



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-EXE-11

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 25, 2025

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

COMMISSIONER DE PADUA 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:

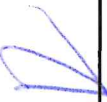
1. The public shall be excluded from discussion of the hereinafter specified Subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be Ratified During public meeting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

Second by COMMISSIONER: COTTON Time: 11:06 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

 _____ President RIGO SANCHEZ	 _____ Secretary RUBY N. COTTON
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This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

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


LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-161

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO EXTEND CONTRACT NO. 23-B-14 ENTITLED "REMOVAL AND DISPOSAL OF PROCESS RESIDUALS"

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAALIER**

WHEREAS, under Contract No. 23-B-14 entitled "Removal and Disposal of Process Residuals" (the "Contract"), Spectraserv, Inc. of Kearny, New Jersey (the "Awardee") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing November 29, 2023, under Resolution No. 23-154; and

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

WHEREAS, pursuant to the LPCL, this 2-year contract, which is otherwise scheduled to end on December 13, 2025, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than four (4) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

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

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning November 24, 2025; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby reestablished for this 2-year extended portion of the Contract, and, based on the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change to the unit prices with the two-year total contract amount of \$1,491,090.00; and

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

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

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

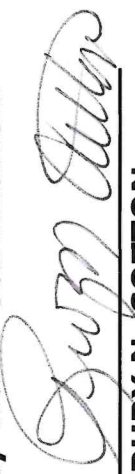
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 November 25, 2025.

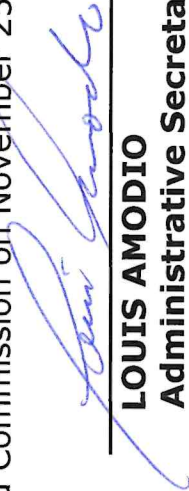

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

From: [Diego Barreiros](#)
To: [Bresemann, Lisa](#)
Cc: [Steven Wells](#); [Diana Weidt](#); [Shanice Frederick](#); [Nuria Valenziano](#)
Subject: Re: Contract 23-B-14 - Removal and Disposal of Process Residuals
Date: Friday, August 29, 2025 7:51:13 AM

External Sender - From: (Diego Barreiros
<diego@spectraserv.com>)

This message came from outside your organization.

Good morning, Lisa.

Spectraserv is in agreement to extend the contract for the two year period.
Please forward the extension documents at your earliest convenience.

Enjoy your weekend.
Best regards,

Diego Barreiros
Vice President
diego@spectraserv.com
O: 973-589-0277; 3312
C: 973-715-1654

Sent from my iPhone

On Aug 28, 2025, at 5:29 PM, Bresemann, Lisa <lbresemann@pvwc.com>
wrote:

Dear Mr. Barreiros:

My name is Lisa Bresemann, and I am the Purchasing Agent for the Passaic Valley Water Commission. The above-referenced contract expires on December 14, 2025. I am writing to inquire about whether you be willing to extend the contract for a period of two years under the same terms and conditions.

Thank you.

Regards,

Lisa Bresemann
Purchasing Agent

Passaic Valley Water Commission

lbresemann@pvwc.com

p: 973.340.4315

f: 973.340.5584



“There are not secrets to success. It is the result of preparation, hard work, and learning from failure – **Colin Powell**”

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

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract Extension 23-B-14
“Removal and Disposal of Process Residuals”
Spectraserv, Inc.

Amount of Project or Contract: \$1,491,090.00

- 1. Acct: # 001-1002-421-74-04 Residual Mgt/Removal (Spectraserve)
- 2. Specific Appropriation to which expenditures will be charged:
Budget 2025/2026/2027

Other comments: Two (2) Year Contract Extension Commencing: November 2025

Date of Certification: November 25, 2025 Certified: \$1,491,090.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-162

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 25-B-10 ENTITLED "WATER MAIN REPLACEMENT AND DISTRIBUTION PROJECTS - CLIFTON AND PASSAIC"

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, on November 13, 2025, seven (7) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-10 entitled "Water Main Replacement and Distribution Projects – Clifton and Passaic"; and

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

WHEREAS, the responsible, responsive bid submitted for this contract was that of Pact One, LLC, of Ringoes, New Jersey (the "Awardee") with respect to said bid, in the amount of \$9,298,000.00 for a period of two (2) years; and

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

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

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

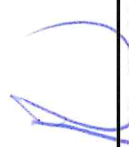
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Water Main Replacement - Clifton Passaic
 Contract # 25-B-10
 Bid Tabulation Evaluation
 Bid Opening Date: November 13, 2025 at 11:00 A.M.

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Pact One, LLC 554 Route 31 Ringoos, NJ 08551	Certified Check	\$9,298,000.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed \$20K		X Public Works Cont. Cert.
			X EEO
Shauger Property Services, Inc. 429 Dodd Street East Orange, NJ 07017	Certified Check	\$9,871,575.00 \$9,871,185.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
			X EEO
William J. Guarini, Inc. 430 Danforth Avenue Jersey City, NJ 07305	Certified Check	\$9,975,574.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed \$20K		X Public Works Cont. Cert.
			X EEO
Pacific Construction, LLC 273 Main Street, # 1097 Whitehouse Station, NJ 08859	Certified Check	\$10,117,031.45	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
			X EEO
Montana Construction Corp., Inc. 80 Contant Avenue Lodi, NJ 07644	Certified Check	\$10,198,510.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed \$20K		X Public Works Cont. Cert.
			X EEO
J. Fletcher Creamer & Son, Inc. 101 E. Broadway Hackensack, NJ 07601	Certified Check	\$10,556,480.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
			X EEO
Mike Fitzpatrick Contractors 16 Cozy Lake Road Oak Ridge, NJ 07438	Certified Check	\$11,064,690.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
			X EEO

Title: Water Main Replacement - Clifton Passaic

Contract # 25-B-10

Bid Tabulation Evaluation

Bid Opening Date: November 13, 2025 at 11:00 A.M.

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
CAC Industries, Inc. 54-08 Vernon Boulevard Long Island City, NY 11101	☐ Certified Check	\$16,453,800.00	☒ Business Registration Cert.
	☐ Cashier's Check		☒ PVWC Consent of Surety
	☒ Bid Bond		☐ Other Consent of Surety
	☒ Not to Exceed 20K		☒ Public Works Cont. Cert.
	☐ EE O		
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ EE O		
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ EE O		
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ EE O		
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ EE O		

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 25-B-10
“Water Main Replacement and Distribution Projects
- Clifton and Passaic”
Pact One, LLC

\$9,928,000.00 - Contract 25-B-10

- 1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS

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

Other comments: Two Years Commencing in November 2025

Date of Certification: November 25, 2025 Amount Certified: \$9,928,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-163

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD CONTRACT NO. 25-B-11 ENTITLED "WATER MAIN REPLACEMENT AND DISTRIBUTION PROJECTS - PATERSON AND PROSPECT PARK"

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAIJER**

WHEREAS, on November 13, 2025, six (6) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-11 entitled "Water Main Replacement and Distribution Projects - Paterson and Prospect Park"; and

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

WHEREAS, the responsible, responsive bid submitted for this contract was that of Shauger Property Services, Inc. of East Orange, New Jersey (the "Awardee") with respect to said bid, in the amount of \$8,927,505.00 for a period of two (2) years; and

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

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

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and

a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**;

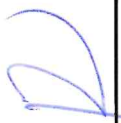
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

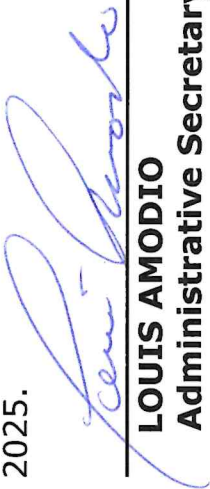


RUBY N. COTTON
Secretary

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Water Main Replacement - Paterson & Prospect Park
 Contract # 25-B-11
 Bid Tabulation Evaluation
 Bid Opening Date: November 13, 2025 at 11:00 A.M.

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Shauger Property Services, LLC 429 Dodd Street East Orange, NJ 07017	Certified Check	\$8,927,505.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		X Other Consent of Surety
	X Not to Exceed \$20K		X Public Works Cont. Cert.
William J. Guarini, Inc. 430 Danforth Avenue Jersey City, NJ ;:07305	Certified Check	\$9,086,390.00	X EEO
	Cashier's Check		X Business Registration Cert.
	X Bid Bond 10%		X PVWC Consent of Surety
	X Not to Exceed 20K		X Other Consent of Surety
Montana Construction Corp., Inc. 80 Contant Avenue Lodi, NJ 07644	Certified Check	\$9,888,400.00	X Public Works Cont. Cert.
	Cashier's Check		X EEO
	X Bid Bond 10%		X Business Registration Cert.
	X Not to Exceed \$20K		X PVWC Consent of Surety
Pacific Construction, LLC 273 Main Street, #1097 Whitehouse Station, NJ 08859	Certified Check	\$10,166,780.60	X Other Consent of Surety
	Cashier's Check		X Public Works Cont. Cert.
	X Bid Bond 10%		X EEO
	X Not to Exceed 20K		X Business Registration Cert.
J. Fletcher Creamer and Son, Inc. 101 East Broadway Hackensack, NJ 07601	Certified Check	\$10,397,570.00	X PVWC Consent of Surety
	Cashier's Check		X Other Consent of Surety
	X Bid Bond 10%		X Public Works Cont. Cert.
	X Not to Exceed \$20K		X EEO
CRJ Contracting Corp. 1065 Route 22 West, Suite 3B Bridgewater, NJ 08807	Certified Check	\$12,831,935.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		X Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
CAC Industries 54-08 Vernon Boulevard Long Island City, NY 11101	Certified Check	\$15,876,000.00	X EEO
	Cashier's Check		X Business Registration Cert.
	X Bid Bond 10%		X PVWC Consent of Surety
	X Not to Exceed 20K		X Other Consent of Surety
			X Public Works Cont. Cert.
			X EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 25-B-11
“Water Main Replacement and Distribution Projects
- Paterson and Prospect Park”
Shauger Property Services, Inc.

