



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #26-EXE-4

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: APRIL 22, 2026

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

COMMISSIONER: RUBY N. COTTON offers the following Resolution for adoption:

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

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

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

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

Second by COMMISSIONER: JEFF LEVINE Time: 10:45 a.m.

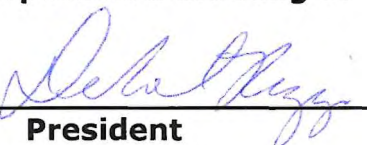
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

On Advise of General Counsel, No Roll was needed.

AYE NAY ABSTAIN ABSENT

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEB RIZZI



Secretary
RUBY N. COTTON



PASSAIC VALLEY WATER COMMISSION

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of APRIL 22, 2026.

LOUIS AMODIO
Administrative Secretary

RESOLUTION # 26-057

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING PVWC TO
RE-BID CONTRACT #26-V-17
ENTITLED "DENSE GRADE AGGREGATE"**

DATE OF ADOPTION: APRIL 22, 2026

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

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 16, 2026, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-17 entitled "Dense Grade Aggregate" from Braen Stone Industries; and

WHEREAS, upon opening the bid it was discovered there was a flaw in the bidding documents and it was determined that it is in the best interest for PVWC to significantly revise the bid specifications due to a calculation error; and

WHEREAS, is desirous of soliciting these items that are necessary to the operations of Passaic Valley Water Commission; and

WHEREAS, the Local Public Contracts Law provides for the PVWC to re-bid this contract; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, to authorize the Buyer to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined

that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;


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

1. It is in the best interest for PVWC to significantly revise the bid specifications for Contract No. 26-V-17; and
 2. Due to the necessary signification revisions, the single bid received shall be rejected.
 3. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 26-V-17 " Dense Grade Aggregate " in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.
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RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

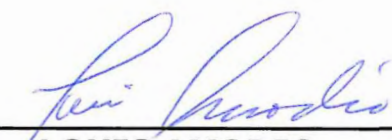


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

RESOLUTION # 26-058

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING PVWC TO
RE-BID CONTRACT #26-B-10
ENTITLED "TANK INTEGRITY TESTING"**

DATE OF ADOPTION: APRIL 22, 2026

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

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 9, 2026, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-B-10 entitled "Tank Integrity Testing"; and

WHEREAS, TTI Environmental, Inc.'s bid was deemed unresponsive due failure to submit a mandatory non-curable bidding document; and

WHEREAS, is desirous of soliciting these items that are necessary to the operations of Passaic Valley Water Commission; and

WHEREAS, the Local Public Contracts Law provides for the PVWC to re-bid this contract; and

WHEREAS, in accordance with the Specifications and the Invitation to Bidders provided with respect to the above-referenced contract, the Commission has retained the authority, to authorize the Buyer to re-bid the said contract in accordance with the Local Public Contracts Law; and

WHEREAS, the Commissioners of PVWC have considered the recommendations of PVWC's Executive Director, Chief Financial Officer, Director of Engineering, and Director of Purchasing (and PVWC's General Counsel as to form and legality) and have determined

that it is appropriate and in the best interest of PVWC, its users and constituent municipalities, to adopt same as its act;

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

1. That one (1) unresponsive bid was received by PVWC on April 9, 2026, with respect to the Contract; and
2. That the appropriate officials and employees of the Commission be and are hereby directed to solicit new bids for Contract No. 26-B-10 "Tank Integrity Testing" in accordance with these findings and applicable law, and to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

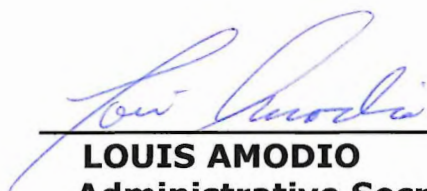


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 26-059

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-10
ENTITLED "FURNISH AND DELIVER FERRIC SULFATE"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 14, 2026, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-10 entitled "Furnish and Deliver Ferric Sulfate"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Kemira Water Solutions, Inc. of Lawrence, Kansas (the "Awardee") with respect to said bid, in the amount of \$3,596,400.00 for a period of one (1) year; and

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

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

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

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

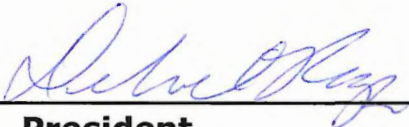
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

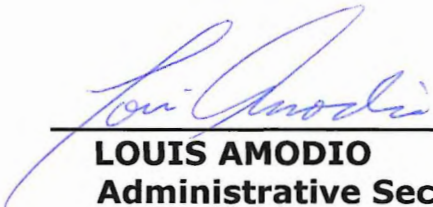


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER FERRIC SULFATE

Contract # 26-V-10

Bid Tabulation Evaluation

Bid Opening Date: April 14, 2026 at 2:00 PM

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|--------------------------|---|
| Kemira Water Solutions, Inc. 4321 W 6th Street Lawrence, KS 66049 | <input type="checkbox"/> Certified Check | \$3,596,400.00 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| Penco, Inc. PO Box 600 San Felipe, TX 77473 | <input type="checkbox"/> Certified Check | \$4,599,996.00 | <input checked="" type="checkbox"/> EEO |
| | <input type="checkbox"/> Cashier's Check | | <input checked="" type="checkbox"/> Business Registration Cert. |
| | <input checked="" type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Other Consent of Surety |

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 26-V-10
"Furnish and Deliver Ferric Sulfate"
Kemira Water Solutions, Inc.

\$3,596,400.00 - Contract 26-V-10

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

Other comments: One Year Commencing in April 2026

Date of Certification: April 22, 2026 Amount Certified: \$3,596,400.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-060

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-11
ENTITLED "FURNISH AND DELIVER POLYALUMINUM
CHLORIDE"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 14, 2026, two (2) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-11 entitled "Furnish and Deliver Polyaluminum Chloride"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Usalco of Baltimore, Maryland (the "Awardee") with respect to said bid, in the amount of \$671,516.00 for a period of one (1) year; and

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

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

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

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

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

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

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

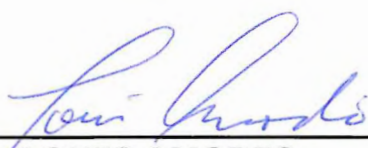


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER POLYALUMINUM CHLORIDE

Contract # 26-V-11

Bid Tabulation Evaluation

Bid Opening Date: April 14, 2026 at 2:00 PM

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|--|---|--------------------------|---|
| Usalco 2601 Cannery Avenue Baltimore, MD 21226 | <input type="checkbox"/> Certified Check | \$671,516.00 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| Kemira Water Solutions, Inc. 4321 West 6th Street Lawrence, KS 66049 | <input type="checkbox"/> Certified Check | \$685,992.00 | <input checked="" type="checkbox"/> EEO |
| | <input type="checkbox"/> Cashier's Check | | <input checked="" type="checkbox"/> Business Registration Cert. |
| | <input checked="" type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Public Works Cont. Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Other Consent of Surety |

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 26-V-11
"Furnish and Deliver Polyaluminum Chloride"
USALCO, LLC

\$671,516.00 - Contract 26-V-11

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

Other comments: One Year Commencing in April 2026

Date of Certification: April 22, 2026 Amount Certified: \$671,516.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-061

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-12
ENTITLED "FURNISH AND DELIVER HYDROGEN PEROXIDE"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 14, 2026, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-12 entitled "Furnish and Deliver Hydrogen Peroxide"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Brenntag Northeast, LLC of Reading, Pennsylvania (the "Awardee") with respect to said bid, in the amount of \$51,400.00 for a period of one (1) year; and

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

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

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

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

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

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

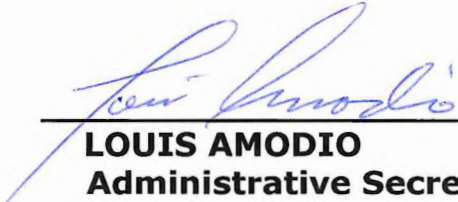


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER HYDROGEN PEROXIDE

Contract # 26-V-12

Bid Tabulation Evaluation

Bid Opening Date: April 14, 2026 at 2:00 PM

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|---|---|--------------------------|---|
| Brenntag Northeast, LLC 81 West Huller Lane Reading, PA 19605 | <input type="checkbox"/> Certified Check | \$51,400.00 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | | | <input checked="" type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | | | <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | <input type="checkbox"/> Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | <input type="checkbox"/> Bid Bond 10% | | <input type="checkbox"/> Other Consent of Surety |
| | <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Public Works Cont. Cert. |
| | | | <input type="checkbox"/> EEO |

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.: 26-V-12
"Furnish and Deliver Hydrogen Peroxide"
Brenntag Northeast, LLC

\$51,400.00 - Contract 26-V-12

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

Other comments: One Year Commencing in April 2026

Date of Certification: April 22, 2026 Amount Certified: \$51,400.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-062

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-13
ENTITLED "FURNISH AND DELIVER FLOCCULATION AID DRY
POLYMER"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 14, 2026, one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-13 entitled "Furnish and Deliver Flocculation Aid Dry Polymer"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Polydyne Inc. of Riceboro, Georgia (the "Awardee") with respect to said bid, in the amount of \$128,000.00 for a period of one (1) year; and

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

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

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

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

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

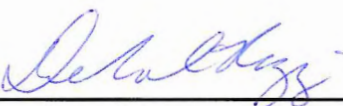
20.7, and in accordance with said Response, as set forth hereinabove; and

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

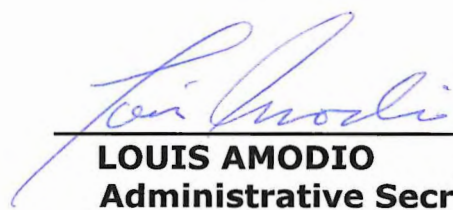


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: FURNISH AND DELIVER FLOCCULATION AID DRY POLYMER A-3333P

Contract # 26-V-13

Bid Tabulation Evaluation

Bid Opening Date: April 14, 2026 at 2:00 PM

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|--|--|--------------------------|--|
| Polydene Inc. P O Box 278 Riceboro, GA 31323 | <input type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed \$20K | \$128,000.00 | <input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed \$20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | <input type="checkbox"/> Certified Check <input type="checkbox"/> Cashier's Check <input type="checkbox"/> Bid Bond 10% <input type="checkbox"/> Not to Exceed 20K | | <input type="checkbox"/> Business Registration Cert. <input type="checkbox"/> PVWC Consent of Surety <input type="checkbox"/> Other Consent of Surety <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 26-V-13
"Furnish and Deliver Flocculation Aid Dry
Polymer"
Polydyne Inc.

\$128,000.00 - Contract 26-V-13

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

Other comments: One Year Commencing in April 2026

Date of Certification: April 22, 2026 Amount Certified: \$128,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-063

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-06 ENTITLED
"BRASS WATER SERVICE FITTINGS (RE-BID)"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, on April 22, 2026, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-06 entitled "Furnish and Deliver Brass Water Service Fittings (Re-Bid)", and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Brent Material Company of Florham Park, New Jersey (the "Awardee") with respect to said bid, in the amount of \$1,042,061.50, for a period of one (1) year; and

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

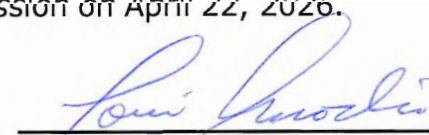


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

TITLE: BRASS WATER SERVICE LINE FITTINGS

Contract # 26-V-06 REBID

Bid Tabulation Evaluation

Bid Opening Date: April 16, 2026

| BIDDERS | BID DEPOSIT | TOTAL AMOUNT OF CONTRACT | REMARKS |
|--|---|--------------------------|---|
| Brent Material Company 325 Columbia Turnpike Suite 308 Florham Park, NJ 07932 | Certified Check | \$1,042,761.50 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20,000 | | <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO |
| Raritan Group, Inc. 660 Route 23 Pompton Plains, NJ 07444 | Certified Check | \$1,062,421.80 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20,000 | | <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO |
| Core & Main LP PO Box 10120 New Brunswick, NJ 08906 | Certified Check | \$1,074,785.00 | <input checked="" type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input checked="" type="checkbox"/> PVWC Consent of Surety |
| | <input checked="" type="checkbox"/> Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | <input checked="" type="checkbox"/> Not to Exceed \$20,000 | | <input type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO |
| | Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | Not to Exceed | | <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | Not to Exceed | | <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |
| | Certified Check | | <input type="checkbox"/> Business Registration Cert. |
| | Cashier's Check | | <input type="checkbox"/> PVWC Consent of Surety |
| | Bid Bond | | <input type="checkbox"/> Other Consent of Surety |
| | Not to Exceed | | <input type="checkbox"/> Public Works Cont. Cert. <input type="checkbox"/> EEO |

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No.: 26-V-06
"Furnish and Deliver Brass Water Fittings"
Brent Material Company

Amount of Project or Contract: \$1,042,761.50

1. Acct. #- 001-0000-131-01-00
CAPITAL - INVENTORY
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2026/2027

Date of Certification: April 22, 2026

Certified: \$1,042,761.50

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-064

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 2
FOR CONTRACT NO. 24-V-13 ENTITLED
"HOT MIX ASPHALT"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

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

WHEREAS, PVWC approved Change Order No. 1 on October 22, 2025, by way of Resolution No. 25-147 to cover the cost of additional quantities for hot mix asphalt that was required due to the surge in Main Breaks during the months of December 2024, January and February 2025; and

WHEREAS, Proposed Change Order No. 2 is required to pay for additional quantities for hot mix asphalt that was required due to the surge in Main Breaks during the months of January and February 2026 under this Agreement to accommodate PVWC's increased demands, with a total increase of \$34,468.25, which brings the total adjusted Contract Price up to \$309,838.25; and

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

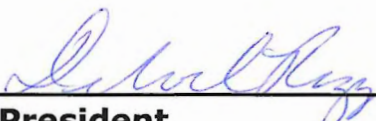
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby authorizes and awards Change Order No. 2 to the terms as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute this Change Order as set forth hereinabove and implement the terms of this Change Order in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Change Order No. 2 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 |
|--------------------------|-----------------|------------|----------------|-----------------|
| VAN RENSALIER, R. | ___ | ___ | ___ | <u>X</u> |
| COTTON, R. | <u>X</u> | ___ | ___ | ___ |
| DEPADUA, C. | ___ | ___ | ___ | <u>X</u> |
| SANCHEZ, R. | <u>X</u> | ___ | ___ | ___ |
| LEVINE, J. | <u>X</u> | ___ | ___ | ___ |
| FRIEND, G. | <u>X</u> | ___ | ___ | ___ |
| RIZZI, D. | <u>X</u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

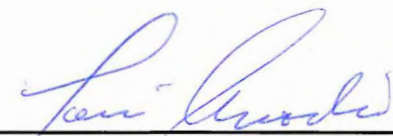


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 24-V-13 – Change Order No. 2
Entitled “Hot Mix Asphalt”
Tilcon NY Inc.

Amount of Project or Contract:

Initial Amount: \$229,475.00
Change Order No. 1 Increase to \$275,370.00
Change Order No. 2 Increase of \$34,468.25 to \$309,838.25

1. Acct: # 001-3002-424-43-05
BUDGET/MATERIALS/STREET RESURFACE
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2026

Other comments: Change Order No.2 Increase of \$34,468.25
For a new Not to Exceed of \$309,838.25

Date of Certification: April 22, 2026 Amount Certified: \$309,838.25

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-065

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AWARD PROJECT NO. 25-PA-13, "DOCUMENT MANAGEMENT AND RETENTION SOLUTIONS"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 25-PA-13, "Document Management and Retention Solutions" (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 eight (8) professional (or provider of extraordinary un-specifiable services) provider; 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 firm of **Ademero Inc., of Lakeland Florida** (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received January 30, 2026 (hereinafter the "Responses"),

WHEREAS, PVWC is desirous of awarding a five (5) year contract to Ademero, Inc., for these services in the amount of \$312,800.00; 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 attached hereto as **Exhibit B**.

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

1. That PVWC hereby 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

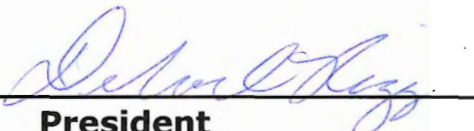
are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution, and

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 |
|--------------------------|--------------|------------|----------------|---------------|
| VAN RENSALIER, R. | ___ | ___ | ___ | <u> X </u> |
| COTTON, R. | <u> X </u> | ___ | ___ | ___ |
| DEPADUA, C. | ___ | ___ | ___ | <u> X </u> |
| SANCHEZ, R. | <u> X </u> | ___ | ___ | ___ |
| LEVINE, J. | <u> X </u> | ___ | ___ | ___ |
| FRIEND, G. | <u> X </u> | ___ | ___ | ___ |
| RIZZI, D. | <u> X </u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

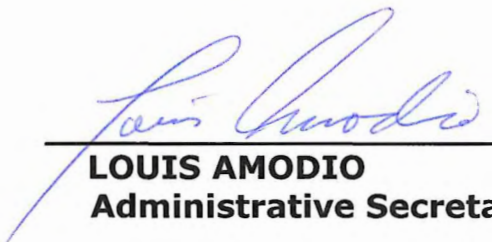


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

DATE: April 13th, 2026
 TO: J. Mueller
 FROM: L. Kelly
 RE: Project No.: 25-PA-13
 Entitled "Document Management and Retention Solutions"

After receiving permission from the Board to solicit proposals, we received eight (8) submissions for the above-referenced project. Seven people were assigned to the evaluation committee. Based on the review and the scoring of said proposals, the four firms who received the highest initial scores were shortlisted for further evaluation*. Each of the four firms selected gave presentations to the evaluation committee where they were able to demonstrate their software and provide answers to questions prepared by the evaluation committee. Based on the proposals and the presentations, the evaluation committee arrived at the weighted scores listed below, it is recommended that Ademero Inc. be awarded this project at a cost not-to-exceed \$312,800.00.

| Reviewer | Ademero, Inc. | Concourse Tech Inc. | I3-Imagesoft, LLC | Laserfiche |
|---------------|---------------|------------------------|----------------------|--------------|
| 1 | 815 | 761 | 795 | 784 |
| 2 | 790 | 771 | 780 | 794 |
| 3 | 780 | 781 | 695 | 719 |
| 4 | 845 | 766 | 775 | 794 |
| 5 | 855 | 776 | 775 | 859 |
| 6 | 830 | 736 | 745 | 794 |
| 7 | 765 | 661 | 640 | 689 |
| Cost | \$312,800.00 | \$725,000.00 | \$776,358.00 | \$697,472.80 |
| Average Score | 5680 | 5252 | 5205 | 5433 |

*An additional firm was also interviewed as they were contracted to prepare the specifications. The vendor did not rank high enough to qualify for the second round.

EXHIBIT B

RESOLUTION NO. 26-066

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 26-PE-03,
"PROFESSIONAL ENGINEERING SERVICES FOR
REHABILITATION OF WATER TREATMENT PROCESS AT THE
LFWTP"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 26-PE-03, "Professional Services for Rehabilitation of Water Treatment Processes at the LFWTP" (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 nine (9) professional (or provider of extraordinary un-specifiable services) provider; 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 firm of **HDR Engineering of Woodcliff Lake, New Jersey**, (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received March 10, 2026 (hereinafter the "Responses"), with reimbursement to be on a Take-and Pay, Time-and-materials basis, not to exceed \$750,000.00 for the Awardee 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 attached hereto as **Exhibit B**.

