, 2025 under Resolution No. 25-098 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$2,006,220.00; and

WHEREAS, Change Order No. 1 is a no cost change order to modify Bid Items No. 2A, 2B and 3 to correct the water meter size procured, installed and tested at no change to the contract price; and

WHEREAS, the Chief Engineer has reviewed the State of New Jersey Contract Modification Proposal and Acceptance Form No. CCS-002 for making proposed contract modification and a copy of the said form is attached hereto and made a part hereof as **Exhibit A**.


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

1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work for the Project as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

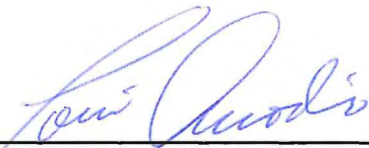


Secretary
RUBY N. COTTON

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

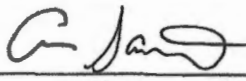


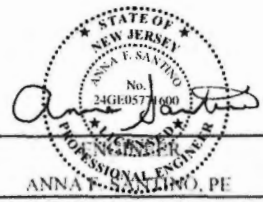
CERTIFICATION


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 October 22, 2025.




LOUIS AMODIO
Administrative Secretary

EXHIBIT A

1. ISSUING OFFICE PASSAIC VALLEY WATER COMMISSION		2. PROJECT NO. S340322-03	3. CONTRACT NO. SCE-R13226 A02	4. MODIFICATION NO. 1
5. TO (CONTRACTOR) METERTEK UTILITY SERVICES, INC 20 LAFAYETTE PLACE KENILWORTH, NEW JERSEY 07033			6. PROJECT LOCATION AND DESCRIPTION CLIFTON WATER METER REPLACEMENT PROGRAM CITY OF CLIFTON COUNTY OF PASSAIC, NEW JERSEY 07011	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed)				
10/08/2025		ANNA F. SANTINO, PE PROJECT MANAGER		
Date		Type Name and Title		Signature
8. DESCRIPTION OF CHANGE Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: Change Order No 1 includes additional quantities for three (3) items, 2.2A, 2.2B, 3.2. Procure Water Meter, 5/8" X 3/4" Water Meter, Install Water Meter, 5/8" X 3/4" Water Meter and Certified Exit Testing for 5/8" X 3/4" Water Meter, as well as reduced quantities for three (3) items, 2.1A, 2.1B, 3.1. Procure Water Meter, 5/8" Water Meter, Install Water Meter, 5/8" Water Meter and Certified Exit Testing for 5/8" Water Meter. These items address the necessary procurement of additional 5/8" X 3/4" Water Meters, as well as the reduced amount of 5/8" Water Meters due to the updated customer database provided by the client.				
As a result of the above, the contract price is revised as follows				
ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE TOTAL COST
ADDITIONAL QUANTITIES				
2.2A	Procure Water Meter, 5/8" X 3/4" Water Meter	EA	3960	\$ 256.00 \$ 1,013,760.00
2.2B	Install Water Meter, 5/8" X 3/4" Water Meter	EA	3960	\$ 101.00 \$ 399,960.00
3.2	Certified Exit Testing for 5/8" X 3/4" Water Meter	EA	3960	\$ 7.00 \$ 27,720.00
SUBTOTAL ADDITIONAL QUANTITIES:				\$ 1,441,440.00
SUPPLEMENTAL ITEMS				
N/A				\$ - \$ -
SUBTOTAL SUPPLEMENTAL ITEMS:				\$ -
REDUCED QUANTITIES				
2.1A	Procure Water Meter, 5/8" Water Meter	EA	-3960	\$ 256.00 \$ (1,013,760.00)
2.1B	Install Water Meter, 5/8" Water Meter	EA	-3960	\$ 101.00 \$ (399,960.00)
3.1	Certified Exit Testing for 5/8" Water Meter	EA	-3960	\$ 7.00 \$ (27,720.00)
SUBTOTAL REDUCED QUANTITIES:				\$ (1,441,440.00)
TOTAL COST OF THIS MODIFICATION: \$0.00				
The contract time is hereby increased <input type="checkbox"/> decreased <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by _____ calendar days as a result of this modification.				
The foregoing modification is hereby accepted				
 CONTRACTOR		 OWNER		(NJPE SEAL) 
BY CHRISTINA LOOR METERTEK UTILITY SERVICE, INC.		BY Patrick Porcaro CLIENT NAME		BY ANNA F. SANTINO, PE SUBURBAN CONSULTING ENGINEERS, INC.
DATE 10/07/2026		DATE 10/9/2025		DATE 10/08/2025
APPROVAL				
STATE OF NEW JERSEY			DATE	