\$8,927,505.00 - Contract 25-B-11

- 1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
- 2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025 - 2027

Other comments: Two Years Commencing in November 2025

Date of Certification: November 25, 2025 Amount Certified: \$8,927,505.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-164

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD PROJECT NO. 25-PE-21 ENTITLED "CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS PLANT AND DISTRIBUTION PROJECTS"

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) to Award Project No. 25-PE-21, "Construction Management Services for Various Plant and Distribution Projects" (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 un-specifiable 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 a response to provide professional services (or extraordinary un-specifiable services) related to the Project from ten (10) professional (or provider of extraordinary un-specifiable services) providers; and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project, and a copy of PVWC's Evaluation Matrix Summary is attached hereto as **Exhibit A**; and

WHEREAS, based on the said evaluation of the responses received, and as can be seen from the above-referenced PVWC Evaluation Matrix Summary, the firms of **GFT Infrastructure, Inc.** of Newark, New Jersey, and **HDR Engineering, Inc.** of Woodcliff Lake, New Jersey (the "Awardees") were determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received October 7, 2025 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$500,000.00 for GFT Infrastructure, Inc., and \$250,000 for HDR Engineering, Inc. for services related to the

Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); 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 said certificate is on file in the Purchasing Department.

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of said certifications are 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 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 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.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

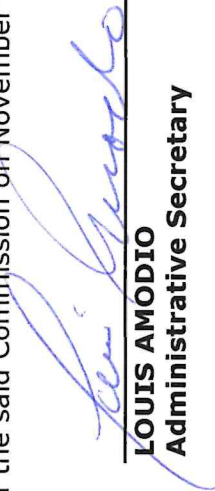
Adopted at a meeting of Passaic Valley Water Commission.

 _____ 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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

PROJECT 25-PE-21						
CM SERVICES FOR VARIOUS PLANT AND DISTRIBUTION PROJECTS						
ROUND TWO EVALUATION SCORES						
REVIEWER		GFT	H2M	HDR	MOTT MACDONALD	
	1	670	625	870		720
	2	780	730	685		715
	3	795	750	800		750
	4	875	745	955		690
	5	920	910	930		820
TOTAL		4040	3760	4240		3695
Ranking		2	3	1		4

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-PE-21 “Construction Management Services for Various Plant and Distribution Projects” GFT Infrastructure, Inc.
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Project No. 25-PE-21
Not to Exceed \$500,000.00

1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025 - 2027

Other comments: Professional Services – One Year

Date of Certification:	November 25, 2025	Certified: \$500,000.00
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Yitzchak Weiss Comptroller and Chief Financial Officer
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YW:lb

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-PE-21 “Construction Management Services for Various Plant and Distribution Projects” HDR Engineering
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Project No. 25-PE-21
Not to Exceed \$250,000.00

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

Other comments: Professional Services – One Year

Date of Certification:	November 25, 2025	Certified: \$250,000.00
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Yitzchak Weiss Comptroller and Chief Financial Officer
--

YW:lb

RESOLUTION NO. 25-165

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
DELL COMPUTERS AND LAPTOPS
UTILIZING THE NEW JERSEY STATE CONTRACT**

DATE OF ADOPTION: NOVEMBER 25, 2025

Introduced by Commissioner: **RON VAN RENSAALIER**

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

WHEREAS, the Commission needs to procure 450 Dell computers and laptops to upgrade and standardize the current computers being utilized in order to increase efficiency, improve security and to simplify training of staff; and

WHEREAS, the New Jersey State Contract 23026/M0483/24-TELE-71883 (the "Co-op") shall be used for the procurement of the Dell Computers and Laptops; 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 vehicle from Dell Marketing LP (the "Awardee") under the "Co-op", in the amount of \$298,795.30, a copy of the quotation for the Dell Computers and Laptops 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 Dell Laptops and Computers 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.	X			
DEPADUA, C.	X			
FRIEND, G.			X	
LEVINE, J.	X			
RIZZI, D.	X			
VAN RENSALIER, R.	X			
SANCHEZ, R.	X			

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 November 25, 2025.

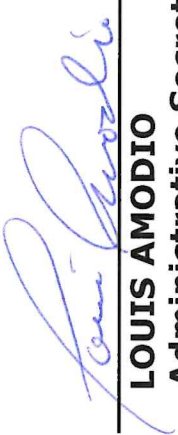

LOUIS AMODIO
Administrative Secretary

EXHIBIT A



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	3000194456079
Total (USD):	\$318,590.47
eQuote Name:	PVWC Windows 10 Update to Windows 11 for EOL Schedule & Standard
eQuote Creator:	ecoan@pvwc.com
Quoted On:	Sep. 18, 2025
Expires By:	Oct. 18, 2025
Company Name:	-
Customer Number:	-
Premier Page Name:	Passaic Valley Water Commission
Contract Name:	Dell NASPO Computer Equipment PA - New Jersey
Contract Code:	C000001128033
Customer Agreement Number:	23026 / M0483/24-TELE-71883

Billing Address:

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Dell Pro Slim Plus Desktop Premier discount	105	\$2,479.83 - \$1,004.33	\$1,475.50	\$154,927.50
2. Dell Pro Tower Plus Desktop Premier discount	25	\$3,834.45 - \$1,552.95	\$2,281.50	\$57,037.50
3. Dell Pro 24 Plus Monitor - P2425H Premier discount	120	\$249.99 - \$88.75	\$161.24	\$19,348.80
4. Dell Pro 24 Plus Video Conferencing Monitor - P2424HEB Premier discount	85	\$549.99 - \$195.25	\$354.74	\$30,152.90
5. Dell Pro 27 Plus Video Conferencing Monitor - P2724DEB Premier discount	40	\$649.99 - \$230.75	\$419.24	\$16,769.60
6. Dell Pro 27 Plus Monitor - P2725D Premier discount	75	\$424.99 - \$150.87	\$274.12	\$20,559.00
Subtotal:				\$298,795.30
Shipping:				\$0.00
Estimated Tax:				\$19,795.17
Total (USD):				\$318,590.47

Shipping Address:
PVWC
Coan Eric
1525 Main Ave
PASSAIC VALLEY WATER CO
Clifton , NJ 07011

Shipping Method:
FREE Standard Delivery

Product Details

1. 

Dell Pro Slim Plus Desktop
(210-BPPM)

Order Code: xcto_qbs1250_usrfs

105

\$1,475.50

\$154,927.50

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 5 245 (13 TOPS NPU, 14 cores, up to 5.1GHz)	GYGRNW1	338-CRZH	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	32GB: 2 x 16GB, DDR5, up to 5600 MT/s, non-ECC	GVBC53Q	370-BCWR	1
Storage	512 GB Performance SSD, SED Ready	G6R10AN	400-BSYL.773-BBBC	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Graphics	Integrated Graphics	GCI0475	490-BKSX	1

Wireless	Intel® Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth® wireless card, internal antenna	GNPZ8RH	555-BLWS,555-BLWZ	1
Wireless Driver	WLAN Driver Intel® Wi-Fi 7 BE200	G0SMGYE	555-BLZD	1
Chassis Options	Dell Pro Slim Plus QBS1250 with 360W PSU	G5IRFHQ	329-BKSQ	1
Keyboard	Dell Pro Keyboard and Mouse - KM5221W - US English - Black	G4KLMAZ	580-BCCH	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AAID	1
Cables and Dongles	No Additional Cable	GIX0L8M	379-BBCY	1
Stands and Mounts	No Stand or Mount	GJOSZSE	575-B8BI	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	System Power Cord (US)	GA5894N	450-AAQJ	1
Documentation	Documentation	GUX97AW	340-DNBV	1
System Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR	1
Placemat	Quick Start Guide	G39DK1E	340-DTTZ,389-FKHG	1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Shipping Material	G2PTIW0	340-DTSR,389-BBUU	1
Label	DAO Reg label for 360W PSU	G61OEDC	389-FJYT	1
Intel Responsiveness	Driver/APP for IRST Technologies	G915M7G	658-BFTS	1
Processor Label	Intel® Core™ Ultra 5 vPro Processor Label	G1NJUCD	389-FJYV	1
Transportation from ODM to region	Desktop Standard shipment	G12DH3B	800-BBIO	1
Dell Pro Slim Plus QBS1250	Dell Pro Slim Plus QBS1250	G5VC81J	210-BPPM	1
Systems Management	Intel vPro® Enterprise	GZ09QR4	631-BCBN	1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Optical Drive	8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	G3V418K	429-BBCC	1
Speakers	Internal speaker	GV8NWJ4	520-BBKW	1
Additional Power Supply	Remote Switch	GAKT8ZH	461-AAIZ	1
Dust Protection	Dust Filter	G2BX4AS	325-BGGY	1
Add-in Cards	No Additional Add In Cards	GNV4J7Q	382-BBHX	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	555-BBJO	1
Optional Port Modules	No Additional Port	GWFXAL0	492-BCKH	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Additional Storage Devices	Media Card Reader	GN4CJFO	385-BBTW	1
- Media Reader				
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1

Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	1
Optical SoftwareCyberLink Media Essentials for Windows			
4th Storage	No Additional Hard Drive	GKTEFA5	1
Additional 3.5" HDD Storage	No Additional Hard Drive	G780XKR	1
3rd Storage	No Additional Hard Drive	G780XKR	1
Thermal Pad/Screw	None	G780XKR	1
Hard Drive Cables and Brackets	M.2 Caddy + ODD	G780XKR	1
Standard Hardware Support Service	3 Year Basic Onsite Service after remote diagnosis with Hardware-Only Support	GQMIKF4C	1
Configuration and DeploymentAsset Tag: System Details Services		340-AFMQ	1
Windows AutoPilot	No AutoPilot	G9LICNX	1
Microsoft Office Non-Microsoft Application Software	Activate Your Microsoft 365 For A 30 Day Trial Dell Pro Slim Plus QBS1250	GJH8T3M	1
Home and Small Business Security solutions	No anti-virus software	717-8784,717-8795	1
Operating System Recovery Options	OS-Windows Media Not Included	GXBR009	1
Speakers and Soundbars	No External Speaker	GYEO2AP	1
Additional Add-In Card	No Additional Add In Cards	GHKU96A	1
		G1QR3A0	1
		658-BFVK	1
		GD4K19S	1
		650-AAAM	1
		GLA90Q1	1
		GTNM7E2	1
		GNV4J7Q	1
		382-BBHX	1

2.



Dell Pro Tower Plus Desktop (210-BPWD)

Order Code: xcto_qbt1250_usrfs

Qty	Unit Price	Subtotal
25	\$2,281.50	\$57,037.50

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	GL4ERA1	338-CRZM	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	64GB: 4 x 16GB, DDR5, up to 4800 MT/s, non-ECC	G1Q78LZ	370-BCXD	1
Storage	512 GB Performance SSD, SED Ready	G6R10AN	400-BSYL,773-BBBC	1
Additional Hard Drive	No Additional Hard Drive	G780XKR	401-AAANH	1
Graphics	NVIDIA® RTX™ A400, 4 GB GDDR6, full height, 4 mDP to DP	GJ7PRU2	490-BLBV	1
Wireless	Intel® Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth® wireless card, internal antenna	G6EUN93	555-BLWS,555-BLXX	1
Wireless Driver	Wireless Driver Intel BE200, 2x2, 802.11be, MU-MIMO, Bluetooth® wireless card	GD86VHS	555-BMDL	1
Chassis OptionsDell Pro Tower QBT1250 with 360W PSU DAO		G3CAR8Y	329-BLDS	1
Keyboard	Dell Pro Keyboard and Mouse - KM5221W - US English - Black	G4KLMAZ	580-BCCH	1

Mouse	Mouse included with Keyboard		
Adapter	No Additional Cable	GUX4MYP	570-AADI 1
Stands and Mounts	No Stand or Mount	GIX0L8M	379-BBCY 1
		GJO5ZSE	575-BBBI 1
ENERGY STAR ENERGY STAR Qualified			
Power Cord	System Power Cord (Philippine/TH/US)	G6J34SM	387-BBLW 1
Documentation	Documentation	GSN6IKO	450-AAOJ 1
System		GUX97AW	340-DNSV 1
Monitoring Options	Watch Dog SRV	G5UVY8E	379-BFYR 1
Placemat	Quick Start Guide	GBGRJA2	340-DVBF,389-FKHG 1
EAN/UPC Labels	No UPC/EAN Label	G8WGTYN	389-BCGW 1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL 1
Shipping Material	Single-pack,MPP	GPAH7SV	328-BGNK,389-BBUU 1
Label	Dell Pro Tower Plus FSJ Regulatory label for 360W PSU	GNZX81I	389-FKDD 1
Intel		G915M7G	658-BFTS 1
Responsiveness	Driver/APP for IRST Technologies		
Processor Label	Intel® Core™ Ultra 7 vPro Processor Label	G4ERT3G	389-FJVS 1
Transportation	from ODM to region	GQT8IGC	800-BBIO 1
Dell Pro Tower Plus QBT1250	Dell Pro Tower Plus QBT1250	G04JUP2	210-BPWD 1
Systems Management	Intel vPro® Enterprise	GK4JNV9	631-BCCW 1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB 1
FGA Module	No FGA	NOFGA	817-BBBB 1
Additional		GN4CJFO	385-BBTW 1
Storage Devices	Media Card Reader		
- Media Reader			
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	555-BBJO 1
Optical Drive	8x DVD+-RW/RAM 9.5mm Slimline Optical Disk Drive	G3V418K	429-BBCG 1
Speakers	Internal speaker	GV8NWWJ4	520-BBKW 1
Dust Protection	Dust Filter	GXC4YA7	325-BGHC 1
Optional Port Modules	No Additional Port	GWFXAL0	492-BCKH 1
Optical SoftwareCyberLink Media Suite Essentials for Windows OS and DVD Drive (without Media)			
3rd Hard Drive	No Additional Hard Drive	GWNNM30Y	658-BBTV 1
4th Hard Drive	No Additional Hard Drive	G780XKR	401-AAANH 1
TAA	No Federal Order	G780XKR	401-AAANH 1
Additional 3.5" Hard Drive	No Additional Hard Drive	GUSA19Y	340-ACQ 1
Hard Drive		G780XKR	401-AAANH 1
Cables and Brackets	SSD and ODD selected / No 3.5" HDD selected	GUVGN9D	575-BCRZ 1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF 1
Thermal Cooling	None		
Add-in Cards	No Additional Add In Cards	GQMKF4C	340-AFMQ 1
Operating System	English, French, Spanish, Brazilian Portuguese	GNV4J7Q	382-BBHX 1
Language Pack		GALH68M	619-BBPD 1

Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
Standard Hardware Support Service	3Y Basic Onsite Service after remote diagnosis with Hardware-Only Support	GNUR340	717-8534,717-8576	1
Configuration and DeploymentAsset Tag: System Details Services		GXBR009	365-0651,377-8262	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Tower Plus Q8T1250	GCR73HM	658-BFVT	1
Home and Small Business Security solutions	No anti-virus software	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
Additional Add-In Card	No Additional Add In Cards	GNV4J7Q	382-BBHX	1

Qty Unit Price Subtotal



Dell Pro 24 Plus Monitor - P2425H
(210-BMGH)
Order Code: p2425hsap

120 \$161.24 \$19,348.80

Module	Description	Product Code	SKU	Qty
Dell Pro 24 Plus Monitor - P2425H	Dell Pro 24 Plus Monitor - P2425H	GWPECXB	210-BMGH	1
Standard Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G2V0K68	814-5380,814-5381	1

Qty Unit Price Subtotal
85 \$354.74 \$30,152.90



Dell Pro 24 Plus Video Conferencing Monitor - P2424HEB
(210-BGLQ)
Order Code: p2424hebsap

Module	Description	Product Code	SKU	Qty
Dell Pro 24 Plus Video Conferencing Monitor - P242	Dell Pro 24 Plus Video Conferencing Monitor - P2424HEB	GQC3MD1	210-BGLQ	1
Standard Hardware Support Service	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	AE3Y	814-9422,814-9423	1

Qty Unit Price Subtotal



Dell Pro 27 Plus Video Conferencing Monitor - P2724DEB (210-BGMF)

5.

Order Code: p2724debsap

40 \$419.24 \$16,769.60

Module Description

Dell Pro 27 Plus Video Conferencing Monitor - P272

Product Code SKU Qty
GYDJMP8 210-BGMF 1

Standard Hardware Support Service

Dell Pro 27 Plus Video Conferencing Monitor - P2724DEB

3Y Basic Hardware Service with Advanced Exchange after remote diagnosis

AE3Y 814-9422,814-9423 1



Dell Pro 27 Plus Monitor - P2725D (210-BRHH)

6.

Order Code: p2725dsap

Qty Unit Price Subtotal
75 \$274.12 \$20,559.00

Module Description

Dell Pro 27 Plus QHD Monitor - P2725D

Product Code SKU Qty
GHFWG9N 210-BRHH 1

3Y Basic Hardware Service with Advanced Exchange after remote diagnosis

G2VOK68 814-5380,814-5381 1

Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/boemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/veula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecific/terms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP, U.S. only, Dell Marketing LP, is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

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 “Dell Computers and Laptops”
through the NJ State Contract
Dell USA LP

Amount of Project or Contract: \$298,795.30

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

Date of Certification: November 25, 2025

Certified: \$298,795.30

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-166

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2025 FORD RANGER 4X4 SUPER CREW
UTILIZING THE BERGEN COUNTY PURCHASING COOPERATIVE
PRICING SYSTEM, BC BID 24-43**

DATE OF ADOPTION: NOVEMBER 25, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

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

WHEREAS, the Commission needs to procure one (1) 2025 Ford Ranger 4x4 Super Crew to be used by the Pump Station Department to replace a vehicle that was destroyed in a motor vehicle accident. This vehicle is required to further the operations of the Pump Station; and

WHEREAS, the Bergen County Purchasing Cooperative Pricing System, BC-Bid 24-43, (the "Co-op") shall be used for the procurement of said Ford Ranger; 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 vehicle from Route 23 Auto Mall located in Butler, New Jersey (the "Awardee") under the "Co-op", in the amount of \$38,613.10, a copy of the quotation for the Ford Ranger 4x4 Super Crew 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 Ford Ranger 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.	X			
DEPADUA, C.	X			
FRIEND, G.			X	
LEVINE, J.	X			
RIZZI, D.	X			
VAN RENSALIER, R.	X			
SANCHEZ, R.	X			

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 November 25, 2025.