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

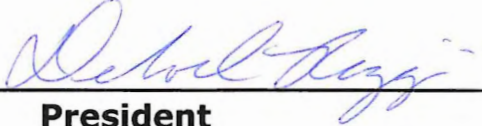
1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Responses, as set forth hereinabove; and

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, 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 |
|--------------------------|-----------------|------------|----------------|-----------------|
| VAN RENSALIER, R. | ___ | ___ | ___ | <u>X</u> |
| COTTON, R. | <u>X</u> | ___ | ___ | ___ |
| DEPADUA, C. | ___ | ___ | ___ | <u>X</u> |
| SANCHEZ, R. | <u>X</u> | ___ | ___ | ___ |
| LEVINE, J. | <u>X</u> | ___ | ___ | ___ |
| FRIEND, G. | <u>X</u> | ___ | ___ | ___ |
| RIZZI, D. | <u>X</u> | ___ | ___ | ___ |

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

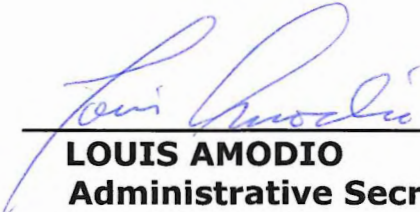


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

INTEROFFICE MEMORANDUM

DATE: April 13th, 2026
 TO: J. Mueller
 FROM: L. Kelly
 RE: Project No.: 26-PE-03
 Entitled "Professional Engineering Services for
 Rehabilitation of Water Treatment Processes at the
 LFWTP"

After receiving permission from the Board to solicit proposals, we received nine (9) submissions for the above-referenced project. Three people were assigned to the evaluation committee. Based on the review of said proposals, the evaluation committee arrived at the weighted scores listed below. It is recommended that HDR Engineering, Inc., be awarded this project at a cost not-to-exceed \$750,000.00

| Reviewer | AECOM | Carollo Engineers | CME Associates | H2M Associates | HDR Engineering |
|---------------|--------------|-------------------|----------------|----------------|-----------------|
| 1 | 605 | 770 | 605 | 650 | 980 |
| 2 | 705 | 930 | 595 | 710 | 945 |
| 3 | 870 | 870 | 870 | 920 | 920 |
| Cost | \$750,000.00 | \$750,000.00 | \$750,000.00 | \$750,000.00 | \$750,000.00 |
| Average Score | 2180 | 2570 | 2070 | 2280 | 2845 |

| Reviewer | Mott MacDonald | Remington & Vernick | Richard A. Aliamo | T. Y. Lin International |
|---------------|----------------|---------------------|-------------------|-------------------------|
| 1 | 800 | 445 | 455 | 445 |
| 2 | 770 | 690 | 500 | 785 |
| 3 | 900 | 950 | 900 | 100 |
| Cost | \$750,000.00 | \$750,000.00 | \$750,000.00 | \$750,000.00 |
| Average Score | 2470 | 2085 | 1855 | 2230 |

EXHIBIT B

**RESOLUTION # 26-067
PASSAIC VALLEY WATER COMMISSION**

RESOLUTIONS AWARDING PROJECT 26-PE-06 ENTITLED "PROFESSIONAL SERVICES FOR PROGRAM MANAGEMENT OF PVWC'S WATER MAIN REPLACEMENT PROGRAM AND MANAGEMENT OF COMMISSION'S MASTER PERMIT WITH NJDEP"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 26-PE-06, "Professional Services for Program Management of PVWC's Water Main Replacement Program and Management of Commission's Master Permit with NJDEP" (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 services to be rendered pursuant hereto constitute professional services (or extraordinary un-specifiable services) within the meaning and intent of the Local Public Contracts Law; 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 four (4) 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 **CME Associates** ("CME") of East Brunswick, New Jersey, and **H2M Architects and Engineers** ("H2M") of Parsippany, New Jersey (the "Awardees") was determined to be the most professionally qualified and capable of performing the required services

with respect to the Project and the responses received April 9, 2026 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$225,000.00 for CME, and \$150,000 for H2M over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used for the following activities: 1) Perform Program Management Services for Commission's Water Main Replacement Program; 2) Conduct maintenance of PVWC's Master Permit with the NJDEP; 3) Perform developer site plan reviews and make recommendations for making distribution system improvements; 4) Continue performing hydraulic model calibration, updates and maintenance; 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 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 attached hereto as **Exhibit B**.

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.

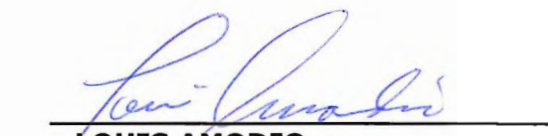

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

| | | | | |
|---|-------------|---------------------|-----------------|-------------|
| PROJECT 26-PE-06 | | | | |
| PROGRAM MANAGEMENT OF WM REPLACEMENT PROGRAM | | | | |
| EVALUATION SCORES | | | | |
| | | | | |
| REVIEWER | CME | CP ENGINEERS | DEWBERRY | H2M |
| 1 | 830 | 600 | 510 | 800 |
| 2 | 745 | 755 | 690 | 810 |
| 3 | 915 | 700 | 805 | 815 |
| TOTAL | 2490 | 2055 | 2005 | 2425 |
| Ranking | 1 | 3 | 4 | 2 |

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 26-PE-06
"Professional Services for Program
Management of PVWC's Water Main
Replacement Program and Management of
Commission's Master Permit with NJDEP"
CME Associates

Project No. 26-PE-06
Not to Exceed \$225,000.00

1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2026/2027

Other comments: Professional Services – One Year

Date of Certification: April 22, 2026 Certified: \$225,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

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 26-PE-06
"Professional Services for Program
Management of PVWC's Water Main
Replacement Program and Management of
Commission's Master Permit with NJDEP"
H2M Architects and Engineers

Project No. 26-PE-06
Not to Exceed \$150,000.00

1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2026/2027

Other comments: Professional Services – One Year

Date of Certification: April 22, 2026 Certified: \$150,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-068

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO EXTEND PROJECT 25-PE-12 ENTITLED "PROFESSIONAL SERVICES FOR CONDUCTING CONDITION ASSESSMENTS ON PVWC'S TRANSMISSION MAINS TO THE PVWC RESERVOIRS"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") awarded Contract No. 25-PE-12 entitled "Professional Services for Conducting Condition Assessments on PVWC's Reservoirs" (hereinafter the "Project") to Pure Technologies U.S. Inc. of Linthicum Heights, Maryland at PVWC's Commission Meeting on May 21, 2025 under Resolution No. 25-086 all in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and in an amount not to exceed \$2,200,000.00 over a period of one (1) year; 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 transmission main breaks; and

WHEREAS, PVWC seeks a non-compensatory time extension for the Contract thereby setting a new expiration date of December 31, 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

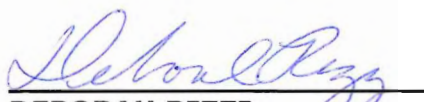
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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. | <u>X</u> | — | — | — |
| DEPADUA, C. | — | — | — | <u>X</u> |
| FRIEND, G. | <u>X</u> | — | — | — |
| LEVINE, J. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |
| VAN RENSALIER, R. | — | — | — | <u>X</u> |
| RIZZI, D. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.


LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 26-069
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AWARDING PROJECT 26-PE-15 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR ENVIRONMENTAL
REGULATORY COMPLIANCE ISSUES"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 26-PE-15, "Professional Engineering Services for Environmental Compliance Issues" (hereinafter the "Project"); 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, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for providing the following activities: 1) Assist PVWC with following all NJDEP requirements for monitoring groundwater at Clifton Yard; 2) Management of Toxic Catastrophe Prevention Act (TCPA), Underground Storage Tanks (UST), Spill Prevention, Control, and Countermeasure (SPCC), Discharge Prevention, Containment, and Countermeasure (DPCC) programs; 3) Management of Asbestos Containing Material (ACM) and Lead Plans; and

WHEREAS, the firm of **H2M Architects and Engineers** of Parsippany, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$150,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, 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 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 attached hereto as **Exhibit A**.

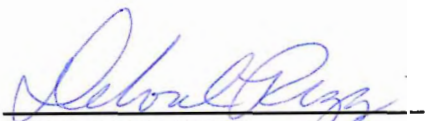
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.

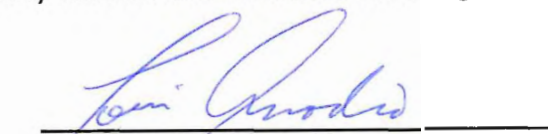

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**RESOLUTION # 26-070
PASSAIC VALLEY WATER COMMISSION**

RESOLUTION AWARDING PROJECT 26-PE-17 ENTITLED "PROFESSIONAL SERVICES FOR DESIGN OF STRUCTURAL REINFORCEMENT OF NEW STREET DAM AND PERFORM MISCELLANEOUS INSPECTIONS AND OTHER REGULATORY COMPLIANCE ISSUES FOR PVWC'S DAMS"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Award Project No. 26-PE-17, "Professional Services for Design of Structural Reinforcement of New Street Dam and Perform Miscellaneous Inspections and Other Regulatory Compliance Issues for PVWC's Dams" (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 services to be rendered pursuant hereto constitute professional services (or extraordinary un-specifiable services) within the meaning and intent of the Local Public Contracts Law; 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 three (3) professional providers (or providers of extraordinary un-specifiable services); 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 response received, the firm of **French and Parrello Associates** of Wall, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project and the response received April 16, 2026 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-

and-Materials basis, not to exceed \$125,000.00 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used to perform dam inspections, update emergency action plans, design repairs based on inspection reports, design structural improvements for the New St Dam to extend life of asset by 25 years; 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 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 attached hereto as **Exhibit B**.

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT B

RESOLUTION # 26-071

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION AWARDING PROJECT 26-PE-23 ENTITLED "PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR WATER MAIN REPLACEMENTS WITHIN THE BEECH STREET AREA IN NORTH ARLINGTON"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) to Award Project No. 26-PE-23, "Perform Construction Management and Inspection Services for Water Main Replacements within the Beech Street Area in North Arlington" (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 services to be rendered pursuant hereto constitute professional services (or extraordinary un-specifiable services) within the meaning and intent of the Local Public Contracts Law; 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 firm of **Boswell, Inc.** of South Hackensack, New Jersey, was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and the responses received April 9, 2026 (hereinafter the "Responses"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$534,218.40 over a period of

one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used to perform construction management services to oversee the North Arlington Beech Street Water Main Replacement project, Contract No. 26-B-12; 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 Responses and solicitations are on file in the office of the Administrative Secretary and available for inspection; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of 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. | <u>X</u> | --- | --- | --- |
| DEPADUA, C. | --- | --- | --- | <u>X</u> |
| FRIEND, G. | <u>X</u> | --- | --- | --- |
| LEVINE, J. | <u>X</u> | --- | --- | --- |
| SANCHEZ, R. | <u>X</u> | --- | --- | --- |
| VAN RENSA LIER, R. | --- | --- | --- | <u>X</u> |
| RIZZI, D. | <u>X</u> | --- | --- | --- |

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

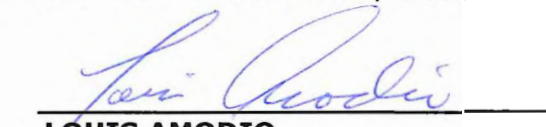


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

DATE: April 14th, 2026
 TO: J. Mueller
 FROM: L. Kelly
 RE: Project No.: 26-PE-23
 Entitled "Perform CM and Inspections Services for Water
 Main Replacements within Beech Street"

After receiving permission from the Board to solicit proposals, we received nine (10) submissions for the above-referenced project. Three people were assigned to the evaluation committee. Based on the review of said proposals, the evaluation committee arrived at the weighted scores listed below. It is recommended that Boswell, be awarded this project at a cost not-to-exceed \$534,218.40

| Reviewer | Boswell | CME Associates | Colliers | CP Engineers | GFT |
|---------------|--------------|----------------|--------------|--------------|--------------|
| 1 | 720 | 595 | 625 | 655 | 675 |
| 2 | 795 | 765 | 735 | 755 | 710 |
| 3 | 740 | 640 | 565 | 665 | 715 |
| Cost | \$534,218.40 | \$1,026,045.00 | \$507,470.00 | \$598,312.50 | \$964,200.00 |
| Average Score | 2255 | 2000 | 1925 | 2075 | 2100 |

| Reviewer | H2M Associates | JPCL | Neglia | Remington & Vernick | Suburban |
|---------------|----------------|--------------|----------------|------------------------|--------------|
| 1 | 615 | 545 | 625 | 690 | 825 |
| 2 | 730 | 700 | 695 | 715 | 680 |
| 3 | 765 | 660 | 745 | 695 | 750 |
| Cost | \$597,964.45 | Not Provided | \$1,212,428.00 | \$685,680.00 | \$669,773.00 |
| Average Score | 2110 | 1905 | 2065 | 2100 | 2255 |

EXHIBIT B

RESOLUTION NO. 26-072

PASSAIC VALLEY WATER COMMISSION

RESOLUTION AWARDING PROJECT 26-PE-25 ENTITLED "PROFESSIONAL SERVICES FOR METER REPLACEMENT PROGRAM: CONSTRUCTION ADMINISTRATION AND MANAGEMENT SERVICES FOR THE METER REPLACEMENT PROGRAM, PHASE 2"

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 26-PE-25 entitled "Meter Replacement Program: Construction Administration and Management Services for the Meter Replacement Program, Phase 2" (hereinafter the "Project"); 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 firm of **Suburban Consulting Engineers, Inc.** of Flanders, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$600,000 over a period of two (2) years, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) to provide professional construction administration and management services for Phase 2A and 2B of the meter replacement contracts for the Main System, Contract No. 26-B-05 and 26-B-06 in accordance with the New Jersey Infrastructure Financing Program; and

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

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


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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.


LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 26-073

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 26-PT-03 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR CORROSION CONTROL AND MICROBIOLOGICAL
TREATMENT"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 26-PT-03 entitled "Professional Engineering Services for Corrosion Control and Microbiological Treatment" (hereinafter the "Project"); 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 firm of Cornwell Engineering Group, Inc. of Newport News, Virginia (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$75,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) to provide additional services to evaluate disinfection and corrosion inhibitor dosages throughout the distribution system and perform updates to the NJDEP mandated Reservoir Sampling Monitoring Plan as needed; and

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.

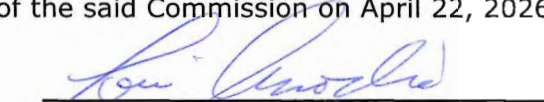

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RESOLUTION NO. 26-074

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AMEND BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT NO. 24-B-05 ENTITLED "WATER STORAGE IMPROVEMENTS, PHASE 1,
LEVINE WATER TANKS"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC awarded Award Contract No. 24-B-05 entitled "Water Storage Improvements, Phase 1, Levine Water Tanks" (the "Contract") to J. Fletcher Creamer & Sons, Inc of Hackensack, New Jersey at PVWC's Commission Meeting on July 24, 2024 (PVWC Resolution No. 24-092), not to exceed \$41,819,780.00 and with substantial completion of said Contract by March 17, 2027; and

WHEREAS, this amended resolution corrects typographical error in Resolution No. 26-038 to the Change Order No. 1 amount, reflecting an increase of \$922.00 for a total change order amount of \$2,382,999.00 (5.7% increase) which brings the total adjusted Contract Value to \$44,202,779.00; and

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

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

1. That PVWC hereby approves the amended Change Order No. 1 amount 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 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 inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
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 April 22, 2026.

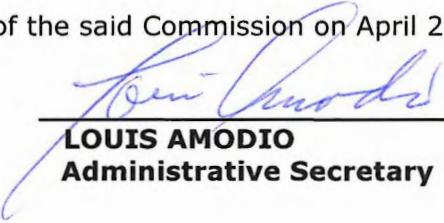

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 24-B-05 – Change Order No. 1
“Water Storage Improvements, Phase 1”
J. Fletcher Creamer & Sons, Inc.

Amount of Project or Contract:

Initial Amount: \$41,819,780.00
Change Order No. 1 Increase of \$2,382,999.00
Change Order No. 1 Not to Exceed: \$44,202,779.00

1. Acct: # 001-0901-419-95-24
CAPITAL – STORAGE IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2026/2027

Other comments: Change Order No. 1 Increase of \$2,382,999.00
For a new Not to Exceed of \$44,202,779.00

Date of Certification: April 22, 2026

Amount Certified: \$44,202,779.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-075

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR FINAL RECONCILIATION FOR CONTRACT CLOSEOUT,
CHANGE ORDER NO. 3, CONTRACT NO. 19-B-22 ENTITLED "ARCHITECTURAL
REHABILITATION OF PVWC'S MAIN PUMP STATION, SUPERINTENDENT'S
BUILDING AND JACKSON AVE. PUMP STATION,
TOTOWA & WAYNE, NEW JERSEY"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, under Contract 19-B-22 entitled " Architectural Rehabilitation of PVWC's Main Pump Station, Superintendent's Building and Jackson Ave. Pump Station, Totowa & Wayne, New Jersey" (the "Contract"), was awarded to Phelps Construction Group, LLC, of Booton, New Jersey (the "Contractor") at PVWC's Commission Meeting dated May 15, 2019 (PVWC Resolution No. 19-32) in accordance with the authorized scope of work; and

WHEREAS, Change Order No. 3, for final reconciliation of unused bid items for contract closeout as described in **Exhibit A**, decreases the Contract Price by \$50,559.59 which reduces the total adjusted Contract Price to \$7,527,697.41.


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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

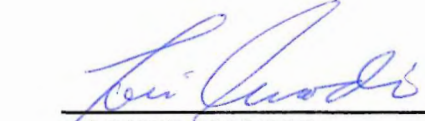


RUBY N. COTTON
Secretary

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

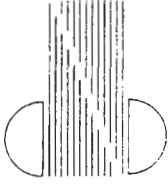
CERTIFICATION

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



BILOW GARRETT GROUP • ARCHITECTS AND PLANNERS, P.C.
161 MAIN STREET • RIDGEFIELD PARK, NJ 07660 • (201) 807-0407 • FAX (201) 807-0513

DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

MEMORANDUM

Date: March 27, 2026

To: Passaic Valley Water Commission (PVWC)

Attn: Ms. Julie Alesandrelli, P.E.

From: Mr. Matthew Spagnolo, A.I.A.

Re: Proposed Rehabilitation for
Passaic Valley Water Commission
Main Pump Station, Superintendent's Building and
Jackson Avenue Pump Station
Totowa and Wayne, New Jersey
PVWC Project #19-B-22

As you are aware, our project to rehabilitate the Main Pump Station, Superintendent's Building, and Jackson Avenue Pump Station is ending. The project scope was expanded to include additional miscellaneous construction services, most notably the heating upgrade work for the main equipment room at the Main Pump Station.