9. ISSUING OFFICE PASSAIC VALLEY WATER COMMISSION	10. PROJECT NO. S340322-03	11. CONTRACT NO. SCE-R13226.A02	12. MODIFICATION NO. 1
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
<div>(Proposed) See attached backup.</div>			
NET INCREASE \$ _____		NET DECREASE \$ _____	CALENDAR DAYS INCREASE 0 DAYS
DATE: 10/07/2025	TYPE NAME AND TITLE: Christina Loo - President		SIGNATURE: 

14. ISSUING OFFICE AND PROJECT NO. PASSAIC VALLEY WATER COMMISSION S340322-03		15. CONTRACT NO. SCE-R13226.A02	16. MODIFICATION NO. 1
17. ORIGINAL CONTRACT BID PRICE			\$ 2,006,220.00
TOTAL OF PREVIOUS CHANGE ORDERS			\$ -
TOTAL AMOUNT OF THIS CHANGE ORDER			\$ -
TOTAL CONTRACT COST INCLUDING ALL CHANGE ORDERS			\$ 2,006,220.00
ORIGINAL CONTRACT COMPLETION DATE			1/6/2027
ORIGINAL CONTRACT TIME			520
TOTAL OF PREVIOUS CHANGE ORDERS			0
TOTAL AMOUNT OF THIS CHANGE ORDER			0
REVISED CONTRACT TIME			520
REVISED CONTRACT COMPLETION DATE			1/6/2027
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS See above description.			
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None			
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) Refer to bid tab and updated database backup attachment.			
DATE: 10/08/2025	TYPE NAME AND TITLE OF LOANEES REPRESENTATIVE: ANNA F. SANTINO, PE PROJECT MANAGER		SIGNATURE: 

RESOLUTION NO. 25-159

PASSAIC VALLEY WATER COMMISSION

**APPROVAL OF EMERGENCY CERTIFICATION
AUTHORIZING REPLACEMENT OF THE LEVINE
RESERVOIR INLET LINE**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, the Passaic Valley Water Commission (PVWC) owns and operates the Levine Reservoir, which receives water from the Industrial Loop through a 24- to 48-inch diameter inlet main originally installed circa 1910; and

WHEREAS, in October of 2025, during inspection of the Levine Reservoir Inlet Line, it was discovered that approximately 1,000 linear feet of the water main is severely deteriorated; and

WHEREAS, the deterioration includes exposed sections of pipe at the ground surface, excessive vegetative growth and tree growth directly over the alignment, compromised joints and an active leak; and

WHEREAS, these conditions represent an imminent threat to PVWC's ability to maintain continuous delivery of finished drinking water to the Levine Reservoir, which supplies the 180-gradient of PVWC's distribution system; and

WHEREAS, failure of the inlet main could result in an unplanned outage, flooding and interruption of drinking-water service to large portions of PVWC's customers; and

WHEREAS, PVWC is presently undertaking the Levine Reservoir Improvements Project, and replacement of the inlet line while the reservoir is temporarily out of service will minimize operational disruption and avoid significant additional cost and risk; and

WHEREAS, PVWC has determined that immediate replacement of

the inlet line is necessary to protect public health, safety, and the water supply; and

WHEREAS, the replacement work will be performed along the existing water main alignment by J. Fletcher Creamer & Son, Inc. through a change order to the existing Levine Reservoir construction contract; and

WHEREAS, in the opinion of the Supervising Engineer and the Executive Director, that the conditions constitute an emergency affecting the immediate health, safety or welfare of the public, and require an immediate performance of services and procurement of necessary goods and services as a result of the emergency; and

WHEREAS, the Supervising Engineer has executed an Emergency Certification dated October 17, 2025, documenting the deteriorated condition of the existing inlet line and recommending that the work proceed under emergency authorization pursuant to N.J.S.A. 40A:11-6 is attached hereto and made a part hereof **Exhibit A**; and

WHEREAS, the aggregate expected cost of the required goods and services provided to remedy the emergency (which exceeded PVWC's stipulated threshold of \$53,000.00 required for public bidding) is \$2,123,077.00; and

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:11-6, Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Authorizes and/or ratifies the action taken by the Supervising Engineer, based on the documentation incorporated herein, confirming the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law; and
2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this resolution, and hereby authorizes the


appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such additional 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.