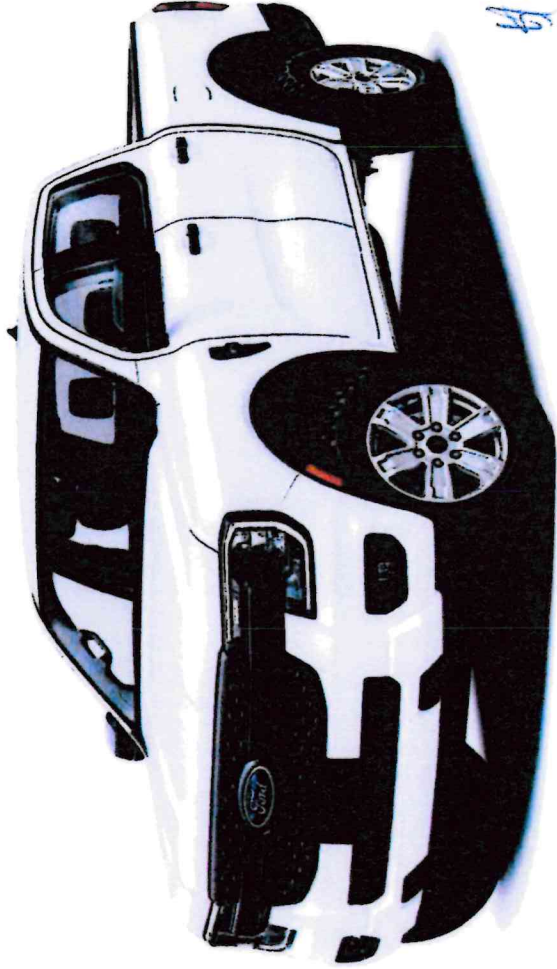
LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Prepared for: Mr. Mike Marotta, General Supervisor, Passaic Valley Water Commission
1 Union Boulevard
Paterson, NJ 07651
Office: 973-237-2028

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 545



838,613.10

Client Proposal

Prepared by:

Dave Armiger

Office: 973-838-0800X122

Email: darmiger@23automall.com

Quote ID: PVWCR4P2

Date: 10/31/2025

Prepared for: Mr. Mike Marotta

General Supervisor, Passaic Valley Water Commission

Prepared by: Dave Armiger

10/31/2025

ROUTE 23 AUTOMALL | NJ COOPERATIVE PURCHASING COOPERATIVE

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 545 | Quote ID: PVWCR4P2

Pricing Summary - Single Vehicle

Vehicle Pricing		MSRP
Subtotal		\$39,625.00
Pre-Tax Adjustments		
Code	Description	MSRP
NJPA DELIVERY	PASSAIC COUNTY NJPA DELIVERY FEE	\$120.00
NJPA 24-43 DELIVERY FEE		
NJPA	NJ PURCHASING ALLIANCE	-\$1,131.90
Total		\$38,613.10

Customer Signature

Acceptance Date

Prepared for: Mr. Mike Marotta
General Supervisor, Passaic Valley Water Commission
Prepared by: Dave Armiger
10/31/2025

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 545 | Quote ID: PVWCRA4P2

Major Equipment

- (Based on selected options, shown at right)
- * 17 x 8-inch front and rear silver aluminum wheels
 - * P255/70RS17 AT BSW front and rear tires
 - * Lock-up transmission
 - * Stainless steel single exhaust
 - * Lead acid battery
 - * Fuel tank capacity: 17.99 gal.
 - * Driver selectable drivetrain mode
 - * Bluetooth wireless audio streaming
 - * AM/FM stereo radio
 - * Seek scan
 - * Vehicle body length: 210.6"
 - * Axle capacity rear: 3,370 lbs.
 - * Axle capacity front: 3,130 lbs.
 - * Standard ride suspension
 - * Power door mirrors
 - * DRL preference setting
 - * Deep tinted windows
 - * Manual climate control
 - * Driver front impact airbag
 - * Passenger front impact airbag
- Exterior: Oxford White
- Interior: Ebony w/Cloth Front Bucket Seats
- * Class IV tow rating
 - * Overdrive transmission
 - * Transmission electronic control
 - * All-speed ABS and driveline traction control
 - * Battery run down protection
 - * Auto stop-start engine
 - * Steering wheel mounted audio controls
 - * 10.1 inch primary display
 - * AM/FM
 - * SYNC 4 external memory control
 - * Wheelbase: 128.7"
 - * Tire/wheel capacity rear: 3,571 lbs.
 - * Spring rating front: 3,130 lbs.
 - * Trip computer
 - * Manual folding door mirrors
 - * Daytime running lights
 - * Variable intermittent front windshield wipers
 - * Rear under seat climate control ducts
 - * Seat mounted side impact driver airbag
 - * Seat mounted side impact front passenger airbag

- As Configured Vehicle**
- STANDARD VEHICLE PRICE**
- Equipment Group 100A Standard
- Engine: 2.3L EcoBoost
- Transmission: Electronic 10-Speed Automatic
- 3.73 Axle Ratio
- GVWR: 6,170 lbs
- Tires: 255/70R17 All-Terrain BSW
- Wheels: 17" Silver-Painted Aluminum
- Cloth Front Bucket Seats
- 128" Wheelbase
- Monotone Paint Application
- Radio: AM/FM Stereo
- SULEV Emissions System
- STX Appearance Package
- SYNCG 4A
- Halogen Fog Lamps
- LED Reflector Headlamps
- STX Fender Badge
- Ebony w/Cloth Front Bucket Seats

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



ROUTE 23 AUTOMALL | NJ COOPERATIVE PURCHASING COOPERATIVE BC BII

Prepared for: **Mr. Mike Marotta**
General Supervisor, Passaic Valley Water Commission
Prepared by: Dave Armiger
10/31/2025

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)

Price Level: 545 | Quote ID: PVWCRA4P2

Major Equipment		As Configured Vehicle	
* Airbag occupancy sensor	* 6 airbags	Oxford White	
* Advance Trac w/Roll Stability Control electronic stability control system with anti-rollover	* Manual rear child safety door locks	Trailer Tow Package	:
* SecurLock immobilizer	* Fixed rear seats	Class IV Trailer Hitch Receiver	1
* Full folding rear seats	* Front facing rear seat	Modular Drop-In Bedliner	:
* Fold-up rear seat cushion	* Height adjustable rear seat head restraints	Front License Plate Bracket	
* Manual rear seat head restraint control	* 3 rear seat head restraints		
* Rear bench seat	* Rear seat center armrest		
* Bucket front seats	* Driver seat with 6-way directional controls	SUBTOTAL	\$37.
* Front passenger seat with 6-way directional controls	* Height adjustable front seat head restraints	Destination Charge	\$1
* Manual front seat head restraint control	* Front seat center armrest	TOTAL	\$39
* Manual reclining driver seat	* Manual height adjustable driver seat	NJCPA DISCOUNT	-\$1.
* Manual driver seat fore/aft control	* Manual reclining passenger seat	NJCPA DELIVERY	
* Manual height adjustable control passenger seat	* Manual passenger seat fore/aft control	YOUR COST	\$38
* Cloth front seat upholstery	* Cloth front seatback upholstery		
* Manual driver seat lumbar	* 4-wheel disc brakes		
* 4-wheel antilock (ABS) brakes	* Electronic parking brake		
* Brake assist system	* Hill start assist		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



ROUTE 23 AUTOMALL | NJ COOPERATIVE PURCHASING COOPERATIVE BC BILL

Prepared for: Mr. Mike Marotta
General Supervisor, Passaic Valley Water Commission
Prepared by: Dave Armiger
10/31/2025

2025 Ranger 4x4 SuperCrew 5' box 128.7" WB XL (R4P)
Price Level: 545 | Quote ID: PVWCR4P2

Fuel Economy

City	20 mpg
	
Hwy	24 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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 “One Ford Ranger 4X4 Super Crew”
through the Bergen County Cooperative Contract
BC-Bid 24-43
Route 23 Automall

Amount of Project or Contract: \$38,613.10

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

Date of Certification: November 25, 2025

Certified: \$38,613.10

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-167

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR
CONTRACT NO. 25-B-02 ENTITLED
"EMERGENCY WATER MAIN REPAIRS
AND APPURTENANCE REPLACEMENT"**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAIJER**

WHEREAS, PVWC awarded Contract No. 25-B-02 entitled "Emergency Water Main Repairs and Appurtenance Replacement" to J. Fletcher Creamer & Sons, Inc., of Hackensack, New Jersey, on February 13, 2025, not to exceed \$8,078,733.00 for a period of two (2) years under Resolution No. 25-020; and

WHEREAS, Proposed Change Order No. 1 is to cover the large emergency repairs that were needed through the course of the summer and fall 2025 with a total increase of \$5,000,000.00 (61.9% increase) which brings the total adjusted Contract Value to \$13,078,733.00; and

WHEREAS, the Chief Engineer has reviewed the emergency expenditures already performed by Creamer and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved in accordance with a copy of the Supervising Engineer's memorandum dated November 6, 2025 attached hereto as **Exhibit A**; and

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

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.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: November 6, 2025
To: J. Mueller
From: A. Wells
cc: C. Vozzella, L. Bresemann, P. Porcaro
Re: Change Order No. 1: 25-B-02

Permission is requested to authorize Change Order No. 1 in the amount of \$5,000,000 for Contract No. 25-B-02 "Emergency Water Main Repairs and Appurtenance Replacement" bringing the Contract amount to \$13,078,733.00.