We have received a final tabulation from Phelps Construction Group for the remaining unused allowance quantities on the contract. There are *Fifty Thousand Five Hundred Fifty-Nine Dollars and Fifty-Nine Cents (\$50,559.59)* in allowance funds remaining unused for this project. Phelps has provided a summary sheet along with back-up materials on the allowances for the project in preparation of issuing the

PVWC – Project #19-B-22 – Pump Stations
Attn: Ms. Julie Alesandrelli, P.E.
March 27, 2026
Page 2 of 2

final payment application. We have attached that document to this memorandum for your use and convenience. We have reviewed their summary and agree with the accounting of the allowance amounts expended and remaining.

If you have any questions or require any additional information on this matter do not hesitate to contact our office.

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RESOLUTION NO. 26-076

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1
FOR CONTRACT NO. 25-V-03 ENTITLED "FURNISH AND DELIVER
FERRIC SULFATE"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC awarded Contract No. 25-V-03 entitled "Furnish and Deliver Ferric Sulfate (the "Contract") to Kemira Water Solutions Inc., of Lawrence, Kansas at PVWC's Commission Meeting on April 23, 2025, for a period one-year in the amount \$3,536,400.00 under Resolution No. 25-053; and

WHEREAS, Proposed Change Order No. 1 is required to pay for additional quantities of ferric sulfate that was required due to the surge in use due to a major upset to the Little Falls Water Treatment System, with a total increase of 52.08 dry tons at a cost of \$2,947.00 per dry ton for a shortfall of \$153,489.00. The addition of \$153,489.00 to the contract brings the total adjusted Contract Price up to \$3,689,889.00. **Exhibit A** is a memorandum from the Water Superintendent, describing the conditions that led to the need for an increase in chemical; and

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

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

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


hereinabove and implement the terms of this Change Order in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Change Order No. 1 and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

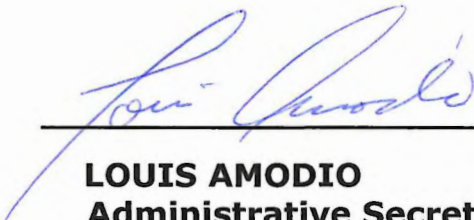


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Executive Director
James Mueller

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

COMMISSIONERS

Jeffrey Levine, President, Paterson
Rigoberto Sanchez, Vice President, Passaic
Joseph Kolodziej, Treasurer, Clifton
Ruby N. Cotton, Secretary, Paterson
Carmen DePadua, Commissioner, Paterson
Gerald Friend, Commissioner, Clifton
Ronald Van Renssaler, Commissioner, Passaic

To: Commissioners

From: Wendy Simone, Water Superintendent, Lab Manager

Cc: Lisa Bresemann, Purchasing Agent

Re: Kemira Ferric Sulfate PO235193

Our Ferric usage increased this year due to our flow demands and high organics (water quality change) in the river. Flow demand is approximately 60% higher than in the past years. This could be due to cold temperatures, customers leaving their water running so pipes do not freeze and main breaks. Due to this increase in ferric usage more money will need to be added to our present contract. Trends are attached to show the increase in flows and ferric use.

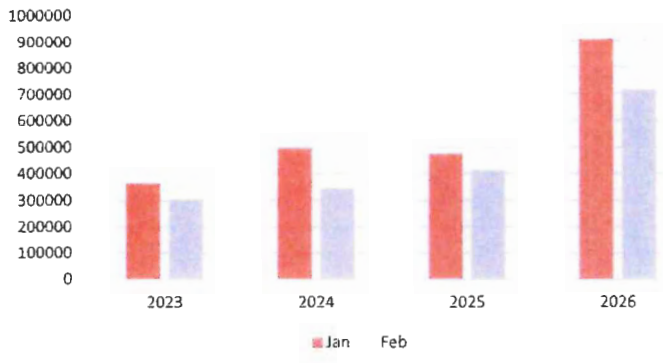
If we stay at these flows and ferric dose, we will need to add 150 dry/Lbs to the present contract.

$1200/2.88 = 417\text{loads} * \$2947 = \$1,230,816$

Thank you,

Wendy Simone, Water Superintendent

Ferric Sulfate Usagae



Flows MGD

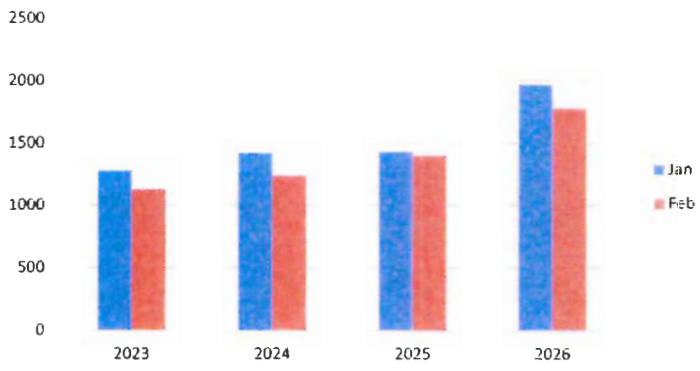


EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 25-V-03 – Change Order No. 1
Entitled “Furnish and Deliver Ferric Sulfate”
Kemira Water Solutions, Inc.

Amount of Project or Contract:

Initial Amount: \$3,536,400.00
Change Order No. 1 Increase of \$153,489.00
Change Order No. 1 Not to Exceed: \$3,689,889.00

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

Other comments: Change Order No. 1 Increase of \$153,489.00
For a new Not to Exceed of \$3,689,889.00

Date of Certification: April 22, 2026 Amount Certified: \$3,689,889.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-077

RESOLUTION AUTHORIZING PVWC TO PROCURE FIRST AID KITS, BLOODBORNE PATHOGEN KITS, RESCUE OXYGEN BREATHING APPARATUSES AND DEFIBRILLATORS, UNDER THE OMNIA COOPERATIVE PRICING AGREEMENT #001299 – WORKPLACE SOLUTIONS

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC provides safety equipment at its locations in Clifton and Little Falls for the health and well-being of its employees and customers; and

WHEREAS, Cintas is a member of the Omnia Cooperative Pricing Agreement (the "Co-op"), Omnia #001299 – Workplace Solutions; and has provided PVWC with the attached First Aid and Safety Agreement and Quotation for the purpose of providing safety equipment for said employees and customers, which is attached hereto as **EXHIBIT A**; and

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

WHEREAS, PVWC has elected to procure the above-referenced safety supplies from Cintas of Ledgewood, NJ (the "Awardee") under the Omnia Cooperative Pricing Agreement (the "Co-op"), Omnia #001299 – Workplace Solutions; for a period of three (3) years in the amount of \$44,480.00 per year, for a total contract price of \$133,440.00. With projections of increasing the number of staff and high fluctuations of usage, PVWC wishes to allocate \$150,000 for the three-year term of this Agreement; and

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

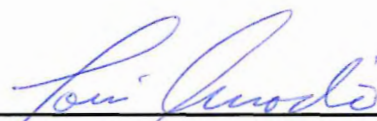


RUBY N. COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

| PRODUCT | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|---|------------|----------------|---------------|
| The Safety Director® Station | | /unit | /month |
| One-time Wall Mount Installation Fee (618333) | | /unit | |

Space for additional items provided on page 6

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$ _____

WATERBREAK® COOLER UNITS

| COOLER UNIT DESCRIPTION | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|----------------------------|------------------------------------|---------------------------|---------------|
| Freestanding | | /unit | /month |
| Countertop | | /unit | /month |
| | | Total monthly service fee | /month |
| One-Time Installation Fees | Cintas Cooler Installation #604907 | | |
| | Third Party Installation #604908 | | |

Space for additional items provided on page 6

WATERBREAK® ICE UNITS

| ICE UNIT DESCRIPTION | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|----------------------------|----------------------------------|---------------------------|---------------|
| Freestanding | | /unit | /month |
| Countertop | | /unit | /month |
| | | Total monthly service fee | /month |
| One-Time Installation Fees | Cintas Ice Installation #604907 | | |
| | Third Party Installation #604908 | | |

Space for additional items provided on page 6

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to remain on the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
- Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - Severability:** If any section or provision of this § 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

Cintas Representative Initials: _____ Customer Initials: _____ 6

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
 - a. Subject to Sections 2.b and 2.c, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") and together with the Initial Term, the "Term" unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
 - b. If Customer solely purchases First Aid products and services under this Acceptance Agreement (as selected on page 1 under "FIRST AID ORDER CONFIRMATION"), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
 - c. If Customer solely purchases Automated External Defibrillator ("AED") Service Maintenance under this Acceptance Agreement (as selected on page 1 under "AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES; SERVICE MAINT."), then Section 2.a shall not apply, and The initial term of this Acceptance Agreement is 12 months, commencing on the date reflected on the first invoice from Cintas to the Customer ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. As applicable, Cintas will charge Customer the above-referenced price for: (i) the AED Services ("Monthly Service Charge") and the purchase of AED Device(s). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Acceptance Agreement warranting a price increase, and Cintas reserves the right to increase prices. Customer agrees that an invoice reflecting the updated price is notice of such price increase. If Cintas increases a price, Customer has right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase within such 10-day period, Cintas will either, in its sole discretion, (i) terminate the Acceptance Agreement, or (ii) continue to provide services at the original price. If Customer does not object, Customer is bound by the new prices. In the event Customer fails to comply with any provision of this Acceptance Agreement, Cintas may provide Customer with a written notice of default ("Notice") and in the event Customer fails to cure such default within 30 days of the date of such Notice, Cintas may terminate this Acceptance Agreement.
 - d. The initial term of this Agreement with respect to rental of Safety Centers and related services is 60 months, commencing on the installation date of the applicable Safety Center ("Initial Term"). This Agreement shall renew automatically with respect to rental of Safety Centers and related services for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Notwithstanding the foregoing, Customer agrees that Customer is bound by all terms and conditions set forth in the Agreement immediately upon signing the Agreement, regardless of whether or not the Initial Term has started.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
 - a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response IOT, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
 - b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. In determining the placement or location of AED Device(s), Customer acknowledges, and will take into consideration, that the environment in which AED Device(s) are located (including but not limited to, environments that may expose the AED Device(s) to high/low temperatures, humidity, and/or water) may affect the operability and/or functionality of such AED Device(s) and Customer agrees to assume all risk of loss for, and defend, indemnify, and hold Cintas harmless from all liabilities and damages arising from an AED Device being located in an environment that may affect its operability and/or functionality. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
 - c. Pre-owned AED Devices. AED Device(s) the Customer owned before entering into this Acceptance Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Acceptance Agreement. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing.
 - d. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Acceptance Agreement.
 - e. Scope and Limitations of Sale. The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.
4. **WaterBreak® Cooler Units Terms and Conditions. (Applicable only if WaterBreak® Cooler Units are provided):**
 - a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units and the WaterBreak® Ice Machine Units (collectively the "Waterbreak Unit(s)") at the Customer's facility(ies) and for ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Safety Center Units.** To the extent Customer rents or receives Cintas' Safety Center Units ("Safety Center Units") or personal protective equipment ("PPE") from Cintas, including PPE contained in the Safety Center Units, the terms and conditions in this Section 5 shall apply.
 - a. Customer agrees it bears sole responsibility for selecting Safety Center Unit(s), as well as the PPE to be contained in the Safety Center Unit(s) (which may consist of sanitizing materials and other safety products), and for determining whether such items are appropriate for use by its employees, customers and agents in their applicable work environment(s). Customer acknowledges and agrees that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment or workplace safety is the sole responsibility of Customer, including, without limitation, 29 C.F.R §§ 1910.132, 1910.133, 1910.134, 1910.138, and 1910.1030 (as may be amended or replaced from time to time), as well as any guidance, requirements or regulations imposed by the United States Centers for Disease Control and Prevention, or any state or local health department or agency. Further, Customer releases Cintas and its subcontractors, agents, officers, employees, or other representatives ("Representatives") from any and all liability that results or may result from the use of the Safety Center Unit(s) or the PPE, including but not limited to any alleged failure of the Safety Center Unit(s) or the PPE to function, including any failure to prevent or protect against infection, illness, injury or death. To the maximum extent permitted by applicable law, Customer hereby agrees to defend, indemnify and hold harmless Cintas and its Representatives from any claims and damages arising out of or resulting from the use of the Safety Center Unit(s) and/or the PPE.
 - b. CUSTOMER ACKNOWLEDGES THAT THE SAFETY CENTER UNIT(S) WILL BE DELIVERED AND INSTALLED BY A THIRD PARTY NOT AFFILIATED WITH CINTAS AND THEREFORE CINTAS WILL HAVE NO LIABILITY WITH RESPECT TO DELIVERY AND INSTALLATION OF THE SAFETY CENTER UNITS. NOTWITHSTANDING

Cintas Representative Initials: _____ Customer Initials: _____

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER FURTHER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE RENTAL OF THE SAFETY CENTER UNIT(S) OR THE SALE OF PPE INVENTORY, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE SAFETY CENTER UNITS OR THE PPE CONSTITUTE APPROPRIATE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES, CUSTOMERS OR AGENTS MAY BE EXPOSED OR AS TO THE SAFETY CENTER UNITS OR THE PPE' ABILITY TO PREVENT OR PROTECT USERS FROM INFECTION, ILLNESS, INJURY OR DEATH. THIS SECTION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.

6. **Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

| | | | | | |
|------------------|------------|--|------------------------|---------------------|----------------------------|
| Rental Product | AED Device | The Safety Director® Emergency Eyewash Station | Waterbreak Cooler Unit | Waterbreak Ice Unit | Safety Center Vending Unit |
| Replacement Cost | \$1,995 | \$750 | \$1,000 | \$5,000 | \$7,050 |

7. **TRAINING ACKNOWLEDGEMENT.** (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
8. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ALL EYEWASH STATIONS AND WATERBREAK UNITS PROVIDED UNDER THIS ACCEPTANCE AGREEMENT WILL BE SUBJECT SOLELY TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT AND NOT CINTAS.** CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ACCEPTANCE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.
9. **Additional Items:** If the Customer terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.
10. **Termination for Unavailability of Funds:** If Customer intends to terminate this Acceptance Agreement pursuant to Section 36 of the Master Agreement due to a reduction in local, state, and/or federal funding ("Funding Termination"), Customer shall give prompt written notice to Cintas along with documentation evidencing the extent of unavailability or reduction of funding. In the event that Customer's funding is sufficient to finance this Acceptance Agreement in part, then prior to termination, Cintas shall have the option, in its sole discretion, to reduce the scope of this Acceptance Agreement to conform with the available funds, and Customer shall cooperate in good faith with Cintas to amend this Acceptance Agreement to reflect such reduced scope. If Customer complies with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall not apply to such Funding Termination. If Customer does not comply with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall apply to such Funding Termination. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
11. **No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this Acceptance Agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this Acceptance Agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to this Acceptance Agreement.
13. **PO Economic Terms:** The Parties agree that terms and conditions set forth in any purchase order, Statement of Work, or similar document ("Order Document") will be limited to economic and/or logistical terms such as product type, pricing, dates of service, etc., and that any terms and conditions in an Order Document that conflict with, or could be construed to modify, alter, or expand the terms and conditions set forth in this Acceptance Agreement will be null and void.
14. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States Federal government agency or instrumentality?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Customer Funding Source:** Customer must select the appropriate responses below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. **Additional Terms:** Customer must select the appropriate responses below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
 Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
 No additional terms needed
17. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

| | |
|--|-------------------------------|
| Cintas Location #: F68 | Customer Signature: _____ |
| Cintas Representative Signature: _____ | Print Name: _____ |
| Title: _____ | Print Title: _____ |
| Accepted-GM: _____ | Email: _____ |
| Cintas Enterprise Account: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Customer Contact: _____ |
| Cintas Enterprise Partner Name: _____ | Customer Contact Email: _____ |

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

| PRODUCT | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|---|------------|----------------|---------------|
| The Safety Director® Station | | /unit | /month |
| One-time Wall Mount Installation Fee (618333) | | /unit | |

Space for additional items provided on page 6

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$

WATERBREAK® COOLER UNITS

| COOLER UNIT DESCRIPTION | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|----------------------------|------------|------------------------------------|---------------|
| Freestanding | | /unit | /month |
| Countertop | | /unit | /month |
| | | Total monthly service fee | /month |
| One-Time Installation Fees | | Cintas Cooler Installation #604907 | |
| | | Third Party Installation #604908 | |

Space for additional items provided on page 6

WATERBREAK® ICE UNITS

| ICE UNIT DESCRIPTION | # OF UNITS | PRICE PER UNIT | MONTHLY PRICE |
|----------------------------|------------|----------------------------------|---------------|
| Freestanding | | /unit | /month |
| Countertop | | /unit | /month |
| | | Total monthly service fee | /month |
| One-Time Installation Fees | | Cintas Ice Installation #604907 | |
| | | Third Party Installation #604908 | |

Space for additional items provided on page 6

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
- Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - Severability:** If any section or provision of this § 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- Dispute Resolution – Timing of Invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

Cintas Representative Initials: _____ Customer Initials: _____ 13

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
 - a. Subject to Sections 2.b and 2.c, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
 - b. If Customer solely purchases First Aid products and services under this Acceptance Agreement (as selected on page 1 under "FIRST AID ORDER CONFIRMATION"), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
 - c. If Customer solely purchases Automated External Defibrillator ("AED") Service Maintenance under this Acceptance Agreement (as selected on page 1 under "AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES; SERVICE MAINT."), then Section 2.a shall not apply, and the initial term of this Acceptance Agreement is 12 months, commencing on the date reflected on the first invoice from Cintas to the Customer ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. As applicable, Cintas will charge Customer the above-referenced price for: (1) the AED Services ("Monthly Service Charge") and the purchase of AED Device(s). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Acceptance Agreement warranting a price increase, and Cintas reserves the right to increase prices. Customer agrees that an invoice reflecting the updated price is notice of such price increase. If Cintas increases a price, Customer has right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase within such 10-day period, Cintas will either, in its sole discretion, (i) terminate the Acceptance Agreement, or (ii) continue to provide services at the original price. If Customer does not object, Customer is bound by the new prices. In the event Customer fails to comply with any provision of this Acceptance Agreement, Cintas may provide Customer with a written notice of default ("Notice") and in the event Customer fails to cure such default within 30 days of the date of such Notice, Cintas may terminate this Acceptance Agreement.
 - d. The initial term of this Agreement with respect to rental of Safety Centers and related services is 60 months, commencing on the installation date of the applicable Safety Center ("Initial Term"). This Agreement shall renew automatically with respect to rental of Safety Centers and related services for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Notwithstanding the foregoing, Customer agrees that Customer is bound by all terms and conditions set forth in the Agreement immediately upon signing the Agreement, regardless of whether or not the Initial Term has started.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
 - a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
 - b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. In determining the placement or location of AED Device(s), Customer acknowledges, and will take into consideration, that the environment in which AED Device(s) are located (including but not limited to, environments that may expose the AED Device(s) to high/low temperatures, humidity, and/or water) may affect the operability and/or functionality of such AED Device(s) and Customer agrees to assume all risk of loss for, and defend, indemnify, and hold Cintas harmless from all liabilities and damages arising from an AED Device being located in an environment that may affect its operability and/or functionality. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
 - c. Pre-owned AED Devices. AED Device(s) the Customer owned before entering into this Acceptance Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Acceptance Agreement. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing.
 - d. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Acceptance Agreement.
 - e. Scope and Limitations of Sale. The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.
4. **WaterBreak® Cooler Units Terms and Conditions. (Applicable only if WaterBreak® Cooler Units are provided):**
 - a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units and the WaterBreak® Ice Machine Units (collectively the "Waterbreak Unit(s)") at the Customer's facility(ies) and for ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Safety Center Units.** To the extent Customer rents or receives Cintas' Safety Center Units ("Safety Center Units") or personal protective equipment ("PPE") from Cintas, including PPE contained in the Safety Center Units, the terms and conditions in this Section 5 shall apply.
 - a. Customer agrees it bears sole responsibility for selecting Safety Center Unit(s), as well as the PPE to be contained in the Safety Center Unit(s) (which may consist of sanitizing materials and other safety products), and for determining whether such items are appropriate for use by its employees, customers and agents in their applicable work environment(s). Customer acknowledges and agrees that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment or workplace safety is the sole responsibility of Customer, including, without limitation, 29 C.F.R §§ 1910.132, 1910.133, 1910.134, 1910.138, and 1910.1030 (as may be amended or replaced from time to time), as well as any guidance, requirements or regulations imposed by the United States Centers for Disease Control and Prevention, or any state or local health department or agency. Further, Customer releases Cintas and its subcontractors, agents, officers, employees, or other representatives ("Representatives") from any and all liability that results or may result from the use of the Safety Center Unit(s) or the PPE, including but not limited to any alleged failure of the Safety Center Unit(s) or the PPE to function, including any failure to prevent or protect against infection, illness, injury or death. To the maximum extent permitted by applicable law, Customer hereby agrees to defend, indemnify and hold harmless Cintas and its Representatives from any claims and damages arising out of or resulting from the use of the Safety Center Unit(s) and/or the PPE.
 - b. CUSTOMER ACKNOWLEDGES THAT THE SAFETY CENTER UNIT(S) WILL BE DELIVERED AND INSTALLED BY A THIRD PARTY NOT AFFILIATED WITH CINTAS AND THEREFORE CINTAS WILL HAVE NO LIABILITY WITH RESPECT TO DELIVERY AND INSTALLATION OF THE SAFETY CENTER UNITS. NOTWITHSTANDING

Cintas Representative Initials: _____

Customer Initials: _____

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Page 3 of 7

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER FURTHER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE RENTAL OF THE SAFETY CENTER UNIT(S) OR THE SALE OF PPE INVENTORY, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CINTAS MAKES NO REPRESENTATION WHETHER THE SAFETY CENTER UNITS OR THE PPE CONSTITUTE APPROPRIATE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES, CUSTOMERS OR AGENTS MAY BE EXPOSED OR AS TO THE SAFETY CENTER UNIT'S OR THE PPE' ABILITY TO PREVENT OR PROTECT USERS FROM INFECTION, ILLNESS, INJURY OR DEATH. THIS SECTION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.