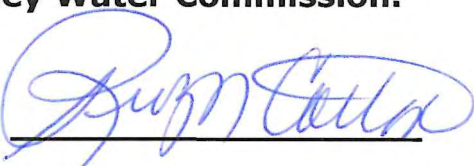
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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
RIGO SANCHEZ**

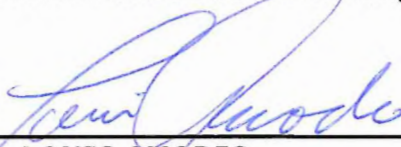


**Secretary
RUBY COTTON**

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 October 22, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

EXHIBIT A

Certification of Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission

I, **Julie Alesandrelli, PE**, certify to the following statements:

1. I am a Supervising Engineer for the Passaic Valley Water Commission ("PVWC"). I make this Certification in support of the use of emergency authorization procedures for replacement of the inlet water line to the Levine Reservoir, which conveys water from the Industrial Loop to the Levine Reservoir.

2. PVWC had originally planned to install a structural liner within the existing inlet line and that work was delayed.

3. During a recent inspection of the existing inlet line, ranging in size from 24" to 48" diameter, it was discovered that approximately 1,000 linear feet is severely deteriorated.

4. The deterioration of the 24-inch to 48-inch diameter water main installed circa 1910 includes exposed sections of the pipe at the ground surface, excessive vegetation growing directly over the pipe alignment, compromised pipe joints and active leakage.

5. These conditions present an imminent threat to PVWC's ability to maintain continuous delivery of finished drinking water to the Levine Reservoir, which supplies drinking water to the 180 gradient of the water distribution system.

6. Due to these emergent conditions and the ongoing construction of the Levine Reservoir Improvements Project, PVWC determined that immediate replacement of the inlet line is necessary to protect public health, safety and the water supply. Any failure of this water main could result in an unplanned outage, flooding and loss of service to large portions of PVWC's customers.

7. A buried water main will be installed along the existing alignment at a cost of \$2,123,077, to be performed by J. Fletcher Creamer & Son through a change order to the existing Levine Reservoir construction contract.

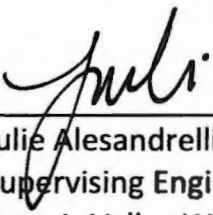
8. PVWC intends to install this work during a planned, temporary outage of the reservoir to minimize operational disruption. Deferral of this replacement until after the reservoir returns to service would create substantial risk of failure and interruption to the drinking water supply.

9. PVWC would never meet the Deadline for temporary removal of the reservoir from service if it had to issue a public bid for this work because the bid will result in losing a minimum of four to six weeks before a contract can be awarded, and only then would we expect the winning bidder to start the process of ordering and installing the Work.

10. In accordance with N.J.S.A. 40A:11-6, the circumstances constitute a bona fide emergency affecting the public health, safety and welfare. The work therefore qualifies for emergency procurement procedures without public bidding.

11. Additionally, Counsel for PVWC has reviewed the applicability of Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and determined that immediate underground emergency repair work of this nature is exempt from prior review under 36 C.F.R. § 800.12(d), as it constitutes an emergency action necessary to preserve property and protect drinking water quality.

12. Based on the foregoing, I certify that the emergency replacement of the Levine Reservoir Inlet Line is necessary and in the public's best interest, and recommend proceeding with emergency authorization under N.J.S.A. 40A:11-6.