Original Contract Amount: \$8,078,733.00
Change Order: \$5,000,000.00
Revised Contract Amount: \$13,078,733.00 (61.9% increase)

We anticipate receiving \$5,000,000.00 in principal forgiveness from the NJDEP through Emergency Repairs SRF funding to help account for the emergency repairs associated with the Great Falls and Arch Street emergencies.

This Change Order will help to replenish the existing contract to account for the large emergency repairs that were needed though the course of the summer and fall 2025.

We anticipate awarding a new emergency services contract in December 2025.

The following table describes the completed, on-going, and up-coming work under Contract 25-B-02:

Date Range	Location	Scope of Work	Billing Status	Cost
COMPLETED WORK				
5/23 to 6/4/25	Granite Ave, Haledon	New Meter Chamber for Interconnection between Paterson and Haledon systems	Processed	\$ 92,126
4/21 to 6/10/25	120 Main St, Paterson	Installation of New 4-inch Service and Cut off Old Service Lines to property for Customer	Processed	\$ 75,335
4/15 to 4/16/25	515 Broad St, Clifton	Installation of New 1-inch Service and Cut off Old Service Lines to property for Customer. Also, made repairs to a leak on the hydrant branch line adjacent to project.	Processed	\$ 54,809
3/27 to 3/28/25	Myrtle and Corabelle, Lodi	Installation of new fire hydrant and new 10-inch insertion valve to be used to flush the system after the 34-inch connection.	Processed	\$ 37,632
4/10 to 5/1/25	Sheridan Ave and Main Ave Clifton	20" Main Leaking, Repaired	Processed	\$ 45,153
4/14 to 4/15/25	1400 Rte 46, Little Falls	Service Leak from Transmission Main	Processed	\$ 37,871
7/9 to 7/18/25	2 Cary Street, North Arlington	Main Break	Under Review	\$ 28,544
5/27 to 5/27/25	24 Broadway, Passaic	Main Extension	Under Review	\$ 36,625
7/10 to 7/10/25	45 Highland Drive, West Caldwell	MCC Transmission Main - Isolation of Leak on Blowoff / Pressure Relief	Under Review	\$ 16,266
7/7 to 7/8/25	427 Piaget Rd, Clifton	Service abandonment & Service Repair	Under Review	\$ 52,901
5/29 to 6/13/25	Curtis and Broadway Paterson	Service Abandonment & Water Main Extension	Under Review	\$ 126,857
6/6 to 7/10/25	Rte 46 Hydrant Replacement next GSP and Rte 21, Clifton	Route 46 Hydrant Replacement & Leak Repair	Under Review	\$ 41,805
7/22 to 7/22/25	8 N 17th, Prospect Park	System Improvement, Add Hydrant at System End	Under Review	\$ 16,057

Date Range	Location	Scope of Work	Billing Status	Cost
7/23 to 7/23/25	110 Cyril Dr, Prospect Park	System Improvement, Add Hydrant at System End	Under Review	\$ 16,057
7/15 to 7/16/25	142 Liberty St, Lodi	Terminate Lead Service + System Improvement, Add Hydrant at System End	Under Review	\$ 39,889
7/21 to 7/21/25	244 N 13th Pl Prospect Park	System Improvement, Add Hydrant at System End	Under Review	\$ 22,668
7/17 to 7/17/25	314 N 15th Pl Prospect Park	System Improvement, Add Hydrant at System End	Under Review	\$ 21,451
7/18 to 7/24/25	Kenneth and North 16th st, Prospect Park	System Improvement, Add Hydrant at System End	Under Review	\$ 44,352
8/8 to 8/28/25	Hinchcliffe Stadium, Paterson	Replaced about 400 LF of deteriorated pipe following a severe pipe failure on both a 24-inch and 30-inch transmission main - New St Gradient.	Under Review	\$ 3,477,553
August to September 2025	Arch St and N 1st St, Paterson	Replaced about 200 LF of deteriorated pipe on a 42-inch transmission main following a severe pipe failure - Levine Gradient.	Estimated - Pay App Pending	\$ 2,100,000
August to September 2025	Lakeview Ave over GSP, Clifton	Installed insertion valves to isolate the 12-inch main over the GSP. A repair clamp was installed under the overpass however multiple smaller leaks were discovered all along the main under the overpass. A structural liner or main replacement will be required.	Estimated - Pay App Pending	\$ 40,000
August - October 2025	McBride Ave, Woodland Park	Performed temporary repairs to transmission main and will replace about 200 LF of deteriorated pipe on a 42-inch transmission main - New St Gradient.	Estimated - Pay App Pending	\$ 1,750,000
ON-GOING WORK				
October - November 2025	Bunker Hill, Paterson Levine Gradient	Performed temporary repairs to transmission main and will replace about 200 LF of deteriorated pipe on a 42-inch transmission main - Levine Gradient.	Estimated - Pay App Pending	\$ 1,750,000
UPCOMING WORK				
November 2025	Lakeview Ave over GSP, Clifton	Replace about 200 LF of deteriorated pipe on a 12-inch main following a severe pipe failure	Estimated	\$ 150,000
November 2025	Bunker Hill, Paterson [New Street Gradient]	Install line stops at Amity St and Wood St to cut off and abandon a 16-inch main at the Passaic River crossing - New Street Gradient.	Estimated	\$ 250,000
November 2025	Fordham Road, Clifton	Emergency main replacement - Replace about 1,650 LF of 6-inch main on Fordham Rd from Valley Rd [12-inch] to Ploch Rd [6-inch] with new 8-inch pipe. This work needs to be performed to make improvements to low fire flow capacity and poor water quality that was observed during routine flushing operations.	Estimated	\$ 800,000
November 2025	DeMott Ave, Clifton	Emergency main replacement - Replace about 2,200 LF of 6-inch main on DeMott Ave from Paulison Ave [16-inch] to 3rd St [8-inch] with new 12-inch pipe. This work needs to be performed to make improvements to low fire flow capacity and poor water quality that was observed during routine flushing operations.	Estimated	\$ 1,250,000
January 2026	45 Highland Drive, West Caldwell	Perform double line stopping on 36-inch steel MCC Transmission Main with 24-inch buried bypass (incorporated into permanent work) to replace Blowoff / Pressure Relief line. Broke main is currently isolated.	Estimated	\$ 500,000

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:	Contract No.: 25-B-02 – Change Order No. 1 “Emergency Water Main Repairs and Appurtenance Replacement” J. Fletcher Creamer & Son, Inc.
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Amount of Project or Contract:

Change Order No. 1 Increase of \$5,000,000.00
Change Order No. 1 Not to Exceed: \$13,078,733.00

- 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 \$5,000,000.00
For a new Not to Exceed of \$13,078,733.00

Date of Certification: November 25, 2025	Amount Certified: \$13,078,733.00
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Yitzhak Weiss Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-168

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 24-B-02
ENTITLED "NEW ROOFS AND MISCELLANEOUS REPAIRS FOR VARIOUS BUILDINGS
AT PVWC LFWTP, 800 UNION BOULEVARD, BOROUGH OF TOTOWA, NEW JERSEY"**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") awarded Contract No. 24-B-02 entitled "New Roofs and Miscellaneous Repairs for Various Buildings at PVWC LFWTP, 800 Union Boulevard, Borough of Totowa, New Jersey" (the "Contract") to Detwiler Roofing, LLC ("Detwiler") of East Earl, Pennsylvania at PVWC's Commission Meeting under Resolution No. 24-107 on September 25, 2024, not to exceed \$1,193,600.00; and

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

WHEREAS, there have been delays related to the delivery of windows to be installed in LFWTP Buildings Nos. 42/43 and 49; and there have been delays associated with concealed existing conditions at Building No. 13 that required the installation of steel beams to fortify the roof structure; and

WHEREAS, PVWC seeks a non-compensatory time extension for the Contract thereby setting a new expiration date of June 30, 2026 to allow for the completion of said aforementioned items associated with the construction contract; and

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

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

1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions

provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 November 25, 2025.


LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-169

**RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR CONTRACT 24-B-03 ENTITLED
"TESTING SERVICES FOR PERFLUOROALKYL SUBSTANCES (PFAS)"**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAЛИER**

WHEREAS, PVWC awarded Contract No. 24-B-03 entitled "Testing Services for Perfluoroalkyl Substances" (the "Contract") to Eurofins Eaton Analytical, LLC of South Bend, Indiana at PVWC's Commission Meeting on January 24, 2024, for a period two-years and not to exceed \$58,500.00 under Resolution No. 24-015; and

WHEREAS, Proposed Change Order No. 1 is required to pay for additional testing samples that were required at Nosenzo Pond as well as additional sample that were required for State approval, with a total increase of \$11,500.00, which brings the total adjusted Contract Price up to \$70,000.00, which is an increase of 19.6%; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as **Exhibit 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 as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

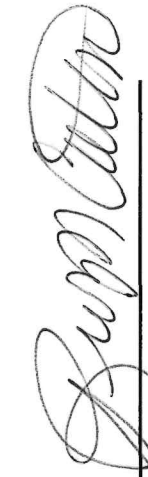
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 24-B-03 – Change Order No. 1
“Testing Services for Perfluoroalkyl Substances (PFAS)”
Eurofins Eaton Analytical, LLC

Amount of Project or Contract:

Change Order No. 1 Increase of \$11,500.00
Change Order No. 1 Not to Exceed: \$70,000.00

- 1. Acct: # 001-3502-425-70-03
PURCHASES/LAB WATER ANALYSIS
- 2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025

Other comments: Change Order No. 1 – Increase of \$11,500.00
For a new Not to Exceed of \$70,000.00

Date of Certification: November 25, 2025 Amount Certified: \$70,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-170

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION PERMITTING PVWC TO SOLICIT PROPOSALS
FOR INSURANCE BROKER FOR RISK MANAGER SERVICES
UTILIZING COMPETITIVE CONTRACTING**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAIJER**

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 an Insurance Broker to provide Risk Manager 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:

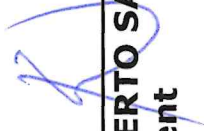
1. That the Qualified Purchasing Agent ("QPA") is authorized to use competitive contracting to solicit the services of a Risk Manager and that shall administer the competitive contracting procedures pursuant to N.J.S.A. 40A:11-5.
2. That an appropriate official of PVWC, on behalf of PVWC, and such other 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.	X			
DEPADUA, C.	X			
FRIEND, G.	X			
LEVINE, J.	X			
RIZZI, D.	X			
VAN RENSALIER, R.	X			
SANCHEZ, R.	X			

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 November 25, 2025.


LOUIS AMODIO
Administrative Secretary

RESOLUTION # 25-171

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR PROJECT NO. 25-PE-04
ENTITLED "PROFESSIONAL SERVICES FOR IMPLEMENTING A WATER MAIN
REPLACEMENT PROGRAM FOR THE PATERSON AND PROSPECT PARK SYSTEMS"**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, PVWC awarded Contract No. 25-PE-04 entitled "Professional services for Implementing a Water Main Replacement Program for the Paterson and Prospect Park Systems" (the "Project") to GFT Infrastructure, Inc. ("GFT"), formerly known as Gannett Fleming, Inc., of New Jersey at PVWC's Commission Meeting on February 26, 2025 under Resolution No. 25-26 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 fund the accelerated design schedule for the piping improvements at the Great Falls National Historic Park. The work has been accelerated as a result of the transmission main breaks which occurred in August 2025 with an increase of \$150,000.00 which brings the total adjusted Contract Price up to \$650,000.00; and

WHEREAS, the Supervising Engineer has determined costs associated with the ongoing services to be reasonable and has recommended additional costs related thereto, be reasonable and has recommended additional costs related thereto, be approved as detailed in **Exhibit A**.

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**.

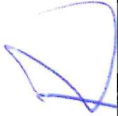
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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 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.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGOBERTO SANCHEZ

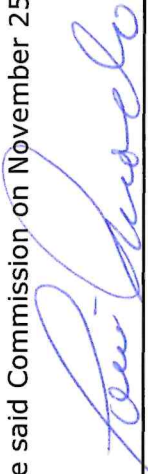


Secretary
RUBY N. COTTON

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: November 6, 2025
To: J. Mueller
From: A. Wells
cc: C. Vozzella, L. Bresemann, P. Porcaro
Re: Change Order No. 1: 25-PE-04

Permission is requested to authorize Change Order No. 1 in the amount of \$150,000 for Contract No. 25-PE- "Professional Services for Implementing a Water Main Replacement Program for the Paterson and Prospect Park Systems".

This Change Order will support the on-going accelerated design schedule for the piping improvements at the Great Falls National Historic Park. This work has been accelerated due to the transmission main breaks which occurred this past August 2025.

The Change Order covers the following efforts:

- I-Bank Coordination (Great Falls Emergency Water Main Repair & Arch Street Emergency Water Main Repair. **(\$10,000)**
 - GFT is preparing and submitting all necessary paperwork and permitting for the Emergency Water Main Repairs in support of the Principal Forgiveness for the NJDEP's Emergency SRF Funding. It is anticipated that PVWC will receive up to 5 million dollars in principal forgiveness.
- Great Falls Soil Investigation
 - Since the Great Falls site has been previously remediated and there is a soil cap, soil investigations are needed for both compliance with regulatory requirements and to provide valuable design information. **(\$40,000)**
- Great Falls Licensed Site Remediation Professional (LSRP) **(\$50,000)**
 - GFT has retained the services of EWMA, the City of Paterson's LSRP, to ensure PVWC complies with all environmental remediation requirements.
- Great Falls Design Effort **(\$50,000)**
 - Funds are needed to supplement the existing budget to account for the accelerated nature of the project.
 - The design scope includes the replacement of all large diameter piping located within Mary Ellen Kramer Park, including the relocation of piping affected by the construction of the modifications at Hinchcliff Stadium.
 - The work includes:
 - New 24-inch diameter pipe connecting to the emergency repairs completed this past August 2025 and up to Maple Street
 - New 51-inch diameter pipe
 - New 24-inch diameter suction line to the Great Falls Pump Station
 - New 24-inch diameter discharge piping from the Great Falls Pump Station
 - New 30-inch diameter pipe connecting to the emergency repairs completed this past August 2025.
 - New 36-inch diameter pipe connecting from Ryle Road to the existing pipe bridge (Levine Pressure Zone)
 - New 30-inch diameter pipe connecting from Ryle Road to Pipe Bridge (New Street Pressure Zone)

This \$150,000 change order will bring the contract amount for 25-PE-04 to \$650,000 (30% increase due to scope change). The anticipated construction cost for this project is anticipated to be on the order of \$15,000,000.

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-PE-04 – Change Order No. 1 “Professional Services for Implementing a Water Main Replacement Program for the Paterson and Prospect Park Systems” Gannett Fleming
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Amount of Project or Contract:

Change Order No. 1 Increase of \$150,000.00
Change Order No. 1 Not to Exceed: \$650,000.00

- 1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
- 2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025

Other comments: Change Order No. 1 – Increase of \$150,000.00
For a new Not to Exceed of \$650,000.00

Date of Certification: November 25, 2025	Amount Certified: \$650,000.00
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Yitzchak Weiss Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-172

**RESOLUTION APPROVING CHANGE ORDER NO. 1
TO NETRADYNE, INC. AGREEMENT**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, on November 27, 2023, the Board approved a contract with Netradyne, Inc. (the "Contract") for GPS Camera Driver Devices, software and maintenance (PVWC Resolution 23-138) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$308,019.85, specifically three (3) annual payments of \$102,673.32; and

WHEREAS, the cost of GPS Camera Driver Devices has increased due to the increase in our fleet of vehicles by twenty-one (21) vehicles, which increased the total adjusted Contract Price by \$38,609.84, bringing the revised not to exceed to a total of \$346,629.69 (total increase of 12% of the original price) causing PVWC to request Change Order No. 1; and

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

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

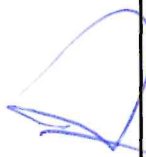
1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of work as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into the said Amendment to the Agreement, and to perform such other acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

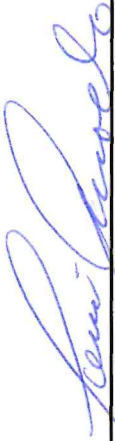


RUBY N. COTTON
Secretary

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

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: Three Year Agreement - Change Order No. 1
“Purchase and Maintenance of GPS Camera Driver
Devices”
Netradyne, Inc.

Amount of Project or Contract:

Change Order No. 1 Increase of \$38,609.84
Change Order No. 1 Not to Exceed: \$346,629.69

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

Other comments: Change Order No. 1 – Increase of \$38,609.84
For a new Not to Exceed of \$346,629.69

Date of Certification: November 25, 2025 Amount Certified: \$346,629.69

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-173

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION PERMITTING PVWC TO SOLICIT PROPOSALS
FOR PUBLIC OUTREACH UTILIZING
COMPETITIVE CONTRACTING**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAALIER**

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 Public Outreach Professional to provide public outreach 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 Public Outreach Professional and 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.	X			
DEPADUA, C.	X			
FRIEND, G.	X			
LEVINE, J.	X			
RIZZI, D.	X			
VAN RENSALIER, R.	X			
SANCHEZ, R.	X			

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 November 25, 2025.


LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 25-174

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE PASSAIC VALLEY SEWERAGE COMMISSION (PVSC)
FOR RECEIVING AND DISPOSING OF PVWC'S LIQUID
RESIDUALS**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAIJER**

WHEREAS, the Passaic Valley Sewerage Commission ("PVSC"), has submitted correspondence dated November 5, 2025, along with a Shared Services Agreement (the "Agreement") with the Passaic Valley Water Commission ("PVWC") for the PVSC to continue to receive and dispose of PVWC's liquid residuals that are produced at the Little Falls Water Treatment Plant, for the period continuing through November 24, 2028, and PVWC wishes to continue said cooperative effort with the PVSC; and a copy of the Correspondence and Agreement is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, the PVWC Water Treatment Plant generates an estimated 47,724,840 million gallons annually of non-industrial liquid waste; and

WHEREAS, the PVSC receives and disposes of this liquid waste; and

WHEREAS, PVWC estimates the three-year cost for these services to be \$9,500,000.00; and

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

WHEREAS, the Commission has determined that the public health, safety, and welfare of its Customers can best be protected by

entering into said Agreement, as authorized under the Uniform Shared Services and Consolidation Action, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

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

WHEREAS, the Passaic Valley Sewerage Commission located in Newark, New Jersey, and PVWC are such entities; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; and

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

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

1. The PVWC hereby authorizes and awards the Shared Services Agreement for the receiving and disposing of PVWC's liquid Residuals to the Passaic Valley Sewerage Commission for the period continuing through November 25, 2028; all in accordance with the defined scope of services set forth in the Agreement and PVWC's not-to-exceed contribution amount of \$9,500,000.00 as set forth hereinabove; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as

are necessary to implement the terms and intentions of this Resolution.