6. **Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

| Rental Product | AED Device | The Safety Director® | Emergency Eyewash Station | Waterbreak Cooler Unit | Waterbreak Ice Unit | Safety Center Vending Unit |
|------------------|------------|----------------------|---------------------------|------------------------|---------------------|----------------------------|
| Replacement Cost | \$1,995 | \$750 | | \$1,000 | \$5,000 | \$7,050 |

7. **TRAINING ACKNOWLEDGEMENT.** (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
8. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ALL EYEWASH STATIONS AND WATERBREAK UNITS PROVIDED UNDER THIS ACCEPTANCE AGREEMENT WILL BE SUBJECT SOLELY TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ACCEPTANCE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.**
9. **Additional Items:** If the Customer terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.
10. **Termination for Unavailability of Funds:** If Customer intends to terminate this Acceptance Agreement pursuant to Section 36 of the Master Agreement due to a reduction in local, state, and/or federal funding ("Funding Termination"), Customer shall give prompt written notice to Cintas along with documentation evidencing the extent of unavailability or reduction of funding. In the event that Customer's funding is sufficient to finance this Acceptance Agreement in part, then prior to termination, Cintas shall have the option, in its sole discretion, to reduce the scope of this Acceptance Agreement to conform with the available funds, and Customer shall cooperate in good faith with Cintas to amend this Acceptance Agreement to reflect such reduced scope. If Customer complies with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall not apply to such Funding Termination. If Customer does not comply with the notice and scope reduction requirements in this Section 10, the termination charges in Section 9 shall apply to such Funding Termination. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
11. **No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this Acceptance Agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this Acceptance Agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to this Acceptance Agreement.
13. **PO Economic Terms:** The Parties agree that terms and conditions set forth in any purchase order, Statement of Work, or similar document ("Order Document") will be limited to economic and/or logistical terms such as product type, pricing, dates of service, etc., and that any terms and conditions in an Order Document that conflict with, or could be construed to modify, alter, or expand the terms and conditions set forth in this Acceptance Agreement will be null and void.
14. **Customer Type:** Customer must select the appropriate response below:
 Is Customer a United States Federal government agency or instrumentality?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement.)
15. **Customer Funding Source:** Customer must select the appropriate response below:
 Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement.)
16. **Additional Terms:** Customer must select the appropriate response below:
 Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
 Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement.)
 No additional terms needed
17. I authorize Cintas to use my name and/or by contacting the parties provided, I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: F09

Customer Signature: _____

Cintas Representative Signature: _____

Print Name: _____

Title: _____

Print Title: _____

Accepted-GM: _____

Email: _____

Cintas Enterprise Account: Yes No

Customer Contact: _____

Cintas Enterprise Partner Name: _____

Customer Contact Email: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE _____

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Cintas Representative Initials: _____ Customer Initials: _____ 18

Workplace Solutions (001299)
Cooperative Acceptance Agreement Order Confirmation



Date: APRIL 7, 2028 Branch#: F69
 Sold-To Name: PASSAIC VALLEY WATER COMMISSION Phone:
 Sold-To Address: 800 UNION BLVD City: TOTOWA St/Prov: NJ Zip/PC: 07512
 Contact Person: Email:
 ZNAT/ZREG: 9200002758 Rep Name: C#:
 Enterprise Acct: Yes No Enterprise Partner Name: CHRIS DUNNE MAM Segment: GOV
 Service Frequency: Bundle Sold: Yes No Bundle Type:
 PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required Other:

| QUANTITY | MATERIAL | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|-----------------|---|----------------|-------|
| | 12221 / 164019 | LIQUID BANDAGE SMALL / COOL & SOOTHE WITH SILVER | 8.15 / 29.15 | |
| | 31069 / 280000 | 1X3 PLASTIC BANDAGE MED / LENS SCREEN WIPES 36/BOX | 14.24 / 11.90 | |
| | 33129 / 280020 | QUICKHEAL F/P BANDAGES MED / LENS SCREEN WIPES 100/BOX | 19.13 / 10.66 | |
| | 43059 / 565761 | FINGERTIP BANDAGE MED / EMERGEN-C ORANGE 30/BX | 15.71 / 57.55 | |
| | 43129 / 572794 | FINGERTIP BANDAGE XL MED / REFRESH TEARS 30/PACK | 17.29 / 79.61 | |
| | 43259 / 573772 | KNUCKLE BANDAGE MED / DAYQUIL SMALL | 15.71 / 5.50 | |
| | 43301 / 587819 | SKIN TONE BNDG DARK BROWN REFILL / PEPTO BISMOL | 5.75 / 12.96 | |
| | 43658 / 588026 | WATERPROOF CLEAR STRIPS / EMERGEN-C ORANGE 5/PACK | 6.06 / 10.30 | |
| | 43729 / 610446 | X-LONG BANDAGE MED / BIOFREEZE SPRAY 3OZ CLRLS | 6.17 / 30.65 | |
| | 43859 / 612036 | JUNIOR STRIP MED / CLARITIN TAB 25/PACK | 12.76 / 117.38 | |
| | 44269 / 616500 | ELASTIC STRIP MED / PWDR STIK AS ZERO 1OZ STRW BAN BX/50 | 4.79 / 28.40 | |
| | 44429 / 818500 | LARGE PATCH 2X4 MED / PWDR STIK AS ZERO 1OZ PNAPPL/CNUT BX/50 | 4.50 / 28.40 | |
| | 50009 / 50030 | ANTISEPTIC WIPES MEDIUM / SMALL | 10.76 / 7.31 | |
| | 50239 / 621099 | HYDROGEN PEROXIDE 2 OZ / INSTANT ELECTROLYTE | 12.79 / 20.54 | |
| | 50429 / 621189 | ALCOHOL PREP PADS MED / EMERGEN-C CRYSTALS ORG | 11.91 / 13.23 | |
| | 51040 / 621198 | HAND SANITIZER SMALL / PWDR STIK AS ZERO 1OZ CHERRY BX/50 | 9.03 / 28.40 | |
| | 55555 / 1192000 | CABINET DISINFECTANT SERVICE / COLDEEZE CHERRY | 7.53 / 16.76 | |
| | 61029 / 8301832 | ANTISEPTIC PUMP 2 OZ / MIDOL MAX STRENGTH 24/BOX | 16.70 / 29.23 | |
| | 63039 | COLD SPRAY 4 OZ | 25.16 | |
| | 64039 | BLOOD CLOTTER SPRAY 3 OZ | 37.76 | |
| | 70010 | COTTONTIP APP 3" 100 VIAL | 13.37 | |
| | 70619 | GAUZE PADS 2X2 SMALL | 6.84 | |
| | 72220 / 72240 | ROLLER GAUZE 2" / 4" NON-STER | 8.34 / 10.81 | |
| | 73029 | NON-ADHERENT PAD 2X3 SM | 12.76 | |
| | 79191 | MUCINEX SMALL | 9.21 | |
| | 82420 / 82430 | READY-RIIP 2" / 3" | 10.21 / 12.75 | |
| | 91019 / 92019 | COLD PACK SMALL / LARGE - 1/BOX | 6.57 / 8.01 | |
| | 100019 | TRIPLE ANTIBIOTIC OINTMENT SMALL | 5.12 | |
| | 400 | Service Charge | | |

Your Estimated Total:

I authorize Cintas to deliver the additional products listed on page 2 at the agreed upon pricing and delivery terms.

Delivery/Installation Instructions:

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.

CINTAS GENERAL SERVICE TERMS SECTION

- Conflict:** In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.
- No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
- Customer Type:** Customer must select the appropriate response below:
Is Customer a United States Federal government agency or instrumentality?
 Yes No
(If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement)
- Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
 Yes No
(If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Acceptance Agreement without additional terms?
 Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
 No additional terms needed
- I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

ADDITIONAL PRODUCTS

| QUANTITY | MATERIAL | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|-----------------|---------------------------------------|---------------|-------|
| | 100039 | TRIPLE ANTIBIOTIC OINTMENT SMALL | 11.49 | |
| | 100419 | HYDROCORTISONE CREAM MED | 17.35 | |
| | 100639 / 101719 | HAND LOTION, SMALL / MED | 9.13 / 16.79 | |
| | 101219 | FIRST AID CREAM MED | 16.43 | |
| | 102435 | LIPAD SMALL | 2.44 | |
| | 102649/102699 | STOPAIN CLINICAL GEL / SPRAY 3OZ | 18.76 / 32.48 | |
| | 102835 | DENTAL RELIEF, SMALL | 10.33 | |
| | 111230 | ASPIRIN ORG ST, 50 CT | 10.87 | |
| | 111389 | ACETAMINOPHEN MED | 25.53 | |
| | 111689 | PAIN AWAY EXT STR MED | 23.81 | |
| | 111989 | IBUPROFEN TABS MED | 7.41 | |
| | 113089 | COLD RELIEF MED | 30.49 | |
| | 113329/429 | CHERRY MINTL COUGH DROP MED / HONEYMN | 20.18 | |
| | 115089 | ANTACID FRUIT FLAVOR MED | 24.79 | |
| | 119250 | ANTI-DIARRHEAL CAPLETS, SMALL | 8.95 | |
| | 119260 | ALLERGY RELIEF TABLET MED | 10.46 | |
| | 119310 | PEPTUM TABS SMALL | 23.58 | |
| | 121210/121220 | ALEVE MED / SMALL | 58.05 / 3.85 | |
| | 121440 | TYLENOL COLD & FLU SM | 11.86 | |
| | 121600 | ALKA SELTZER MED | 41.24 | |
| | 121650 | ALL DAY PAIN RELIEF | 21.60 | |
| | 122110 | BAYER ASPIRIN | 12.76 | |
| | 122269 | GLUCOSE MELTS | 15.79 | |
| | 130100 | EYEWASH, 1/2 OZ | 12.54 | |
| | 130489 | 1/2 OZ 4 CT EYEWASH BOX | 25.43 | |
| | 140520/140540 | IVY-X BARRIER TOWE 25/BOX / CLEANSER | 39.12 / 38.33 | |
| | 163051 | BURN RELIEF PACKET 6/PK | 17.40 | |

Customer Signature: _____ Date: _____
Customer Name: _____ Title: _____

| | | | | | | |
|-----------------|----------|------------|----------------|--|----------------|--|
| Sold-to #: | 10880017 | Change ID: | Window Reset: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Rental Acct: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Payer #: | | Change ID: | Y1: | | | |
| Bill-to #: | | Change ID: | Install Route: | | Service Route: | |
| # of Employees: | | DC: | | | | |

CINTAS INTERNAL USE ONLY

Confidential information. This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.
FAS Order Confirmation / 09/22



Quote

Carol Mainardi
Service Sales Manager
100 Forge Way
Rockaway, NJ 07866
mainardic@cintas.com

Prepared For:
Passaic Valley Water Commission
1525 Main Ave
Clifton, NJ 07011

Account # 22309541

To whom it may concern,

Quote for First Aid Services 2026

- Bandages, Dressings, Ointments, Etc. = \$21,510.00

Date: April 2, 2026

Workplace Solutions (001299)
Cooperative Acceptance Agreement Order Confirmation



Date: APRIL 7, 2026 Branch#: F09
 Sold-To Name: PASSAIC VALLEY WATER COMMISSION Phone:
 Sold-To Address: 800 UNION BLVD City: TOTOWA St/Prov: NJ Zip/PC: 07512
 Contact Person: Email:
 ZNAT/ZREG: 9200002758 Rep Name: C#:
 Enterprise Acct: Yes No Enterprise Partner Name: CHRIS DUNNE MAM Segment: GOV
 Service Frequency: Bundle Sold: Yes No Bundle Type:
 PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required Other:

| QUANTITY | MATERIAL | DESCRIPTION | UNIT PRICE | TOTAL |
|------------------------------|-----------------|---|----------------|-------|
| | 12221 / 164019 | LIQUID BANDAGE SMALL / COOL & SOOTHE WITH SILVER | 8.15 / 29.15 | |
| | 31089 / 280000 | 1X3 PLASTIC BANDAGE MED / LENS SCREEN WIPES 36/BOX | 14.24 / 11.90 | |
| | 33129 / 280020 | QUICKHEAL F/P BANDAGES MED / LENS SCREEN WIPES 100/BX | 19.13 / 10.88 | |
| | 43059 / 585761 | FINGERTIP BANDAGE MED / EMERGEN-C ORANGE 30/BX | 15.71 / 57.55 | |
| | 43129 / 572794 | FINGERTIP BANDAGE XL MED / REFRESH TEARS 30/PACK | 17.29 / 79.61 | |
| | 43259 / 573772 | KNUCKLE BANDAGE MED / DAYQUIL SMALL | 15.71 / 5.50 | |
| | 43301 / 587819 | SKIN TONE BNDG DARK BROWN REFILL / PEPTO BISMOL | 5.75 / 12.96 | |
| | 43658 / 588028 | WATERPROOF CLEAR STRIPS / EMERGEN-C ORANGE 5/PACK | 6.06 / 10.30 | |
| | 43729 / 610446 | X-LONG BANDAGE MED / BIOFREEZE SPRAY 3OZ CLRLS | 6.17 / 30.65 | |
| | 43859 / 612038 | JUNIOR STRIP MED / CLARITIN TAB 25/PACK | 12.76 / 117.38 | |
| | 44269 / 618500 | ELASTIC STRIP MED / PWDR STIK AS ZERO 1OZ STRW BAN BX/50 | 4.79 / 28.40 | |
| | 44429 / 618500 | LARGE PATCH 2X4 MED / PWDR STIK AS ZERO 1OZ PNAPPLICNUT BX/50 | 4.50 / 28.40 | |
| | 50009 / 50030 | ANTISEPTIC WIPES MEDIUM / SMALL | 10.78 / 7.31 | |
| | 50239 / 621099 | HYDROGEN PEROXIDE 2 OZ / INSTANT ELECTROLYTE | 12.79 / 20.54 | |
| | 50429 / 621189 | ALCOHOL PREP PADS MED / EMERGEN-C CRYSTALS ORG | 11.91 / 13.23 | |
| | 51040 / 621198 | HAND SANITIZER SMALL / PWDR STIK AS ZERO 1OZ CHERRY BX/50 | 9.03 / 28.40 | |
| | 55555 / 1192000 | CABINET DISINFECTANT SERVICE / COLDEEZE CHERRY | 7.53 / 16.76 | |
| | 81029 / 8301832 | ANTISEPTIC PUMP 2 OZ / MIDOL MAX STRENGTH 24/BOX | 16.70 / 29.23 | |
| | 63039 | COLD SPRAY 4 OZ | 25.16 | |
| | 64039 | BLOOD CLOTTER SPRAY 3 OZ | 37.76 | |
| | 70010 | COTTON TIP APP 3" 100 VIAL | 13.37 | |
| | 70619 | GAUZE PADS 2X2 SMALL | 6.84 | |
| | 72220 / 72240 | ROLLER GAUZE 2" / 4" NON-STER | 8.34 / 10.81 | |
| | 73029 | NON-ADHERENT PAD 2X3 SM | 12.76 | |
| | 79191 | MUCINEX SMALL | 9.21 | |
| | 82420 / 82430 | READY-RIIP 2" / 3" | 10.21 / 12.75 | |
| | 91019 / 92019 | COLD PACK SMALL / LARGE - 1/BOX | 6.57 / 8.01 | |
| | 100019 | TRIPLE ANTIBIOTIC OINTMENT SMALL | 5.12 | |
| | 400 | Service Charge | | |
| Your Estimated Total: | | | | |

I authorize Cintas to deliver the additional products listed on page 2 at the agreed upon pricing and delivery terms.