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission

Date: 10/17/2025

MEMORANDUM

TO: Passaic Valley Water Commission
FROM: Castano Quigley Cherami LLC
DATE: October 16, 2025
RE: Emergency Drinking Water Pipe Repairs Exempt from Section 106 Review

Factual Summary

By e-mail dated October 9, 2025, this firm was advised of the Passaic Valley Water Commission's ("PVWC") need to replace approximately 1000 LF of its 24 to 48 inch water main from the inlet of the Levine Reservoir to a point near McBride Avenue, under lands owned by the City of Paterson in Upper Raceway Park. We were further advised the water main is exposed in areas, has tree growth over it in some areas that, coupled with the age of the pipe, will require cutting into the existing water main and installing a new water main, buried at a depth of approximately three to four feet in the same layout as the existing water main.

We were advised the PVWC has a pre-existing easement for the water main and that the site will be restored at the conclusion of the repair work. We were advised the PVWC intends to have the Levine Reservoir contractor undertake this repair work as soon as possible, while the reservoir is out of service, to minimize disruptions in drinking water service to residents.

Issue

An issue has arisen as to whether the above-described emergency repair work is subject to a review pursuant to Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108, by the New Jersey State Historic Preservation Office ("NJSHPO"), or other similar local or federal agencies.

Resolution

The administrative regulations governing Section 106, at 36 C.F.R. 800.12(d), contemplate "emergency situations" and provide:

Immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of section 106 and this part.

In our opinion, the above-described proposed emergency repairs undertaken underground to protect the drinking water quality falls within the Section 106 exemption thereby obviating the need for any pre-review by NJSHPO or other agencies.

RESOLUTION NO. 25-160

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
OFFICE FURNITURE FOR THE ENGINEERING DEPARTMENT
LOCATED IN CLIFTON, NJ
UNDER THE NEW JERSEY STATE CONTRACT #25-COMG-94171**

DATE OF ADOPTION: OCTOBER 22, 2025

Introduced by Commissioner: **JEFF LEVINE**

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

WHEREAS, the Commission needs to procure office furniture for the Engineering staff located in Clifton, New Jersey as PVWC was required to reconfigure office space in the Engineering Department to manage several large projects that are necessary to operations at PVWC and to maximize the office space to accommodate the staff in said department; and

WHEREAS, the New Jersey State Contract #25-COMG-94171, (the "Cooperative") shall be used for the procurement of said office furniture; and

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

WHEREAS, PVWC has elected to procure the above-referenced furniture from Maco Office Interiors of Union City, New Jersey (the "Awardee") under the Cooperative, with the cost of the furniture being \$4,603.69; a copy of the quotation number 3170 is attached hereto as **Exhibit A**; and

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	<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 October 22, 2025.

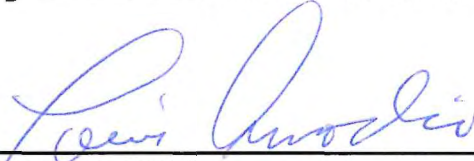

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

MACO OFFICE INTERIORS
1000 Kennedy Boulevard
UNION CITY, NJ 07087-5506 US
+12018880050
reissmanricky@gmail.com

Estimate



ADDRESS
PASSAIC VALLEY WATER COMM.
N104375
1525 MAIN STREET
CLIFTON, NJ 07011

SHIP TO
PASSAIC VALLEY WATER COMM.
N104375
1525 MAIN STREET
CLIFTON, NJ 07011
ENGINEERING 2ND FLOOR

ESTIMATE # DATE
3170 10/15/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/15/2025	HON	HON FURNITURE QUOTATION LIST PRICE \$8,728.00	1	3,901.44	3,901.44T
10/15/2025	DELIVERY/INSTALLATION	DEALER SERVICE FEES AS PER NJ STATE CONTRACT	1	702.25	702.25T
DELIVERED AND INSTALLED				SUBTOTAL	4,603.69
HON NJ STATE CONTRACT#25-COMG-94171				TAX (0%)	0.00
PURCHASE ORDER MUST BE MADE OUT TO:				TOTAL	\$4,603.69

THE HON COMPANY C/O MACO
200 OAK STREET
MUSCATINE, IA 52761

CONTACT: RICKY REISSMAN
CELL#201-888-0050

Accepted By

Accepted Date

Location:	PASSAIC VALLEY WATER COMMISSION	Quote Name:	PVWC
Account:	PASSAIC VALLEY WATER COMMISSION - CLIFTON: 25421-613363	Quote Number:	SQHMW002022-1
Contract:	C009: HON State of New Jersey Contract INV End User	Created By:	Ricky Reissman
		Created Date:	10/1/2025
		Last Modified Date:	10/15/2025
		Total Units:	9
		Est. Weeks to Ship All:	5-6 Weeks