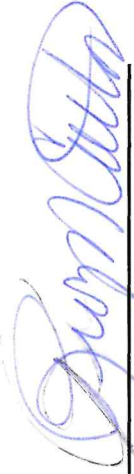
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

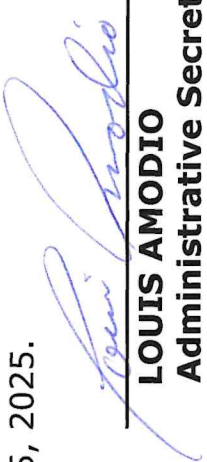


RUBY N. COTTON
Secretary

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 November 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

BREENDAN MURPHY
Chairman
LUIS A. QUINTANA
Vice Chairman
ELIZABETH CALABRESE
JOHN J. COSGROVE
L. LAWRENCE CRUMP
JAMES P. DORAN
JOSEPH F. ISOLA
HECTOR C. LORA
Commissioners



"Protecting Public Health and the Environment"

600 Wilson Avenue
Newark, NJ 07105
P (973) 344-1800 F (973) 334-2951
www.pvsc.com

Liquid Waste Acceptance Fax: (973) 466-3194

November 5, 2025

Ms. Lisa Bresemann
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

RE: Passaic Valley Water Commission

Dear Ms. Bresemann :

Enclosed please find your agreement with the Passaic Valley Sewerage Commission (PVSC) to discharge **Passaic Valley Water Commission** waste. Please sign and attest to all two (2) copies of the enclosed PVSC Agreement, and return them to PVSC (*attention LWA Department*) for execution. The execution of the Agreement will enable you to discharge only the waste specified in the Application submitted to PVSC and referenced above as the subject of this approval. If applicable, you will also find a Consent of Generator form. This document must be signed by a duly authorized representative of the generator of the waste. Please note that the rate will be **\$50.54 per 1,000 gallons. See Exhibit A Pricing**

****PLEASE NOTE****: This Agreement becomes **VOID** if it is edited in any way.

Upon execution by PVSC, an executed Agreement will be forwarded to you for your records. If this is for a new application, upon submission of the PVSC Agreement a source code will be added to our current approved source list.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 817-8424.

Sincerely,
PASSAIC VALLEY SEWERAGE COMMISSION

Cameron Chadwick

Cameron Chadwick
Liquid Waste Acceptance Supervisor 1

CC/dt
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director
Thomas Fascaldo, Acting Clerk
File, Liquid Waste Acceptance

PVSC AGREEMENT # 20250031

GREGORY A. TRAMONTOZZI
Executive Director
THOMAS FASCALDO
Acting Clerk
MICHAEL D. WITT, ESQ.
General Counsel



**LIQUID WASTE ACCEPTANCE PROGRAM
AGREEMENT
WITH
PASSAIC VALLEY WATER COMMISSION
(MUNICIPAL, NON-CATEGORICAL)**

PVSC Customer Number: 26B
PVSC Agreement Number: 20250031
Date: 11/05/2025

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this [REDACTED] day of [REDACTED], 2025, between the PASSAIC VALLEY SEWERAGE COMMISSION, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 (“PVSC”) and PASSAIC VALLEY WATER COMMISSION, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 40:14B-1, et seq., with principal offices located at 1525 Main Ave., Clifton, NJ 07011 (“CUSTOMER”)(collectively, the “Parties”).

RECITALS

1. PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey (the “PVSC Wastewater Treatment Plant.”)
2. The PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities.
3. CUSTOMER is a governmental entity generator of non-hazardous municipal sludge, as determined by PVSC, and desires to have such non-hazardous municipal sludge treated and disposed of by PVSC.
4. PVSC is agreeable to treat and dispose of CUSTOMER’s non-hazardous municipal sludge, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1

GENERAL SCOPE

- A. CUSTOMER agrees to deliver liquid waste approved by PVSC (the “Waste”) at no cost to PVSC to the point of connection to PVSC’s system, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its waste, the hauler must be approved by PVSC pursuant to its procedures.
- B. The Waste shall meet all PVSC standards for discharge, including the applicable sections of the “Rules and Regulations Concerning Discharges to the Passaic Valley Sewerage Commission Treatment Works” (the “PVSC Rules and Regulations”), which are incorporated by reference into this Agreement as if fully set forth herein. The Waste shall not be detrimental to PVSC’s treatment plant, as may be determined by PVSC in PVSC’s sole discretion.

C. PVSC will accept the Waste from CUSTOMER subject to the limitations as set forth in Section 2 below, and CUSTOMER shall pay for the treatment and disposal of the Waste as provided in this Agreement.

SECTION 2
WASTE AMOUNT, PROHIBITED CONTENT,
SERVICE CHARGES, AND MANNER OF DELIVERY

A. CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 50% of its total Waste production during the term of this Agreement. Unless CUSTOMER is incinerating its Waste at its own facility, CUSTOMER agrees that if it does not deliver 50% of its total Waste production, it will pay PVSC for any Waste production not delivered at the rate specified in this Agreement. The PVSC agrees to accept, treat and dispose of the non-hazardous waste delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

B. CUSTOMER shall not discharge into PVSC's wastewater treatment plant:

1. Any prohibited waste as defined by Section 312 or any other of PVSC's Rules and Regulations.
2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.
3. Any waste with a pollutant content greater than contained in the documentation submitted in CUSTOMER'S Application.
4. Any waste which is defined as "hazardous" by the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP"), PVSC, and/or any federal or State regulatory agency.
5. Mixtures of the approved waste, as defined in CUSTOMER'S Application, with any other waste.
6. Any waste which exceeds the maximum percent total solids contained in Exhibit A hereof.

C. Waste shall be delivered by CUSTOMER via tank truck or barge provided with either a gravity discharge or a self-contained pump capable of discharging the waste through

approximately 10 feet of a 4- or 6-inch discharge hose to an at grade connection or other designated discharge point.

D. PVSC shall have the right to sample any Waste delivery before or during discharge and analyze for any parameter.

E. PVSC shall have the right to reject any Waste delivery if, in its sole determination, the introduction of the contents may negatively impact the operation of the PVSC system.

SECTION 3 **SERVICE CHARGE; ANNUAL ADJUSTMENT; BILLING**

A. In consideration for the treatment and disposal of the Waste by PVSC, CUSTOMER agrees to pay PVSC a service charge at the rate specified in Rate Schedule attached to this Agreement as Exhibit A. All charges for Waste deliveries shall be based upon full truckloads, regardless of whether a full truckload is delivered. PVSC may, at its option, require CUSTOMER to provide a weight ticket from a certified scale to confirm volume.

B. The weight or weighted average of total solids content of any Waste delivered by CUSTOMER to PVSC will be determined exclusively by PVSC's State-certified laboratory. PVSC Laboratory determinations/results will be the basis for weight and/or weighted averages of solids used for PVSC billing purposes.

C. Commencing the second year of the term of this Agreement, and for every year during the term of this Agreement thereafter and during any extension thereof, including the exercise of any option term of this Agreement, the rate shall, on an annual basis starting on the 1st day of the month of the anniversary of this Agreement and repeating on the 1st day of the month of the anniversary date of each calendar year thereafter, be increased or decreased consistent with, and in the amount of, any increase or decrease in the Consumer Price Index ("CPI") as published by the U.S. Department of Labor, Bureau of Statistics for New York-Northern New Jersey, all items (1982-1984 the average for items equals 100 - Series ID No. CUURS12ASA0). The CPI used for the increase will be based on the CPI of the month of the anniversary date of the contract from the previous year. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to the anniversary of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing anniversary. The termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

D. PVSC shall charge and bill CUSTOMER monthly for services provided during the term of this Agreement. Charges are due and owing upon receipt by CUSTOMER of the monthly bill. Interest shall accrue at the rate of one-and-one-half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

E. CUSTOMER will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

SECTION 4 **TESTING AND MONITORING**

A. CUSTOMER shall be responsible for waste sampling, testing, reporting, or other requirement of NJDEP and USEPA and for the cost thereof, for monitoring for waste quality parameters, including, but not limited to, heavy metals and toxic organic chemicals. Copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for waste quality parameters shall be filed with PVSC simultaneously their submission to the regulatory agency(s).

B. CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations, and any applicable State and federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five (5) years, and shall be available for inspection by PVSC during CUSTOMER'S regular business hours.

SECTION 5 **SPILLAGE**

Any spillage caused by CUSTOMER or CUSTOMER'S hauler and/or equipment while on PVSC property shall be CUSTOMER'S responsibility to properly clean up at CUSTOMER'S expense. The clean-up shall meet all federal and State requirements and regulations, including supplying all documentation.

SECTION 6 **TERM OF AGREEMENT; TERMINATION**

A. The term of this Agreement shall commence on [REDACTED] and end on [REDACTED], for a total of two (3) years. (TBD After Director's Signature)

B. If upon the expiration of this Agreement, PVSC continues to provide service and CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

C. If this Agreement is renewed or extended, CUSTOMER shall complete and submit a new PVSC Application, including all required laboratory analysis. Failure to submit a complete Application or shall constitute a CUSTOMER default of this Agreement.