Delivery/Installation Instructions:

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>

CINTAS GENERAL SERVICE TERMS SECTION

- Conflict:** In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.
- No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
- Customer Type:** Customer must select the appropriate response below:
Is Customer a United States Federal government agency or instrumentality?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?
 Yes No (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Acceptance Agreement without additional terms?
 Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
 No additional terms needed
- I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

ADDITIONAL PRODUCTS

| QUANTITY | MATERIAL | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|-----------------|--|---------------|-------|
| | 100039 | TRIPLE ANTIBIOTIC OINTMENT SMALL | 11.49 | |
| | 100419 | HYDROCORTISONE CREAM MED | 17.35 | |
| | 100639 / 101719 | HAND LOTION, SMALL / MED | 9.13 / 16.79 | |
| | 101219 | FIRST AID CREAM MED | 16.43 | |
| | 102435 | LIPALD SMALL | 2.44 | |
| | 102649/102699 | STOPAIN CLINICAL GEL / SPRAY 3OZ | 18.76 / 32.48 | |
| | 102835 | DENTAL RELIEF, SMALL | 10.33 | |
| | 111230 | ASPIRIN ORG ST, 50 CT | 10.87 | |
| | 111389 | ACETAMINOPHEN MED | 25.53 | |
| | 111689 | PAIN AWAY EXT STR MED | 23.81 | |
| | 111989 | IBUPROFEN TABS MED | 7.41 | |
| | 113089 | COLD RELIEF MED | 30.49 | |
| | 113329/429 | CHERRY MINTHL COUGH DROP MED / HONEYMN | 20.16 | |
| | 115089 | ANTACID FRUIT FLAVOR MED | 24.79 | |
| | 118250 | ANTI-DIARRHEAL CAPLETS, SMALL | 6.95 | |
| | 118280 | ALLERGY RELIEF TABLET MED | 10.48 | |
| | 118310 | PEPTUM TABS SMALL | 23.56 | |
| | 121210/121220 | ALEVE MED / SMALL | 58.05 / 3.85 | |
| | 121440 | TYLENOL COLD & FLU SM | 11.86 | |
| | 121600 | ALKA SELTZER MED | 41.24 | |
| | 121650 | ALL DAY PAIN RELIEF | 21.60 | |
| | 122110 | BAYER ASPIRIN | 12.76 | |
| | 122289 | GLUCOSE MELTS | 15.79 | |
| | 130100 | EYEWASH, 1/2 OZ | 12.54 | |
| | 130489 | 1/2 OZ 4 CT EYEWASH BOX | 25.43 | |
| | 140520/140540 | IVY-X BARRIER TOWE 25/BOX / CLEANSER | 30.12 / 38.33 | |
| | 163051 | BURN RELIEF PACKET 6PK | 17.40 | |

Customer Signature: _____ Date: _____
Customer Name: _____ Title: _____

| | | | | | | |
|-----------------|----------|------------|----------------|--|----------------|--|
| Sold-to #: | 10660017 | Change ID: | Window Reset: | <input type="checkbox"/> Yes <input type="checkbox"/> No | Rental Acct: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Payer #: | | Change ID: | Y1: | | | |
| Bill-to #: | | Change ID: | Install Route: | | Service Route: | |
| # of Employees: | | DC: | | | | CINTAS INTERNAL USE ONLY |

Confidential information: This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.
FAS Order Confirmation r. 09/22



Quote

Carol Mainardi
Service Sales Manager
100 Forge Way
Rockaway, NJ 07866
mainardic@cintas.com

Prepared For:
Passaic Valley Water Commission
800 Union Blvd
Totowa, NJ 07512

Account # 10660017

To whom it may concern,

Quote for First Aid Services 2026

- Bandages, Dressings, Ointments, Etc. = \$9,470.00

Date: April 2, 2026

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Procure "First Aid Kits, Bloodborne Pathogen Kits, Rescue Oxygen Breathing Apparatuses and Defibrillators" Utilizing Omnia Cooperative Pricing Cintas

Amount of Project or Contract: \$150,000.00

1. Acct: #- 001-0901-419-70-22
BUDGET – SERVICES/UNIFORMS
2. Specific Appropriation to which expenditures will be charged:
BUDGET – 2026/2027/2028/2029

Date of Certification: April 22, 2026

Certified: \$150,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-078

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1
FOR FIRST AID KITS, BLOODBORNE PATHOGEN KITS, RESCUE
OXYGEN BREATHING APPARATUSES AND DEFIBRILLATORS**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERAALD FRIEND**

WHEREAS, on July 26, 2023, PVWC authorized a contract for First Aid Kits, Bloodborne Pathogen Kits, Rescue Oxygen Breathing Apparatuses and Defibrillators with Cintas utilizing a cooperative purchase alliance; and

WHEREAS, Proposed Change Order No. 1 is required to pay for additional services necessitated by the increase in medical and safety supplies used by PVWC staff. The additional costs have been determined to be \$15,000.00, bringing the new contract price to \$132,308.30; and

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

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

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

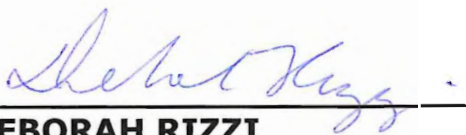
officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
 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 April 26, 2026.

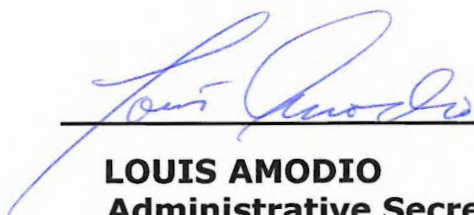

LOUIS AMODIO
 Administrative Secretary

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: Resolution to "Approve Change Order No. 1 for Cintas First Aid & Safety Contract"
Cintas

Amount of Project or Contract: \$117,308.30

Change Order No. 1 Increase of \$15,000.00
Change Order No. 1 Not to Exceed: \$132,308.30

1. Acct: #- 001-0901-419-70-22
BUDGET – SERVICES/UNIFORMS
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2026

Other Comments: Change Order No. 1 – Increase of \$15,000.00
For a new Not to Exceed of \$132,308.30

Date of Certification: April 22, 2026

Certified: \$132,308.30

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-079

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PVWC TO PROCURE
ONE (1) E60 R-2 SERIES BOBCAT COMPACT EXCAVATOR
UTILIZING THE NEW JERSEY PURCHASING COOPERATIVE,
CONTRACT BC BID, 24-10**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, the Commission desires to procure one (1) E60 R-2 Series Bobcat Compact Excavator to support our expanding field operations and increase productivity across our Distribution crews; and

WHEREAS, the New Jersey Purchasing Cooperative, Contract BC BID, 24-10, (the "Co-op") shall be used for the procurement of the one (1) 2026 E60 R-2 Series Bobcat Compact Excavator; 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 Bobcat of North Jersey located in Totowa, New Jersey (the "Awardee") under the "Co-op", in the amount of \$113,077.40, a copy of the quotation number AT1724247 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 one (1) E60 R-2 Series Bobcat Compact Excavator is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
 President

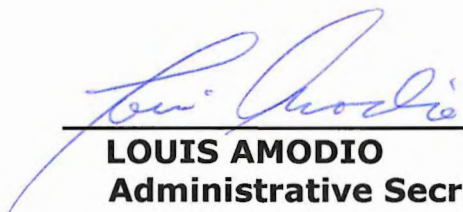


RUBY N. COTTON
 Secretary

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 April 22, 2026.



LOUIS AMODIO
 Administrative Secretary



Quotation Number: AT1724247
 Quote Sent Date: Mar 26, 2026
 Expiration Date: Mar 31, 2026
 Prepared By: Anthony Tudda
 Phone: 2015090744
 Email: anthony.tudda@njbobcat.com

Customer
 Passaic Valley Water Commission
 1525 MAIN AVE
 CLIFTON, NJ, 07011-2195
 Phone: +1 973 768 4655

Contact
 Mike Marotta
 Phone: +1 973 768 4655
 Email: mmarotta@pvwc.com

Dealer
 Bobcat of North Jersey, Totowa, NJ
 201 MALTESE DRIVE
 TOTOWA, NJ, 07512

PRICING ACCORDING TO BERGEN COUNTY CO OP BID #24-10

| Item Name | Item Number | Quantity | Price Each | Total |
|---|---------------|----------|------------|-----------|
| E60 R2-Series Bobcat Compact Excavator | M3321 | 1 | 75,239.20 | 75,239.20 |
| Standard Equipment: | | | | |
| 55.7 HP | | | | |
| Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF | | | | |
| Auto-Idle | | | | |
| Auto-Shift, Two-Speed Travel | | | | |
| Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers | | | | |
| Canopy: | | | | |
| Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat | | | | |
| Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 | | | | |
| Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 | | | | |
| Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 | | | | |
| Control Console Locks | | | | |
| Control Pattern Selector Valve (ISO/STD) | | | | |
| Conventional Tail Swing | | | | |
| Dozer Blade with Float | | | | |
| Engine/Hydraulic Monitor with Shutdown | | | | |
| Fingertip Auxiliary Hydraulic Control | | | | |
| Fingertip Boom Swing Control | | | | |
| Cab Deluxe Package | M3321-P11-C12 | 1 | 13,951.00 | 13,951.00 |
| <i>Included:</i> Cab Deluxe Package: Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm, | | | | |
| Hydraulic Clamp - X-Change (Class IV/V) w/ Diverter Valve - Long Arm | M3321-R08-C15 | 1 | 4,848.00 | 4,848.00 |
| Hydraulic X-Change - Long Arm | M3321-R06-C04 | 1 | 2,561.00 | 2,561.00 |
| Long Arm + Additional Bolt-on Counterweight | M3321-R03-C09 | 1 | 1,858.00 | 1,858.00 |
| HB980 Hydraulic Breaker with Nail Point | 46913650 | 1 | 9,961.20 | 9,961.20 |

| | | | | |
|---|---------|---|----------|----------|
| X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor | 7113657 | 1 | 835.00 | 835.00 |
| Hose Kit - HB980/HB1180 & NB160 (Long Arm) | 6728967 | 1 | 343.00 | 343.00 |
| 24" MX4 XCHG TEETH | 7311868 | 1 | 1,993.00 | 1,993.00 |
| 12" MX4 XCHG TEETH | 7321974 | 1 | 1,488.00 | 1,488.00 |

Total for E60 R2-Series Bobcat Compact Excavator 113,077.40

| | |
|--------------------------|-------------------|
| Quote Subtotal | 113,077.40 |
| Sales Total before Taxes | 113,077.40 |
| Taxes | 0.00 |
| Quote Total - USD | 113,077.40 |

| | |
|------------------------------|--|
| Customer Acceptance: | |
| Quotation Number: AT1724247 | Purchase Order: _____ |
| Authorized Signature: | |
| Print: _____ | Sign: _____ |
| Date: _____ | Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/> |

EXHIBIT A

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 "E60 R-2 Series Bobcat Compact Excavator" under the Bergen County Cooperative, Contract #24-10
Bobcat of North Jersey

Amount of Project or Contract: \$113,077.40

1. Acct: #- 001-0901-419-95-04
CAPITAL - VEHICLES
2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2026

Date of Certification: April 22, 2026

Certified: \$113,077.40

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-080

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT AND FINAL RECONCILIATION FOR
CONTRACT CLOSEOUT, CHANGE ORDER NO. 3 FOR CONTRACT NO. 22-B-08
ENTITLED "LEAD SERVICE LINE REPLACEMENT IN THE MAIN SYSTEM"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC awarded Award Contract No. 22-B-08 entitled "Lead Service Line Replacement in the Main System" (the "Contract") to Pacific Construction, LLC ("Pacific") of Whitehouse Station, New Jersey at PVWC's Commission Meeting under Resolution No. 22-049 on May 11, 2022, not to exceed \$26,033,994.00 and expiration date of March 28, 2025; and

WHEREAS, Change Order No. 1 provided a non-compensatory time extension to July 3, 2025 and covered modifications of work scope which include extra restoration work, abandonment of extra service lines to vacant lots, installation of additional traffic control measures, increase for police traffic directors, additional curb stop and service line replacement, additional meter relocation, additional customer coordination and managing electrical grounding issues, with a total increase of \$3,492,090.96 (13.4% increase) which brings the total adjusted Contract Price up to \$29,526,084.96; and

WHEREAS, Change Order No. 2 provided a non-compensatory time extension to October 31, 2025; and

WHEREAS, Change Order No. 3 provides a non-compensatory time extension to March 2, 2026, and includes the final reconciliation of unused bid items and added permit fees for contract closeout, as described in Exhibit A, and increases the Contract Price by \$13,381.05 for a total increase of 13.5%, bringing the total adjusted Contract Price to \$29,539,466.01; and

WHEREAS, the Commission's construction management firm, CDM Smith, has reviewed Pacific's Proposals for ongoing work and expenditures already performed by contractor and found them to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and the associated additional costs be approved, and a copy of the State of New Jersey Contract Modification Proposal and Acceptance Form No. CCS-002, describing all changes to the Contract, is attached hereto and made a part hereof as **Exhibit A**; and

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


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

1. That PVWC hereby authorizes Change Order No. 3 and awards the changes to the scope of Work for the Project and contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this budget amendment and 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 inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


DEBORAH RIZZI
 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 April 2:2, 2026.

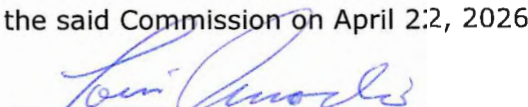
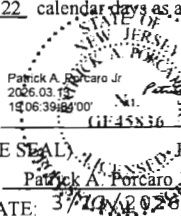
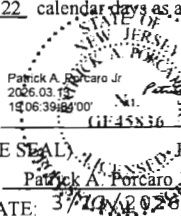
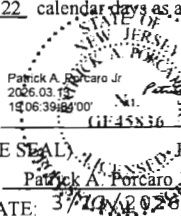
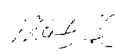

LOUIS AMODIO
 Administrative Secretary

EXHIBIT A

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| 1. ISSUING OFFICE Passaic Valley Water Commission | 2. PROJECT NO. 1605002-002 | 3. CONTRACT NO. #22-B-8 | 4. MODIFICATION NO. 03 | | | | | | | | | | | | | |
|---|---|--|---|------------|------------------|------------|--------------------|------------|--------------------------------------|--|--|--|--|--|---|--|
| 5. TO (CONTRACTOR) Pacific Construction, LLC. 532 Route 22 East, PMB 240 Whitehouse Station, NJ 08889 | | 6. PROJECT LOCATION AND DESCRIPTION Lead Service Line Replacement in The Main System | | | | | | | | | | | | | | |
| 7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs. (See the clause of this contract entitled, "Changes." DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed). | | | | | | | | | | | | | | | | |
| 3/13/2026 <hr/> Date | Patrick A. Porcaro Jr., P.E. <hr/> Type Name and Title | | Patrick A. Porcaro Jr. 2026.03.13 19:06:19-04'00' <i>Patrick A. Porcaro Jr.</i> <hr/> Signature | | | | | | | | | | | | | |
| 8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: See Attachment No. 1. As a result of the above, the contract price is revised as follows: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">ITEM NO.</th> <th style="text-align: left; border-bottom: 1px solid black;">ITEM DESCRIPTION</th> <th style="text-align: left; border-bottom: 1px solid black;">UNIT PRICE</th> <th style="text-align: left; border-bottom: 1px solid black;">ESTIMATED QUANTITY</th> <th style="text-align: left; border-bottom: 1px solid black;">TOTAL COST</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="padding: 5px;">See Attachment Nos. 2 thru 4.</td> </tr> </tbody> </table> TOTAL COST OF THIS MODIFICATION <u> \$13,381.05 </u> The contract time is hereby: increase <input checked="" type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input type="checkbox"/> by <u>122</u> calendar days as a result of this modification. The foregoing modification is hereby accepted: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 5px;"><i>[Signature]</i> <hr/>CONTRACTOR BY: <u>Pacific Construction, LLC</u> DATE: <u>2/25/26</u></td> <td style="width:33%; padding: 5px;">Patrick A. Porcaro Jr. 2026.03.13 19:06:34-04'00' <i>Patrick A. Porcaro Jr.</i> <hr/>OWNER BY: <u>Passaic Valley Water Commission</u> DATE: <u>3/13/2026</u></td> <td style="width:33%; padding: 5px;">Patrick A. Porcaro Jr. 2026.03.13 19:06:39-04'00' <i>Patrick A. Porcaro Jr.</i>  <hr/>(NJPE SEAL) ENGINEER BY: <u>Patrick A. Porcaro Jr., P.E.</u> DATE: <u>3/13/2026</u></td> </tr> </table> APPROVAL: <hr/> STATE OF NEW JERSEY DATE | | | | ITEM NO. | ITEM DESCRIPTION | UNIT PRICE | ESTIMATED QUANTITY | TOTAL COST | See Attachment Nos. 2 thru 4. | | | | | <i>[Signature]</i> <hr/> CONTRACTOR BY: <u>Pacific Construction, LLC</u> DATE: <u>2/25/26</u> | Patrick A. Porcaro Jr. 2026.03.13 19:06:34-04'00' <i>Patrick A. Porcaro Jr.</i> <hr/> OWNER BY: <u>Passaic Valley Water Commission</u> DATE: <u>3/13/2026</u> | Patrick A. Porcaro Jr. 2026.03.13 19:06:39-04'00' <i>Patrick A. Porcaro Jr.</i>  <hr/> (NJPE SEAL) ENGINEER BY: <u>Patrick A. Porcaro Jr., P.E.</u> DATE: <u>3/13/2026</u> |
| ITEM NO. | ITEM DESCRIPTION | UNIT PRICE | ESTIMATED QUANTITY | TOTAL COST | | | | | | | | | | | | |
| See Attachment Nos. 2 thru 4. | | | | | | | | | | | | | | | | |
| <i>[Signature]</i> <hr/> CONTRACTOR BY: <u>Pacific Construction, LLC</u> DATE: <u>2/25/26</u> | Patrick A. Porcaro Jr. 2026.03.13 19:06:34-04'00' <i>Patrick A. Porcaro Jr.</i> <hr/> OWNER BY: <u>Passaic Valley Water Commission</u> DATE: <u>3/13/2026</u> | Patrick A. Porcaro Jr. 2026.03.13 19:06:39-04'00' <i>Patrick A. Porcaro Jr.</i>  <hr/> (NJPE SEAL) ENGINEER BY: <u>Patrick A. Porcaro Jr., P.E.</u> DATE: <u>3/13/2026</u> | | | | | | | | | | | | | | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | | |
|---|--------------------------------|---|---|
| 9. ISSUING OFFICE Passaic Valley Water Commission | 10. PROJECT NO. 1605002-002 | 11. CONTRACT NO. #22-B-8 | 12. MODIFICATION NO 03 |
| 13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary) | | | |
| (Proposed) See Attachments No's. 1 through 4. | | | |
| NET INCREASE \$N/ <u>\$13,381.05</u> | | NET DECREASE \$ <u>0.00</u> | |
| DATE: 2/25/26 | | | CALENDER DAYS INCREASE <u>122</u> DAYS |
| TYPE NAME AND TITLE: Mir Ali, Project Manager | | SIGNATURE:  | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | |
|--|---|---|
| 14. ISSUING OFFICE & PROJECT NO. Passaic Valley Water Commission 1605002-002 | 15. CONTRACT NO. #22-B-8 | 16. MODIFICATION NO. 03 |
| 17. ORIGINAL CONTRACT BID PRICE \$ <u>26,033,994.00</u> TOTAL OF PREVIOUS CHANGE ORDERS \$ <u>3,492,090.96</u> TOTAL CONTRACT COST INCLUDING CHANGE ORDERS..... \$ <u>29,539,466.01</u> | | |
| 18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: The change is necessitated to memorialize and document the deletion of unused quantities of various bid items. The net adjustment in the Contract Price shall be an increase of \$13,381.05 from the Original Contract Bid Price. The purpose of this Change Order is to extend the contract completion date from 10/31/2025 to 3/2/2026. There is NO cost associated with this time extension. | | |
| 19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None. | | |
| 20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : Refer to Attachment No. 4. | | |
| DATE: 3/13/2026 | TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Patrick A. Porcaro Jr., P.E. | SIGNATURE: Patrick A. Porcaro Jr. 2026.03.13 19:06:53-04'00' <i>Patrick A. Porcaro Jr.</i> |