Line:	001	Item:	H10511R.MOCHMOCH	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES RIGHT RETURN 29-1/2H X 42W X 24D	\$1,107.00	55.30%	\$494.83	\$494.8
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:		Tags:	24/42 24/42				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Mocha--Mocha				

Line:	002	Item:	H10586L.MOCHMOCH	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES SINGLE PEDESTAL DESK LEFT 72W X 36D	\$1,596.00	55.30%	\$713.41	\$713.4
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:		Tags:	36/72 36/72				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Mocha--Mocha				

Line:	003	Item:	HIGS6.F.E.IM.PRKR19.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	IGNITION GUEST/MULTI-PURPOSE CHAIR FOUR-LEG STACKING	\$718.00	55.30%	\$320.95	\$1,283.8
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	HIGS6 HIGS6				
		ARM:	Fixed				
		GLIDE/CAST:	Nylon Glide				
		BACK:	4-Way Black				
		FABRIC:	Grade 3 Uph				
		FABRIC_Selection:	Parker--Magnet				
		FRAME:	Black				

Line:	004	Item:	HIWMM.Y2.A.H.IM.PRKR19.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	IGNITION 2 TASK MID-BACK	\$1,014.00	55.30%	\$453.26	\$453.2
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	HIWMM HIWMM				



MACO OFFICE
1000 KENNEDY BLVD
UNION CITY, NJ 07087-5506

CONTROL: Advanced Synchro-Tilt SeatSldr
ARM: Height and Width Adj. Arm
GLIDE/CAST: Hard Caster
BACK: 4-Way Black
FABRIC: Grade 3 Uph
FABRIC_Selection: Parker--Magnet
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Base
FRAME: Black

Line:	005	Item:	HTLC3672.JMOCH.N.MOCH	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE 72W X 36D RECTANGULAR SHAPED LAMINATE TOP	\$1,295.00	55.30%	\$578.87	\$578.87
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:		Tags:	36X72 36X72				
		EDGE:	Knife--Mocha				
		GROMMET:	No Grommets				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Mocha				

Line:	006	Item:	HTTLEG72.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE ALUMINUM T LEG FOR 72 TABLE TOPS	\$844.00	55.30%	\$377.27	\$377.27
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:		Tags:	HTTLEG72 HTTLEG72				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				

Mfg List: \$8,728.00 Mfg Net: \$3,901.44

Please refer to your Dealer Terms and Conditions.

Product pricing only, exclusive of surcharges (as well as tariff-based surcharges), services and other fees. Lead times (LTs) are estimated from clean order to shipment from HNI. Large quantities may impact LTs. Check weekly LT report for exceptions.



Make your space work.

10/15/2025

To whom it may concern,

On behalf of The HON Company, I would like to confirm that all authorized HON dealers in the State of New Jersey participate in the NJ State Contract under the same terms and parameters across all categories. This ensures consistency and transparency in procurement for all participating public agencies and institutions statewide.

Please note that product discounting and contract pricing are identical across all HON dealers who hold the NJ State Contract. Each dealer is bound by the same pricing structure and contractual requirements as defined by the State of New Jersey.

We take pride in providing equitable access to HON products and solutions through this standardized contract vehicle. Should you require additional information or documentation regarding the contract terms, product categories, or participating dealer listings, I would be happy to provide that at your convenience.

Thank you for your continued partnership and commitment to supporting state-approved purchasing programs.

Sincerely,
Frankie Guaraca
Region Public Sector Manager - NJ | The HON Company
guaracaf@honcompany.com
732.374.6055

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: Procurement of Office Furniture for the Engineering Department Located in Clifton, NJ from Maco Office Interiors Under the NJ State Contract #25-COMG-94171

Amount of Project or Contract: \$4,603.69

1. Account: # 001-0901-419- 95-01
CAPITAL / FURNITURE & FIXTURES
2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2025

Other comments: Procurement Under the NJ State Contract #25-COMG-94171

Date of Certification: October 22, 2025

Amount Certified: \$4,603.69

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b