D. If CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may immediately and without further notice terminate services, provided that such termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If timely payment is not made by CUSTOMER and PVSC institutes an action for collection, PVSC shall be entitled to be reimbursed for all costs of collection, including filing fees and reasonable attorney fees.

E. If NJDEP or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall automatically terminate within sixty (60) days of implementation of the plan. If the plan renders any provision of this Agreement unenforceable or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement upon sixty (60) days' notice.

F. Regardless of any other provision in this Agreement, PVSC shall have the absolute right to suspend and/or terminate this Agreement if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the waste to be delivered pursuant to this Agreement, or if the treatment of such waste will or has caused PVSC to violate any regulatory control mechanism under which it is permitted to operate its facility, and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on seven (7) days' written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision.

SECTION 7 REGULATORY ENFORCEMENT

A. In addition to, and separate and apart from the enforcement of any contractual rights under the terms and conditions of this Agreement, PVSC reserves the right to institute such regulatory enforcement actions as it may deem appropriate under applicable federal and/or State law, as well as those contained in PVSC's Rules and Regulations in the event of CUSTOMER'S violation of this Agreement.

B. In the event any waste discharged by CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP, and/or any other governmental agency law, rule or permit, then in any such case, CUSTOMER shall indemnify and hold PVSC harmless without limitation and in full for such additional costs incurred, or fines, or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that CUSTOMER, or its agents, or its waste was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any

amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

SECTION 8 **COVENANT BY PVSC**

A. PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

B. PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

SECTION 9 **INDEMNIFICATION**

CUSTOMER agrees to indemnify and hold PVSC harmless without limitation and in full from any and all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

SECTION 10 **INSURANCE**

A. CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- | | |
|---|-------------|
| a. Injury or death to one person | \$1,000,000 |
| b. Injury or death to more than one person or more than a single occurrence | \$2,000,000 |
| c. Property damage | \$1,000,000 |
| d. Property damage on account of all occurrences | \$2,000,000 |

B. CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by CUSTOMER with the Executive Director of PVSC. If CUSTOMER is self-insured, CUSTOMER shall provide PVSC proof of its self-insurance and provide a Certificate of Self-Insurance as required by this section.

SECTION 11

GOVERNING LAW AND VENUE

A. This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of CUSTOMER and (if applicable) generator and shall be governed by and construed in accordance with the laws of the State of New Jersey. Further, CUSTOMER and (if applicable) generator agree to waive as a defense to any actions arising out of the discharge of wastes to PVSC's facility, the fact that CUSTOMER or (if applicable) generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

B. The Parties agree that all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the District of New Jersey (Newark) or in the Superior Court of the State of New Jersey, Essex Vicinage. The parties further waive all rights to trial by jury.

SECTION 12

ASSIGNMENT PROHIBITED

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

SECTION 13

INTEGRATION; MODIFICATION; CONSTRUCTION

A. The parties hereby agree and acknowledge that this Agreement represents the entire understanding between them with regard to the subject matter of the Agreement and supersedes all other communications, oral or written, between them regarding the subject matter of the Agreement.

B. No additions, changes, modifications, renewals, or extensions of this Agreement shall be binding unless reduced to writing and signed by CUSTOMER and PVSC.

C. No provision of this Agreement or any document related hereto shall be construed or interpreted to the disadvantage of any party by any court, governmental entity, or any other person by virtue of the party being deemed the drafter or constructor of such provision.

SECTION 14
NO RIGHTS IN PVSC

It is expressly acknowledged and understood by CUSTOMER that CUSTOMER is solely a contract customer of PVSC's Liquid Waste Acceptance Program and nothing in this Agreement shall or is intended to in any way convey any rights to CUSTOMER whatsoever with regard to ownership, capital, property rights, or equity in the system or plant of PVSC, nor shall CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

THIS SPACE LEFT INTENTIONALLY BLANK

SIGNATURES

THE PARTIES ACKNOWLEDGE that they have read, understand, and accept the foregoing Agreement, including any attachments, exhibits, and supplements, and that they are legally authorized to enter into this Agreement, as evidenced by the signatures and corporate seals affixed below.

PASSAIC VALLEY SEWERAGE COMMISSION

By: GREGORY A. TRAMONTOZZI Attest: Thomas Fuscaldo
Executive Director Acting Clerk

PASSAIC VALLEY WATER COMISSION

By: _____ Attest: _____
(Name) (Name)
(Title) (Title)

EXHIBIT A

PASSAIC VALLEY WATER COMISSION -2025

<u>Percent Total Solids</u>	<u>Price per 1,000 gallons</u>
Up to 1.99	\$50.54
2.00 to 2.49	\$52.73
2.50 to 2.99	\$55.00
3.00 to 3.49	\$57.38
3.50 to 3.99	\$59.86
4.00 to 4.49	\$62.44
4.50 to 4.99	\$65.14
5.00 to 5.49	\$67.95
5.50 to 5.99	\$70.88
6.00 to 6.49	\$73.95
6.50 to 6.99	\$77.14
7.00 to 7.49	\$80.47
7.50 to 7.99	\$83.95
8.00 to 8.49	\$87.57
8.50 to 8.99	\$91.35
Above 9.00	\$95.30

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Shared Services Agreement
“Receiving and Disposing of PVWC’s Liquid Residuals”
Passaic Valley Sewerage Commission

Amount of Project or Contract:

\$9,500,000.00

- 1. Acct: # 001-1002-421-74-02
BUDGET/RESIDUAL MGT/HAULING
- 2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025 - 2028

Other comments: Three Years Commencing on November 25, 2025

Date of Certification: November 25, 2025 Amount Certified: \$346,629.69

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-175

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING WITHDRAWAL/TERMINATION OF
MEMBERSHIP IN THE NEW JERSEY SUSTAINABLE ENERGY JOINT
MEETING (NJSEM)**

DATE OF ADOPTION: NOVEMBER 25, 2025

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

Seconded by Commissioner: **RON VAN RENSAIJER**

WHEREAS, the Passaic Valley Water Commission ("PVWC") is currently a member of the New Jersey Sustainable Energy Joint Meeting ("NJSEM"), having previously executed the Joint Contract Joinder Agreement and related membership documents; and

WHEREAS, the governing body of PVWC has reviewed the terms of the Joint Contract, NJSEM Bylaws, and PVWC's ongoing participation in NJSEM and has determined that it is in the best interests of PVWC to withdraw its membership from NJSEM; and

WHEREAS, PVWC wishes to effectuate a formal withdrawal/termination of membership in NJSEM in accordance with any notice, timing, and other requirements set forth in the Joint Contract and NJSEM Bylaws and to authorize certain officers and officials of PVWC to take all actions necessary to accomplish the same; and

WHEREAS, the Notice of Intent to opt out of the NJSEM Joint Contract, to be issued by the Chief Engineer, will be sent to the Joint Contract Attorney following the adoption of said resolution, and said Notice is attached hereto and made a part hereof as **Exhibit A**.

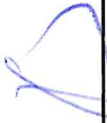
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. PVWC hereby authorizes and directs the Commission to execute and deliver a written Notice of Withdrawal/Termination to the New Jersey Sustainable Energy Joint Meeting and to take such other actions as are necessary or appropriate to effectuate PVWC's withdrawal from NJSEM in accordance with the Joint Contract and NJSEM Bylaws; and
2. PVWC authorizes and directs the appropriate officials and employees of the Commission to: (a) review and, if required, execute any membership termination, withdrawal, or release documents required by the Joint Contract, NJSEM Bylaws or NJSEM administrative procedures; (b) provide any required notices to NJSEM, to the County Management Sub-Committee and State Management Committee (if applicable), and to any third parties; and (c) take all further acts and execute all further documents as they may reasonably determine to be necessary to effectuate the withdrawal and to protect the interests of PVWC; and
3. PVWC reserves the right to accept or reject any proposed termination agreement, and to negotiate terms to the extent permitted by the Joint Contract and NJSEM Bylaws; and
4. 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.	X	—	—	—
DEPADUA, C.	X	—	—	—
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.



RIGO SANCHEZ
President



RUBY N. COTTON
Secretary

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

CERTIFICATION

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



LOUIS AMODIO
Administrative Secretary

November 25, 2025

Mr. Jason Thorpe, Esq.
9 Campus Drive, Suite 216
Parsippany, NJ 07054
JThorpe@permainc.com

Re: Notice of Intent to Opt Out of NJSEM Joint Contract

Dear Mr. Thorpe:

Please accept this correspondence as the formal notice that the Passaic Valley Water Commission (PVWC) elects to opt out of the New Jersey Sustainable Energy Joint Meeting (NJSEM) Joint Contract.

PVWC has reviewed its current and future energy procurement needs and has determined that it is in the best interest of the Commission to discontinue participation in the NJSEM program at the conclusion of the existing contract term. Accordingly, PVWC requests confirmation that this notice satisfies the required procedures for withdrawal and that no further action is needed on our part to ensure non-renewal.

Should any additional documentation, forms, or formal notices be required to finalize PVWC's withdrawal from the NJSEM program, please advise, and we will provide them promptly.

Thank you for your attention to this matter.

Sincerely,

Patrick Porcaro

Patrick Porcaro, P.E.
Chief Engineer

cc: J. Mueller, Executive Director
C. Vozzella, Executive Assistant
Y. Weiss, Chief Financial Officer