**Passaic Valley Water Commission
Lead Service Line Replacement in the Main System
Contract #22-B-8**

**Change Order No. 03
Attachment No. 1
DESCRIPTION OF CHANGE**

- A. Original Contract Value of Contract #22-B-8 was \$29,526,084.96.
- B. The Contract Price has been increased by \$13,381.05 bringing the total Contract value to \$29,539,466.01. This adjustment is required to compensate the Contractor for additional unforeseen quantities in bid items required to complete the project.
- C. The contract completion date has been extended by 122 days from 10/31/2025 to 3/2/2026 as a result of this modification.
- D. Decrease the Contract Price by \$1,550.00 for Bid item 1B Abandonment of Service Line Replacement, Repair of Leaking Curb Stop. Refer to attachment No. 3 for breakdown of pay item quantities.
- E. Decrease the Contract Price by \$1,950.50 for Bid item 2 Disposal and Replacement of Unsuitable Backfill Material Outside of the Roadway Limits. Refer to attachment No. 3 for breakdown of pay item quantities.
- F. Decrease the Contract Price by \$59,178.65 for Bid item 4A For HMA Restoration, at the unit price of: A. 2-inch Thick. Refer to attachment No. 3 for breakdown of pay item quantities.
- G. Decrease the Contract Price by \$120,442.00 for Bid item 4B For HMA Restoration, at the unit price of: B. 6-Inch Thick. Refer to attachment No. 3 for breakdown of pay item quantities.
- H. Decrease the Contract Price by \$35,000.00 for Bid item 4C For HMA Restoration, at the unit price of: C. 8-Inch Thick. Refer to attachment No. 3 for breakdown of pay item quantities.
- I. Decrease the Contract Price by \$9,000.00 for Bid item 4D For HMA Restoration, at the unit price of: D. 12-Inch Thick. Refer to attachment No. 3 for breakdown of pay item quantities.
- J. Decrease the Contract Price by \$5,000.00 for Bid item 5 For Controlled Low Strength Material, If and Where. Refer to attachment No. 3 for breakdown of pay item quantities.
- K. Decrease the Contract Price by \$43,249.50 for Bid item 8 For 6-inch Thick Concrete Driveway Apron. Refer to attachment No. 3 for breakdown of pay item quantities.
- L. Decrease the Contract Price by \$27,787.73 for Bid item 10 For Topsoiling, Seeding and Mulching. Refer to attachment No. 3 for breakdown of pay item quantities.
- M. Decrease the Contract Price by \$443.00 for Bid item 15 For Decommissioning of Abandoned Service Lines. Refer to attachment No. 3 for breakdown of pay item quantities.
- N. Decrease the Contract Price by \$2,250.00 for Bid item 18 For Providing Temporary Support of Utility Pole. Refer to attachment No. 3 for breakdown of pay item quantities.
- O. Increase the Contract Price by \$316,232.43 for Bid item 22 Allowance for Additional Work and Permit Fees. Refer to attachment No. 3 for breakdown of pay item quantities.

Passaic Valley Water Commission
Lead Service Line Replacement in the Main System
Contract #22-B-8

Change Order No. 01

Attachment No. 2

| Calculations | | |
|--------------|---|--|
| 1 | Original Contract Price | \$ 26,033,994.00 |
| 2 | Change Order No. 1 Change Order No. 2 | \$3,492,090.96 \$0.00 |
| 3 | New Contract Value (line 1 + line 2) | \$ 29,526,084.96 |
| 4 | Total Adjustments from Contract Value Total Quantity Adjustments = \$13,381.05 (See Attachment 3) Total Modification to the Contract = \$0.00 (See Attachment 4) | \$ 13,381.05 |
| 5 | Total Paid (Payment Applications 1 through 16) Payment Application No. 1 Payment Application No. 2 Payment Application No. 3 Payment Application No. 4 Payment Application No. 5 Payment Application No. 6 Payment Application No. 7 Payment Application No. 8 Payment Application No. 9 Payment Application No. 10 Payment Application No. 11 Payment Application No. 12 Payment Application No. 13 Payment Application No. 14 Payment Application No. 15 Payment Application No. 16 | \$ 28,623,885.55 \$ 587,763.51 \$ 726,791.40 \$ 1,895,012.73 \$ 1,896,456.10 \$ 1,566,056.83 \$ 1,281,821.45 \$ 1,739,468.84 \$ 2,935,369.13 \$ 1,654,167.93 \$ 3,647,937.91 \$ 2,266,865.23 \$ 1,442,002.98 \$ 2,468,733.87 \$ 1,098,759.59 \$ 1,542,687.44 \$ 1,873,990.62 |
| 6 | Total Payment Due (line 3 + line 4 - line 5) | \$ 915,580.46 |
| 7 | Total Amount Earned (line 5 + line 6) (See Attachment 3) | \$ 29,539,466.01 |
| 8 | Total Modification to the Contract (See Attachment 4) | \$ - |
| 9 | Amount Earned Adjusted for Modifications to the Contract (line 7 - line 8) | \$ 29,539,466.01 |
| 10 | Cross-Check - Amount of Payment (should equal line 6) (line 9 - line 4) | \$ 915,580.46 |

Passaic Valley Water Commission
Lead Service Line Replacement in the Main System
Contract No. #22-B-8
Change Order No. 3
Attachment No. 3 Summary of Pay Item Quantities

| Item # | Description | Contract Quantity | Quantity Added | Adjusted Contract Quantity | Unit | Unit Bid Price | Contract Amount | CO Amount | Final Contract Amount |
|------------------------|---|-------------------|----------------|----------------------------|------|----------------|---|--------------------|------------------------|
| 1A | Abandonment of Service Line Replacement, at the unit price of: A. Excavation, Compaction and Backfill | 1306.00 | 0.00 | 1306.00 | UNIT | \$250.00 | \$326,500.00 | \$0.00 | \$326,500.00 |
| 1b | Abandonment of Service Line Replacement, at the unit price of: B Repair of leaking Curb Stop | 40.00 | -91.00 | 9.00 | UNIT | \$50.00 | \$2,000.00 | \$1,550.00 | \$450.00 |
| 2 | Disposal and Replacement of Unsuitable Backfill Material Outside of the Roadway Limits (if and Where Directed), at the unit price of: | 1200.00 | -975.25 | 224.75 | CY | \$2.00 | \$2,400.00 | \$1,950.50 | \$449.50 |
| 3 | For Excavation and Removal of Concrete Road Base, at the unit price of: | 56.50 | 0.00 | 56.50 | CY | \$100.00 | \$5,650.00 | \$0.00 | \$5,650.00 |
| 4A | For HMA Restoration, at the unit price of: A. 2-Inch Thick | 11060.00 | -11893.73 | 224.27 | SY | \$5.00 | \$60,300.00 | \$59,178.65 | \$1,121.35 |
| 4B | For HMA Restoration, at the unit price of: B. 6-Inch Thick | 2610.00 | -1,609.42 | 1405.58 | SY | \$100.00 | \$261,000.00 | \$120,442.00 | \$140,558.00 |
| 4C | For HMA Restoration, at the unit price of: C. 8-Inch Thick | 700.00 | -700.00 | 0.00 | SY | \$50.00 | \$35,000.00 | \$35,000.00 | \$0.00 |
| 4D | For HMA Restoration, at the unit price of: D. 12-Inch Thick | 180.00 | -180.00 | 0.00 | SY | \$50.00 | \$9,000.00 | \$9,000.00 | \$0.00 |
| 5 | For Controlled Low Strength Material, if and Where Directed, at the unit price of: | 50.00 | -50.00 | 0.00 | CY | \$100.00 | \$5,000.00 | \$5,000.00 | \$0.00 |
| 6 | For Concrete Curb Restoration, at the unit price of: | 1387.00 | 0.00 | 1387.00 | LF | \$12.00 | \$16,644.00 | \$0.00 | \$16,644.00 |
| 7 | For 4-inch Thick Concrete Sidewalk Restoration, at the unit price of: | 8590.00 | 0.00 | 8590.00 | SY | \$80.00 | \$687,200.00 | \$0.00 | \$687,200.00 |
| 8 | For 6-inch Thick Concrete Driveway Apron Restoration, at the unit price of: | 5370.00 | -4324.95 | 1045.05 | SY | \$10.00 | \$53,700.00 | \$48,249.50 | \$10,450.50 |
| 9 | For Paver Block Restoration, at the unit price of: | 150.00 | 0.00 | 150.00 | SY | \$150.00 | \$22,500.00 | \$0.00 | \$22,500.00 |
| 10 | For Topsoiling, Seeding and Mulching, at the unit price of: | 36200.00 | -2478.77 | 33721.23 | SY | \$10.00 | \$362,000.00 | \$24,787.73 | \$337,212.27 |
| 11A | For Furnishing and Installing Wet Tap and Valve, 3/4" Corp Valve | 300.00 | 0.00 | 300.00 | EA | \$80.00 | \$24,000.00 | \$0.00 | \$24,000.00 |
| 11B | For Furnishing and Installing Wet Tap and Valve, 1" Corp Valve | 90.00 | 0.00 | 90.00 | EA | \$80.00 | \$7,200.00 | \$0.00 | \$7,200.00 |
| 11C | For Furnishing and Installing Wet Tap and Valve, 1 1/2" Corp Valve | 30.00 | 0.00 | 30.00 | EA | \$100.00 | \$3,000.00 | \$0.00 | \$3,000.00 |
| 11D | For Furnishing and Installing Wet Tap and Valve, 2" Corp Valve | 30.00 | 0.00 | 30.00 | EA | \$100.00 | \$3,000.00 | \$0.00 | \$3,000.00 |
| 12A | 1" Diameter Copper Main to Curb | 7900.00 | 0.00 | 7900.00 | LF | \$30.00 | \$237,000.00 | \$0.00 | \$237,000.00 |
| 12B | 1.5-2" Copper Main to Curb | 500.00 | 0.00 | 500.00 | LF | \$35.00 | \$17,500.00 | \$0.00 | \$17,500.00 |
| 13A | 1" Diameter Copper Curb to Building | 164745.00 | 0.00 | 164745.00 | LF | \$21.98 | \$3,617,800.20 | \$0.00 | \$3,617,800.20 |
| 13B | 1.5-2" Copper Curb to Building | 10500.00 | 0.00 | 10500.00 | LF | \$25.00 | \$262,500.00 | \$0.00 | \$262,500.00 |
| 14A | 3/4" Curb Stops | 5390.00 | 0.00 | 5390.00 | EA | \$1,700.00 | \$9,163,000.00 | \$0.00 | \$9,163,000.00 |
| 14B | 1" Curb Stops | 970.00 | 0.00 | 970.00 | EA | \$1,700.00 | \$1,649,000.00 | \$0.00 | \$1,649,000.00 |
| 14C | 1.5" Curb Stops | 60.00 | 0.00 | 60.00 | EA | \$100.00 | \$6,000.00 | \$0.00 | \$6,000.00 |
| 14D | 2" Curb Stops | 300.00 | 0.00 | 300.00 | EA | \$100.00 | \$30,000.00 | \$0.00 | \$30,000.00 |
| 15 | For Decommissioning of Abandoned Service Lines, at the unit price of: | 650.00 | -443.00 | 207.00 | EA | \$1.00 | \$650.00 | \$443.00 | \$207.00 |
| 16 | For Customer Coordination, at the unit price of: | 6279.00 | 0.00 | 6279.00 | EA | \$900.00 | \$5,651,100.00 | \$0.00 | \$5,651,100.00 |
| 17 | For Meter Relocation | 827.00 | 0.00 | 827.00 | EA | \$900.00 | \$744,300.00 | \$0.00 | \$744,300.00 |
| 18 | For Providing Temporary Support of Utility Pole at the unit price of: | 10.00 | -9.00 | 1.00 | EA | \$250.00 | \$250.00 | \$2,250.00 | \$250.00 |
| 19 | Allowance for Police Traffic Directors | 1.19 | 0.00 | 1.19 | AL | \$1,800,000.00 | \$2,145,240.76 | \$0.00 | \$2,145,240.76 |
| 20 | Allowance for Traffic Control Measures | 1.00 | 0.00 | 1.00 | AL | \$470,000.00 | \$470,000.00 | \$0.00 | \$470,000.00 |
| 21 | Allowance for Unforeseen Utility Conflicts | 1.00 | 0.00 | 1.00 | AL | \$250,000.00 | \$250,000.00 | \$0.00 | \$250,000.00 |
| 22 | Allowance for Additional Work and Permit Fees | 1.54 | 0.14 | 1.69 | AL | \$2,200,000.00 | \$3,393,400.00 | \$316,232.43 | \$3,709,632.43 |
| TOTAL PAY ITEMS | | | | | | | \$29,526,084.96 | \$13,381.05 | \$29,539,466.01 |
| | | | | | | | Total Increase in Contract Amount: | | \$13,381.05 |

Passaic Valley Water Commission
Phase X (A) Lead Service Line Replacement in the Main System
Contract #22-B-8

Change Order No. 03

Attachment No. 4

MODIFICATION TO THE CONTRACT DOCUMENTS

| <u>Item</u> | <u>Description</u> | <u>Amount</u> |
|-------------|--|--------------------|
| 1B | Abandonment of Service Line Replacement, at the unit price of: B. Repair of Leaking Curb Stop | \$1,550.00 |
| 2 | Disposal and Replacement of Unsuitable Backfill Material Outside of the Roadway Limits (If and Where Directed):, at the unit price of: | \$1,950.50 |
| 4A | For HMA Restoration, at the unit price of: A. 2-Inch Thick | \$59,178.65 |
| 4B | For HMA Restoration, at the unit price of: B. 6-Inch Thick | \$120,442.00 |
| 4C | For HMA Restoration, at the unit price of: C. 8-Inch Thick | \$35,000.00 |
| 4D | For HMA Restoration, at the unit price of: D. 12-Inch Thick | \$9,000.00 |
| 5 | For Controlled Low Strength Material, If and Where Directed, at the unit price of: | \$5,000.00 |
| 8 | For 6-inch Thick Concrete Driveway Apron Restoration, at the unit price of: | \$43,249.50 |
| 10 | For Topsoiling, Seeding and Mulching, at the unit price of: | \$24,787.73 |
| 15 | For Decommissioning of Abandoned Service Lines, at the unit price of | \$443.00 |
| 18 | For Providing Temporary Support of Utility Pole at the unit price of | \$2,250.00 |
| 22 | Allowance for Additional Work and Permit Fees | \$316,232.43 |
| | TOTAL COST OF WORK | \$13,381.05 |

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 22-B-08 – Change Order No. 3
“Lead Service Line Replacement in the Main System”
Pacific Construction, LLC

Amount of Project or Contract:

Initial Amount: \$26,033,994.00
Change Order No. 3 Increase of \$13,381.05
Change Order No. 1 Not to Exceed: \$29,539,466.01

1. Acct: # 001-0901-419-95-46
CAPITAL – LEAD SERVICE REPLACEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2026

Other comments: Change Order No. 3 Increase of \$13,381.05
For a new Not to Exceed of \$29,539,466.01

Date of Certification: April 22, 2026

Amount Certified: \$29,539,466.01

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-081

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING THE DRY POLYMER VFD CONTROLS
REPLACEMENT PROJECT UTILIZING THE NEW JERSEY
COOPERATIVE PURCHASING ALLIANCE, CONTRACT NO. CK04,
SUBCONTRACT NO. 24-38,**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC seeks to procure variable frequency drives ("VFD's") to replace the currently aging, increasingly unreliable VFD's that support our polymer feed and mixing functions; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance, Contract No. CK04, Subcontract No. 24-38, will be used for this purchase, as described on the SHI Corporation quotation number 27344243 created on March 27, 2026, which is attached hereto as **EXHIBIT A**, for the procurement of said VFD's; 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 VFD's from SHI Corporation, of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$127,883.19 for a one-time purchase. A copy of a memorandum dated April 9, 2026, from the Director of the IT Department, which is attached hereto as **EXHIBIT B**; and

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

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

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

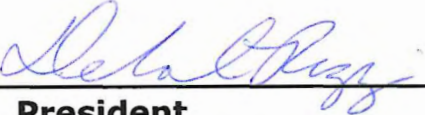
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI



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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: April 22, 2026
Re: Request for Approval of Budget for Dry Polymer VFD controls Replacement Project

Please accept this memo as a request for approval of the full budget of **\$127,883.19** for the Dry Polymer Variable Frequency Drive controls Materials and Installation Project. This total represents all material, fabrication, and vendor support required to deliver and commission the new VFD control panels.

The Dry Polymer system is a critical component of PVWC's water treatment operations. The existing VFDs that support polymer feed and mixing functions are aging, increasingly unreliable, and no longer supported by current manufacturer platforms. The project aligns with engineering design work already completed under a prior consulting contract and provides the required hardware, fabrication, and limited onsite support to replace these drives.

Failure or instability of polymer feed control poses operational and regulatory risks. Reliable VFD performance is essential for stable polymer dosing process optimization and maintaining compliance with treatment standards. Given the age of the existing equipment and the absence of manufacturer support, replacement is considered **urgent and necessary** to avoid unplanned outages and process disruptions. This project includes:

- Procurement and fabrication of six (6) fully built and UL-certified drive panels, with five to be **installed and one retained as a spare**. The inclusion of a fully fabricated spare VFD panel improves long-term resiliency and reduces downtime risk.
- Preparation of **Maintenance and Operation Training SOPs** and delivery of **as-built drawings** for all installed panels. Proposal is built on the engineering drawings produced under PVWC's prior consulting scope anticipating integration with CMMS/work order systems.
- One week of onsite support for installation assistance, programming, and startup/tuning of the new VFD control panels.

This scope is aligned with the previously completed sealed drawing package and does not duplicate any Engineering costs already covered under the consulting contract. Delays in approval will impact price and lead times, because hardware procurement and fabrication require PVWC approval before work can begin. The vendor notes that long-lead equipment and supply-chain factors may affect cost and schedule if action is not timely.

Given the operational importance, urgency, and alignment with existing engineering work, IT recommend that the Board approve the full project budget of **\$127,883.19** procurement and fabrication can begin immediately.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



Pricing Proposal
 Quotation #: 27344243
 Created On: 3/27/2026
 Valid Until: 5/1/2026

NJ-City of Passaic Valley Water Commission

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

Inside Account Manager

Iliana Marin
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 8005276389
 Email: iliana_marin@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|--------------|---------------------|
| 1 Development and Procurement Actemium - Part#: NPN-AVANC-PRMPL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 | 1 | \$19,383.40 | \$19,383.40 |
| 2 Installation & Commissioning (w/ Expenses) Actemium - Part#: NPN-AVANC-PRMPL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 | 1 | \$28,541.10 | \$28,541.10 |
| 3 Hardware & Panel Fabrication Actemium - Part#: NPN-AVANC-PRMPL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 | 1 | \$79,958.69 | \$79,958.69 |
| | | Total | \$127,883.19 |

Additional Comments

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

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

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

Public Works Exclusion

• All of the site work and related installation work included in this proposal are the responsibility of PVWC and its own sub-contractors. Actemium is solely responsible for consultation and material procurement. As the result of these responsibilities, Actemium will not need to submit any portion of this project as a public works project.

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Approve the "Dry Polymer VFD Controls Replacement Project" under the New Jersey Cooperative Purchasing Alliance, Contract BC-24-38
SHI

Amount of Project or Contract: \$127,883.19

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

Date of Certification: April 22, 2026

Certified: \$127,883.19

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-082

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING THE STANDARD RTU REPLACEMENT
PROJECT UTILIZING THE NEW JERSEY COOPERATIVE
PURCHASING ALLIANCE, CONTRACT NO. CK04, SUBCONTRACT
NO. 24-38,**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC seeks to procure (5) standard remote terminal units ("RTU's") ("VFD's") to replace stock used during the Hinchcliff Emergency Water Main break and have additional units on hand for future projects; and

WHEREAS, the New Jersey Cooperative Purchasing Alliance, Contract No. CK04, Subcontract No. 24-38, will be used for this purchase, as described on the SHI Corporation quotation number 27344244 created on March 27, 2026, which is attached hereto as **EXHIBIT A**, for the procurement of said RTU's; 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 RTU's from SHI Corporation, of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$393,962.32 for a one-time purchase. A copy of a memorandum dated April 9, 2026, from the Director of the IT Department, which is attached hereto as **EXHIBIT B**; and

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

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

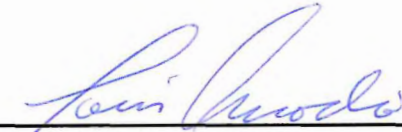


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
 Quotation #: 27344244
 Created On: 3/27/2026
 Valid Until: 5/1/2026

NJ-City of Passaic Valley Water Commission

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

Inside Account Manager

Iliana Marin
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 8005276389
 Email: iliana_marin@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|--------------|---------------------|
| 1 Development and Procurement Actemium - Part#: NPN-AVANC-PRMPL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 | 1 | \$2,686.17 | \$2,686.17 |
| 2 Hardware & Panel Fabrication Actemium - Part#: NPN-AVANC-PRMPL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 | 1 | \$391,276.15 | \$391,276.15 |
| | | Total | \$393,962.32 |

Additional Comments

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

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

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

Public Works Exclusion

• All of the site work and related installation work included in this proposal are the responsibility of PVWC and its own sub-contractors.

Actemium is solely responsible for consultation and material procurement. As the result of these responsibilities, Actemium will not need to submit any portion of this project as a public works project.

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION INTER – OFFICE MEMORANDUM

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: April 22, 2026
Re: Request for Approval of Budget for Standard RTU Replacements Project

Please accept this memo as a request for approval of the full budget of \$393,962.32 to procure materials, fabrication services, and delivery for five (5) Standard Remote Terminal Unit (RTU) as part of PVWC's ongoing system standardization and modernization initiative. PVWC used up 3 Standard RTUs during Water Main Break, PVWC I.T. Is asking for 5 total units to aid in replacing stock and aid in future project. As part of the Commission's strategic effort to modernize automation and control infrastructure, the Information Technology team has been developing and implementing standardized RTU designs across PVWC facilities. The effort, through an existing consulting agreement, has now provided a material and fabrication quote specifically for the next Standard RTU deployments. The quotation aligns with design work already completed under the consulting contract and covers only physical materials, fabrication, UL certification, and delivery. Engineering and integration activities remain funded under the existing consulting agreement. The proposal includes:

- Procurement of all required RTU panel materials
- Complete panel fabrication
- UL certification
- Delivery of one fully fabricated Standard RTU panel

Installation, wiring, and commissioning support are outside their scope and will be performed by others, consistent with our internal project framework. The project aligns with the PVWC modernization strategy by leveraging standard RTU architecture developed through the ongoing standardization initiative. The design basis follows the approved PVWC Standard RTU Master Arrangement. RTU standardization provides significant long-term benefits including:

- Simplified maintenance and spare parts management
- Consistent integration with SCADA
- Reduced engineering labor for future installations
- Improved reliability and cybersecurity posture through uniform hardware platforms

With long-lead components still affected by industry-wide supply chain risks, initiating procurement is critical to keeping modernization timelines on track. The estimated delivery timeframe is approximately 12 weeks from purchase order receipt. Given the critical role Standard RTUs play in PVWC's modernization strategy, their direct impact on operational reliability, and the necessity of maintaining progress while design, engineering, and integration continue under the existing contract, The department of Information Technology recommends that the Board approve the procurement of one Standard RTU at the quoted budget of \$393,962.32.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Approve the "Standard RTU Replacements Project" under the New Jersey Cooperative Purchasing Alliance, Contract BC-24-38
SHI

Amount of Project or Contract: \$393,962.32

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

Date of Certification: April 22, 2026

Certified: \$393,962.32

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-083

PASSAIC VALLEY WATER COMMISSION

**APPROVAL OF EMERGENCY PROCUREMENT FOR
CHITTENDEN ROAD EMERGENCY REPAIR MATERIALS**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, a 51-inch riveted steel transmission main, owned and operated by PVWC, conveys water through the 330' pressure gradient and connects to the Veolia Jersey City water system through a valve cluster consisting of five 16-inch gate valve connections; and

WHEREAS, downstream of this connection, the PVWC 51" - 330' main serves communities including all of North Arlington, Lyndhurst, and Harrison, as well as portions of Jersey City; and

WHEREAS, on Sunday, March 22, 2026, PVWC identified a leak on one of the 16-inch connections located on Chittenden Road in Clifton; and

WHEREAS, the 51-inch transmission main is a critical PVWC asset, and the leak poses a significant risk of system pressure loss and potential contamination; and

WHEREAS, it was necessary for PVWC to secure the leak and rehabilitate the associated assets by mobilizing Montana Construction to perform emergency repair work; and

WHEREAS, due to the urgent nature of the repair work, immediate procurement was necessary to prevent further leakage; and

WHEREAS, quotations for necessary materials were requested; and

WHEREAS, Capitol Supply Construction was the only vendor capable of meeting the emergency requirements for a price of \$547,041.75 per quotation S1526905, attached hereto and made a part hereof **Exhibit A**; and

WHEREAS, in the opinion of the Chief Operating Officer and the Executive Director, conditions constituting an emergency affecting the immediate health, safety or welfare of the public, and require an immediate performance of services and procurement of necessary goods and services as a result of the emergency; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-6 authorizes local public entities to enter into certain contracts under emergent conditions as specified therein;

WHEREAS, it was necessary, in accordance with N.J.S.A. 40A:11-6, to proceed with the performance of services and procurement of necessary goods and materials as necessary to perform all recovery and repairs, and a purchase order was issued without public advertisement for bids pursuant to the above Statute; and

WHEREAS, the Chief Operating Officer's memo signed and dated April 6, 2026 (the "Formal Certification") of the emergency (and which has been filed by the Director of Engineering and endorsed by the Executive Director in support of this resolution) is attached hereto and made a part hereof as **Exhibit B**; and

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

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

1. Authorizes and/or ratifies the actions taken by the Director of Engineering and the Executive Director, based on the documentation incorporated herein, confirming the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law.

2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this Resolution, and hereby authorizes the appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such additional documents as are necessary to implement the terms and intentions of this Resolution.
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

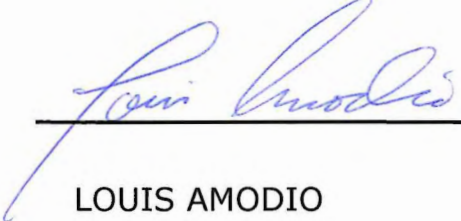


RUBY COTTON
Secretary

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary



Executive Director
James Mueller, PE

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

MEMORANDUM

To: Lisa Bresemann/Lindsay Kelly
From: Michael Marotta
Date: 4/2/2026
Subject: Communications System Requirements and Critical Improvement Areas – Chemical Building Project (Somerset County Co-op #CC-0056-25)

Purpose

This memo provides an executive-level summary of the required communications system for the Chemical Building project and highlights key facility-wide communication gaps identified during recent assessments. The information below outlines essential upgrades needed to improve emergency responsiveness, protect personnel, and support regulatory compliance.

1. Communications System Requirement – Chemical Building Project

The Chemical Building requires a **REQUIRED Communications-Type System** as part of its safety and operational infrastructure. The system will include:

- **Sixty (60) Emergency and Non-Emergency Communication Units** distributed throughout the facility.
- Direct links to the **Control Room** and other designated monitoring points.
- Capability to support both emergency alerts and routine operational communication.

This system is integral to ensuring immediate, reliable communication during critical incidents and must be incorporated into all project design, procurement, and installation phases.

2. Identified Areas for Improvement

Area for Improvement 1: Lack of Facility-Wide Communication During Spill Events

Current communication capabilities at the Passaic Valley Water Treatment Plant are insufficient for rapidly notifying all personnel of a spill event. Key issues include:

- Reliance on Rave 911 despite no assigned operator.
- Inconsistent cell coverage throughout the facility.

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

- Initial uncertainty regarding responsibility for contacting 911.
- Only one designated muster point, located onsite.

Analysis and Recommended Actions

- Install an audible alarm system throughout the plant to provide facility-wide notifications.
- Assign a new Rave 911 operator to ensure reliable activation and management.
- Ensure the Spill Response SOP is easily accessible to all employees and implement mandatory annual training.
- Establish a secondary muster point outside the facility for increased operational resilience.

These actions will strengthen emergency awareness, reduce response delays, and improve overall compliance and readiness.

Area for Improvement 2: Limited Methods for SIP/Evacuation Notification

Shelter-in-Place (SIP) and evacuation notifications are currently issued through fire alarms, supervisor word-of-mouth, and text/email messaging.

Analysis and Recommended Actions

Although these methods meet minimum regulatory requirements, they lack consistency and speed during time-sensitive events. Implementing a **public address (PA) system** would significantly improve the clarity, speed, and reach of emergency communications, enabling better coordination during SIP or evacuation conditions.

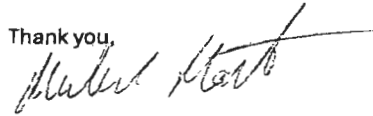
Conclusion

The Chemical Building Communications System and the broader facility-wide improvements outlined above represent critical enhancements to employee safety, operational readiness, and emergency communication capabilities. Executive support for these upgrades will ensure alignment with regulatory expectations and strengthen the facility's overall safety posture.

The total cost of this project is \$690,388.85 and has been allocated in the 2026 Capital Budget under 11-2026-017

Attached is justification for the NJ State Cooperative Purchasing Program and the After-Action Report page from the Passaic County Tabletop Exercise.

Thank you,



Michael Marotta

Chief Operating Officer

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

**After-Action Report/Improvement Plan
Passaic County Tabletop Exercise, 2025**

Strength 7: All levels of local agency notification understand the complexities of this incident and that the local evacuation routes may be unavailable due to wind direction of the smoke plume.

Areas for Improvement

The following areas require improvement to achieve the full capability level:

Area for Improvement 1: Passaic Valley Water Treatment plant did not have a clear way to communicate to all employees at the facility that a spill had occurred. The plant relies on Rave 911, but there is currently no operator and cell service can be poor throughout the facility. The facility players did not initially know who would call 911 to inform emergency services the spill occurred. There is only one designated muster point and it is on the facility.

Analysis: Passaic Valley Water Treatment plant is planning to install an audible alarm throughout the plant and a new Rave 911 operator will be selected. The facility's Spill Response SOP should be available to all employees to review, and annual training should be conducted to familiarize employees with the SOP. A second muster point outside the facility will be selected if the guardhouse muster point is unavailable.

Area for Improvement 2: SIP or evacuation notifications are communicated only via fire alarm, word of mouth from supervisors, and / or text email.

Analysis: The current methods of indicating SIP (verbal or email/text communication) or evacuation (fire alarm) are adequate to meet the regulations set forth but, a public address (PA) system for distribution of notifications would enhance the capabilities.

Area for Improvement 3: All parties involved in the initial response should conduct full scale exercises in addition to scheduled TTXs to ensure alignment with all internal and external SOPs and other guidelines. An initial onboarding training should be held to orient new employees in their facility or agencies response plan SOPs. The alignment of policy, plans, and procedures allows for a seamless response effort.

Reference: Passaic County Emergency Planning District Off-Site ERP.

Analysis: Training should be conducted with facilities that are a part of the LEPC community on a regular basis as described in the Passaic County Emergency Planning District Off-Site ERP. Conducting training allows for relationships to be built and to better understand all parties' capabilities.

PASSAIC VALLEY WATER COMMISSION

JUSTIFICATION FOR USE OF NEW JERSEY STATE COOPERATIVE PURCHASING CONTRACT

Vendor: Unified Technology Partners Corporation

Project:

#25-UTH-1231 – Chemical Building Communications (\$690,388.85)

PURPOSE

This document provides justification for procuring communication upgrades through the NJ State Cooperative Purchasing Program.

BACKGROUND & NEED

Passaic Valley Water Commission (PVWC) operates and maintains critical water infrastructure that serves a large population across multiple municipalities. This infrastructure includes an administrative campus, a major Water Treatment Plant (WTP), multiple reservoir facilities, and various remote pumping and support sites. The continuous operation, monitoring, and protection of these assets are essential to ensuring public health, regulatory compliance, and uninterrupted water service.

A comprehensive review of the communication systems has identified several systemic deficiencies that have developed over time due to aging infrastructure, evolving security requirements, and increased operational demands. These deficiencies include:

- **Inadequate communication capabilities within high-risk environments**, particularly within the Chemical Feed Building, where the State of New Jersey has issued a **poor performance evaluation** due to insufficient communication systems

These challenges not only increase operational risk but also impact PVWC's ability to meet regulatory expectations and industry best practices for critical infrastructure protection. Equipment failures, lack of visibility, and communication gaps can lead to delayed incident response, increased maintenance costs, and potential safety hazards for personnel.

PROJECT JUSTIFICATION

Chemical Building Communications

Deployment of 58 intercom/Emergency Call endpoints with integrated video. Addresses State performance issue and improves life safety and emergency response.

STRATEGIC BENEFITS

- Enhanced safety and situational awareness
- Regulatory compliance improvements
- Scalable future integrations

PRICING JUSTIFICATION

Somerset County Contract (#CC-0056-25):

- Zenitel: 5% off MSRP

Bergen County Contract (#BC-Bid-24-38):

- 5%–20% ABOVE MSRP

This demonstrates clear cost advantage and best value.

CONCLUSION

The proposed projects represent a comprehensive and necessary modernization of PVWC's physical security and communication infrastructure. Collectively, these initiatives directly address known system deficiencies, including aging and failing equipment, lack of redundancy, and gaps in monitoring and communication that pose operational, safety, and regulatory risks.

By implementing a unified and standardized platform, PVWC will significantly improve system reliability, reduce maintenance burdens, and enhance its ability to monitor and respond to events across all facilities. The inclusion of redundancy and failover capabilities ensures continuity of operations, while expanded visibility and communication systems improve both situational awareness and personnel safety—particularly in high-risk environments such as the Chemical Facility.

Furthermore, this modernization effort positions PVWC for long-term scalability and future integration of additional technologies such as intrusion detection, environmental monitoring, and automated notification systems. The investment not only resolves current deficiencies but establishes a resilient, future-ready security framework aligned with industry best practices and regulatory expectations.

RECOMMENDATION

It is recommended that PVWC proceed with the procurement of the project through the New Jersey State Cooperative Purchasing Program utilizing Unified Technology Partners Corporation. This approach ensures full compliance with public procurement requirements while delivering the best value through competitive pricing, technical expertise, and proven familiarity with PVWC's existing systems and infrastructure.

Unified Technology Partners Corporation has provided pricing that exceeds standard cooperative contract discounts and is significantly more favorable than alternative cooperative contracts that apply markups above MSRP. In addition, their established working relationship with PVWC reduces project risk, ensures efficient implementation, and supports continuity of operations.

Approval of this procurement will enable PVWC to address critical communication deficiencies in a timely and cost-effective manner, while enhancing the overall safety, reliability, and resilience of its infrastructure. Proceeding under the cooperative purchasing contract is determined to be in the best interest of the organization.

EXHIBIT B



Unified Technology Partners Corporation
 80 Fairfield Road
 Fairfield, New Jersey 07004

NJ State BF License# 34BF00071100

GSA #TQSWA20D0033
 Somerset County Coop #CC-0056-25
 Hunterdon HCES-CAT-25-06-R
 Hunterdon HCES-CAT-25-10

25-UTS-1231 Chemical Building Communications

Quote #UTP003099 v1

Prepared For:
Passaic Valley Water Commission
 Michael Marotta
 800 Union Blvd
 Totowa, 07512

Prepared by:
 Dan Aloia
 80 Fairfield Road
 Fairfield, New Jersey 07004

Date Issued:
12.11.2025
 Expires:
02.27.2026

P:
 E: mmarotta@pwwc.com

P: 973-251-9950
 E: dalola@utpcorp.com

Statement of Work

Solution #1 – Chemical Building Communications

Solution 1 is to *Build out and Integrated Intercom Communications System* for the Chemical Feed Building. Intercom (58) End Points will be placed at various locations throughout the facility. Each end point unit will have a communications button and an alert button. Two-way communication video screen devices are to be placed in (4) strategic locations including the operations room. (3) Industrial Units to be placed at outside locations or we environments. All endpoint units will have integrated cameras for situational awareness. System is to be integrated into the Genetec Video Management System Platform. All units are to be set up to receive live or automated response message based on PVWC's needs. Project Pricing includes necessary equipment, installation, configuration, conduit work, and integration. System will provide ability to take dry contact alarms from existing systems to provide for automated messaging in the case of triggering.

Products & Services

| Description | Price | Qty | Ext. Price |
|---|-------------|------|--------------|
| Chemical Building Integrated Communications System | | | |
| 555-ICX510PKG Zenitel - ICX-510 Package - Package Price with ICX-AlphaCom | \$4,565.70 | 1 | \$4,565.70 |
| 1002600100 Zenitel - ICX IP-station license | \$541.50 | 60 | \$32,490.00 |
| 1002602102 Zenitel - ICX SIP Trunking, 4 lines | \$5,128.10 | 1 | \$5,128.10 |
| 1009291120 Zenitel - AlphaPro Professional, USB dongle | \$5,301.95 | 1 | \$5,301.95 |
| 1490005010 Zenitel - ITSV-5 HD IP Video Phone with 8" Screen | \$2,402.55 | 4 | \$9,610.20 |
| 1002600700 Zenitel - ICX SIP station license | \$507.30 | 4 | \$2,029.20 |
| 1008315050 Zenitel - TCIV-5+ Black 2-Button w/Display | \$3,449.45 | 60 | \$206,967.00 |
| 1008140010 Zenitel - Surface Back Box - Turbine TA-1 | \$197.60 | 60 | \$11,856.00 |
| 1008122020 Zenitel - TFIE-2 Turbine Industrial Master (6 programmable buttons) | \$2,945.00 | 3 | \$8,835.00 |
| 1002604100 Zenitel - ICX Enhanced Audio Messaging License | \$4,299.70 | 1 | \$4,299.70 |
| MISC Conduit, Junction Boxes, Stubs and Accessories | \$43,850.00 | 1 | \$43,850.00 |
| MISC Network Cable, Terminations and Accessories | \$4,550.00 | 1 | \$4,550.00 |
| Device Installation Device, Mounts and Accessories Installation - SSC | \$145.00 | 192 | \$27,840.00 |
| Installation Installation of Pathways, Raceways, Conduits and Accessories - SSC | \$145.00 | 1245 | \$180,525.00 |



Unified Technology Partners Corporation
 80 Fairfield Road
 Fairfield, New Jersey 07004

NJ State BF License# 34BF00071100

GSA:47QSWA20D0033
 Somerset County Coop #CC-0056-25
 Hunterdon HCES-CAT-25-06-R
 Hunterdon HCES-CAT-25-10

Products & Services

| Description | Price | Qty | Ext. Price |
|--|------------|-----|---------------------|
| Cabling Installation Installation of Network Cabling and Accessories - SSC | \$145.00 | 172 | \$24,940.00 |
| Camera Configuration IP Addressing, Camera Configurations, Focusing and Features - SSC | \$145.00 | 15 | \$2,175.00 |
| Physical Security Management System Integration | | | |
| GSC-SIPELIA-1PA 1 Public address connection per system | \$495.00 | 1 | \$495.00 |
| GSC-Sipelia-1SIP-ADV Advanced Add-on for 1 Standard Connection providing failover and bidirectional audio and video recording (requires GSC-Sipelia-1SIP-STD and total number of STD & ADV connections must match) | \$90.00 | 64 | \$5,760.00 |
| GSC-Sipelia-1SIP-STD 1 Standard Connection to an Intercom Station (requires GSC-Sipelia-Base) | \$144.00 | 64 | \$9,216.00 |
| GSC-Sipelia-1Trunk 1 SIP trunk connection to Hardware Intercom server or VOIP provider (requires GSC-Sipelia-Base) | \$495.00 | 4 | \$1,980.00 |
| GSC-Sipelia-Base GSC Sipelia™ Base Package. Genetec™ Advantage required with system purchase. | \$1,350.00 | 1 | \$1,350.00 |
| Integration Integration to up to Six Existing Alarm Systems Through Dry Contact Alarm Triggering | \$145.00 | 60 | \$8,700.00 |
| MISC Peripherals, Parts and Accessories for Completed System | \$4,550.00 | 1 | \$4,550.00 |
| Subtotal: | | | \$607,613.85 |

Additional Services

| Description | Price | Qty | Ext. Price |
|--|----------|-----|--------------------|
| System Configuration System Setup and Integration | \$145.00 | 375 | \$54,375.00 |
| Integration Integration to up to Six Existing Alarm Systems Through Dry Contact Alarm Triggering | \$145.00 | 200 | \$29,000.00 |
| Subtotal: | | | \$83,375.00 |

Notes & Exclusions

Switch Ports are excluded

PVWC to Provide Necessary Switchports in (2) IDF's

Electrical work is excluded

Excludes any patching and painting

Hunterdon County Educational Services Commission

HCESC Contract #HCESC-CAT-25-06-R

Somerset County Contract

Somerset Coop Contract #CC-0056-23



Unified Technology Partners Corporation
 80 Fairfield Road
 Fairfield, New Jersey 07004

NJ State BF License# 34BF00071100

GSA:47QSWA20D0033
 Somerse: County Coop #CC-0056-25
 Hunterdon HCES-CAT-25-06-R
 Hunterdon HCES-CAT-25-10

Notes & Exclusions

Unified Technology Partners appreciates the opportunity to provide you with pricing for this project. If you require any additional information, please don't hesitate to contact us. We may be reached at (973) 251-9950 or via e-mail at Sales@UTPCorp.com

| Quote Summary | Amount |
|---------------------|---------------------|
| Products & Services | \$607,013.85 |
| Additional Services | \$83,375.00 |
| Total: | \$690,388.85 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors

Acceptance

Passaic Valley Water Commission

Dan Aloia

Signature / Name

12/11/2025

Date

Michael Marotta

Signature / Name

Initials

Date

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Procure "Communication Upgrades for the PVWC Chemical Building Project" under the Somerset County Cooperative, CC-0056-25
Unified Technology Partners

Amount of Project or Contract: \$690,388.85

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

Date of Certification: April 22, 2026

Certified: \$690,388.85

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-084

PASSAIC VALLEY WATER COMMISSION

**APPROVAL OF EMERGENCY PROCUREMENT FOR
CHITTENDEN ROAD EMERGENCY REPAIR MATERIALS**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, a 51-inch riveted steel transmission main, owned and operated by PVWC, conveys water through the 330' pressure gradient and connects to the Veolia Jersey City water system through a valve cluster consisting of five 16-inch gate valve connections; and

WHEREAS, downstream of this connection, the PVWC 51" - 330' main serves communities including all of North Arlington, Lyndhurst, and Harrison, as well as portions of Jersey City; and

WHEREAS, on Sunday, March 22, 2026, PVWC identified a leak on one of the 16-inch connections located on Chittenden Road in Clifton; and

WHEREAS, the 51-inch transmission main is a critical PVWC asset, and the leak poses a significant risk of system pressure loss and potential contamination; and

WHEREAS, it was necessary for PVWC to secure the leak and rehabilitate the associated assets by mobilizing Montana Construction to perform emergency repair work; and

WHEREAS, due to the urgent nature of the repair work, immediate procurement was necessary to prevent further leakage; and

WHEREAS, quotations for necessary materials were requested; and

WHEREAS, Capitol Supply Construction was the only vendor capable of meeting the emergency requirements for a price of \$547,041.75 per quotation S1526905, attached hereto and made a part hereof **Exhibit A**; and

WHEREAS, in the opinion of the Chief Operating Officer and the Executive Director, conditions constituting an emergency affecting the immediate health, safety or welfare of the public, and require an immediate performance of services and procurement of necessary goods and services as a result of the emergency; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-6 authorizes local public entities to enter into certain contracts under emergent conditions as specified therein;

WHEREAS, it was necessary, in accordance with N.J.S.A. 40A:11-6, to proceed with the performance of services and procurement of necessary goods and materials as necessary to perform all recovery and repairs, and a purchase order was issued without public advertisement for bids pursuant to the above Statute; and

WHEREAS, the Chief Operating Officer's memo signed and dated April 6, 2026 (the "Formal Certification") of the emergency (and which has been filed by the Director of Engineering and endorsed by the Executive Director in support of this resolution) is attached hereto and made a part hereof as **Exhibit B**; and

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

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

1. Authorizes and/or ratifies the actions taken by the Director of Engineering and the Executive Director, based on the documentation incorporated herein, confirming the existence of an emergency within the meaning and contemplation of the Local Public Contracts Law.

2. Hereby approves and/or ratifies actions taken by officers and employees of Passaic Valley Water Commission to implement the terms and intentions of this Resolution, and hereby authorizes the appropriate officers and employees of Passaic Valley Water Commission to perform such additional acts and execute such additional documents as are necessary to implement the terms and intentions of this Resolution.
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
 President

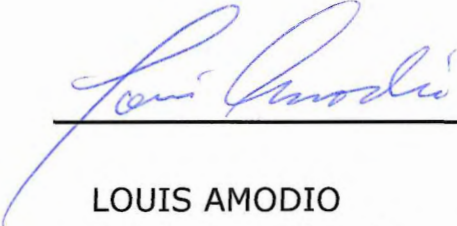


RUBY COTTON
 Secretary

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 April 22, 2026.



 LOUIS AMODIO
Administrative Secretary

EXHIBIT A



CAPITOL SUPPLY

CONSTRUCTION PRODUCTS LLC

CAPITOL SUPPLY CONSTRUCTION PRODS
 149 OLD TURNPIKE ROAD
 WAYNE, NJ 07470
 Phone 973-627-5200
 Fax 973-627-1790

Quotation

| | |
|---|------------------------|
| EXPIRATION DATE | QUOTE NUMBER |
| 03/25/2027 | S1526905 |
| CAPITOL SUPPLY CONSTRUCTION PRODS 149 OLD TURNPIKE ROAD WAYNE, NJ 07470 Phone 973-627-5200 Fax 973-627-1790 | PAGE NO. 1 of 3 |

QUOTE TO:

SHIP TO:

PASSAIC VALLEY WATER COMMISSION 4
 1525 MAIN AVENUE
 P.O. BOX 230
 CLIFTON, NJ 07011

PASSAIC VALLEY WATER COMMISSION 4
 1525 MAIN AVENUE
 P.O. BOX 230
 CLIFTON, NJ 07011

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON |
|-----------------|--|---------------------------|--------------|
| 7155 | 911 | | RICK GAMBONE |
| WRITER | SHIP VIA | TERMS | SHIP DATE |
| DENNIS REED | TL TRAILER | NET | 03/25/2026 |
| ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
| 1ea | NONSTOCK ITEM 48 x 24 mj tee c153 import regular SIGMA ** Above not returnable ini __ ** | 14226.570/ea | 14226.57 |
| 1ea | NONSTOCK ITEM 48 x 24 mj tee c153 import bare SIGMA ** Above not returnable ini __ ** | 14226.570/ea | 14226.57 |
| 1ea | NONSTOCK ITEM 48 x 24 mj tee c153 import regular T/U ** Above not returnable ini __ ** | 14226.570/ea | 14226.57 |
| 1ea | NONSTOCK ITEM 48 x 24 mj tee c110 import bare T/U ** Above not returnable ini __ ** | 52616.480/ea | 52616.48 |
| 1ea | NONSTOCK ITEM 48 x 24 mj tee c153 DOMESTIC SiP ** Above not returnable ini __ ** | 14226.570/ea | 14226.57 |
| 22ea | NONSTOCK ITEM 48" SIGMA ONELOK PACK IMPORT ** Above not returnable ini __ ** | 3622.400/ea | 79692.80 |
| 9ea | NONSTOCK ITEM 24" SIGMA ONE LOK PACK IMPORT | 659.650/ea | 5936.85 |

** Continued on Next Page **

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CAPITOL SUPPLY
CONSTRUCTION PRODUCTS LLC

Quotation

| EXPIRATION DATE | QUOTE NUMBER | PAGE NO. |
|-----------------|--------------|----------|
| 03/25/2027 | S1526905 | 2 of 3 |

| ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|-----------|---|---------------|-----------|
| | ** Above not returnable ini __ ** | | |
| 7ea | NONSTOCK ITEM 42" SIGMA ONELOK ** Above not returnable ini __ ** | 2834.220/ea | 19839.54 |
| | Subtotal ----- | | 214991.95 |
| 1ea | 48" TYLER MJ CAP C153 ** Above not returnable ini __ ** | 6578.860/ea | 6578.86 |
| 2ea | 48" MJ SIGMA LONG SLEEVE C153 ** Above not returnable ini __ ** | 6578.860/ea | 13157.72 |
| 1ea | 48" MJ 45 C153 SIGMA ** Above not returnable ini __ ** | 11070.990/ea | 11070.99 |
| 1ea | NONSTOCK ITEM 48" X 42" MJ C153 REDUCER SIGMA ** Above not returnable ini __ ** | 9083.050/ea | 9083.05 |
| 1ea | 42" MJ LONG SLEEVE C153 SIGMA ** Above not returnable ini __ ** | 5730.530/ea | 5730.53 |
| 1ea | NONSTOCK ITEM 48" x 12" MJ C153 TEE Tyler ** Above not returnable ini __ ** | 15274.400/ea | 15274.40 |
| 60ft | 42" US DIP CLASS 54 18' ** Above not returnable ini __ ** | 819.950/ft | 49197.00 |
| 1ea | NONSTOCK ITEM 48" MJ MU BUTTERFLY VALVE 481MM-1200EAARNP6 ** Above not returnable ini __ ** | 43219.450/ea | 43219.45 |
| 2ea | 24" MU MJ RW GATE VALVE A2361-23 OR PLAIN VERTICAL NO GEARING ** Above not returnable ini __ ** | 35602.900/ea | 71205.80 |
| 1ea | NONSTOCK ITEM 48" MU RW Gate Valve Horizontal w/Bevel Gearing 480A236123LN 02 | 107532.000/ea | 107532.00 |

** Continued on Next Page **

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CAPITOL SUPPLY
CONSTRUCTION PRODUCTS LLC

Quotation

| | | |
|-----------------|--------------|----------|
| EXPIRATION DATE | QUOTE NUMBER | PAGE NO. |
| 03/25/2027 | S1526905 | 3 of 3 |

| ORDER QTY | DESCRIPTION | UNIT PRICE | EXT PRICE |
|--|--|-------------|-----------|
| | ** Above not returnable in ___ ** <i>55 Items</i> | | |
| ESTIMATED SALES TAX HAS NOT BEEN CALCULATED ON THIS QUOTE. TAX WILL BE CALCULATED WHEN SHIPPED, UNLESS EXEMPT. | | Subtotal | 547041.75 |
| | | S&H Charges | 0.00 |
| | | Amount Due | 547041.75 |

EXHIBIT B



Executive Director
James Mueller, PE

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

Memorandum

To: Lindsay Kelly
From: Michael Marotta
Date: April 6, 2026
Subject: Emergency Purchase Order – Chittenden Road Emergency Repair Materials

This memo is to request approval for an emergency Purchase Order in the amount of **\$547,041.75** for materials required for the **Chittenden Road Emergency Repair** project.

A quote was obtained from Capital Supply (Quote Number S1526905) for 55 required items, all of which are available immediately. Due to the urgent nature of the repair work, immediate procurement is necessary to prevent further infrastructure issues and project delays.

A secondary quote was obtained from Core & Main, which can provide only 12 of the required items in the amount of \$463,425.00, with an estimated 16-week lead time. They are unable to supply the remaining materials needed for the project. Given these constraints, Core & Main cannot meet the project's emergency timeline.

Due to the critical need for timely material availability, **Capital Supply is the only vendor capable of meeting the emergency requirements.**

Approval of this emergency Purchase Order is requested so that materials can be procured without delay and work can proceed immediately.

Thank you,

Michael Marotta

Chief Operating Officer

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

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Approve "Emergency Procurement for Chittenden Road Emergency Repair Materials"
Capitol Supply Construction Products LLC

Amount of Project or Contract: \$547,041.75

1. Acct: #- 001-0901-419-95-14
CAPITAL – WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2026

Date of Certification: April 22, 2026

Certified: \$547,041.75

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-085

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE THE PROCUREMENT OF SERVICES
FROM ADVANCED UTILITY SYSTEMS TO PERFORM TASKS
NECESSARY TO THE IMPLEMENTATION OF NEW FINANCIAL
MANAGEMENT SYSTEM**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, the Passaic Valley Water Commission ("PVWC") is currently implementing Oracle Financials as part of its enterprise financial system modernization; and

WHEREAS, integration between PVWC's existing Customer Information System ("CIS") and Oracle Financials is required to ensure continuity of financial operations, including billing, payment processing, and reporting; and

WHEREAS, Advanced Utility Systems ("Advanced") is the provider and maintainer of PVWC's CIS platform and possesses the necessary technical expertise and system knowledge to support integration efforts; and

WHEREAS, PVWC has obtained a proposal from Advanced (Reference No. AT118424) to perform a discovery engagement to assess integration requirements, evaluate technical options, and develop a Business Requirements Document to support future implementation planning, at a cost of \$5,100.00; and

WHEREAS, this discovery engagement is a necessary preliminary step to define the scope, complexity, and approach for the full CIS-to-Oracle integration; a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with N.J.S.A. 40A:11-12, PVWC may purchase goods or services under contracts entered into on behalf of

the State by the Division of Purchase and Property in the Department of the Treasury; and

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

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

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

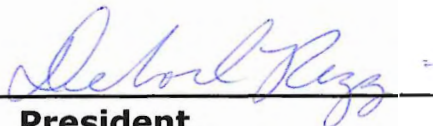
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

1. That the procurement of professional services from Advanced Utility Systems for Oracle integration discovery services is hereby approved in the amount of \$5,100.00; and
2. That the appropriate officers and employees of PVWC are hereby authorized to execute all necessary documents and take such actions as may be required to effectuate this procurement.

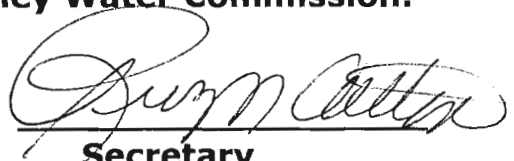
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

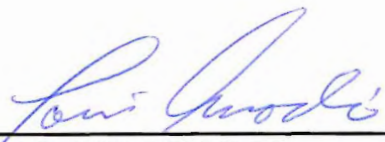


Secretary
RUBY N. COTTON

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

| | | | |
|-----------------------------|---|-----------------------|------------------|
| Client | Passaic Valley Water Commission | Client Contact | Esther Gluck |
| Quote Effective Date | April 10, 2026 | Prepared By | Tanuja Kancherla |
| Reference Number | AT118424 | Client PO | |
| Description | Statement of Work (SOW): Discovery for Oracle Integration | | |

Client Request

Passaic Valley Water Commission is requesting a statement of work from Advanced Utility Systems (Advanced) to conduct a remote discovery a discovery engagement to review and assess available options for extracting Customer Information System (CIS) data and transmitting it to Oracle Financials using a REST API-based integration. This engagement will focus on documenting business and technical requirements and defining a high-level integration approach to support future implementation planning.

Proposed Solution

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

- Technical Consultant will provide discovery and analysis services to evaluate integration options between CIS and Oracle Financials. The scope includes the following activities:
 - **Discovery & Requirements Gathering**
 - Conduct discovery sessions with key business and technical stakeholders to:
 - Understand current CIS and Oracle Financials processes
 - Identify business use cases for data extraction and transmission
 - Clarify integration objectives, constraints, and assumptions
 - Capture functional and technical integration requirements identified during discovery.
 - **Integration Mapping**
 - Perform high-level integration mapping between CIS and Oracle Financials, including:
 - Identification of data elements to be exchanged
 - Review of REST API integration considerations
 - Logical data flow and interaction points between systems
 - Document integration touchpoints at an architectural level (no build or configuration).
 - **Future Integration Scoping**
 - Define future integration scope considerations based on discovery findings, including:
 - Recommended integration approach(es)
 - Identification of potential interfaces and data exchanges
 - High-level assumptions and dependencies impacting future implementation

- **Business Requirements Document (BRD)**
- Advanced Utility Systems will provide a Business Requirements Document (BRD) that includes:
 - Business and technical requirements gathered during discovery
 - Document the results of the discovery, to include key findings, recommendations and identified pain points
- This is a pre-requisite to understand the scope and complexity of the configuration involved and will lead towards a SOW for the same.

Assumptions

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

- No configuration changes are to be made as part of this SOW.
- In the event additional hours are required to effectively complete this SOW, a request will be made for the number of hours needed

Price

The price for successfully completing this SOW is \$5,100.00 USD.

Payment Terms

This SOW will be invoiced monthly with the following milestones:

| Milestone Payment (MP) | Amount |
|--------------------------|-------------------|
| MP1: On Signature of SOW | \$5,100.00 |
| Total | \$5,100.00 |

Conditions

The following are the conditions for this SOW:

- Advanced will lead and perform the required activities to implement this SOW
- In the event the scope of work changes or new requests, a request for a Change Order will be required with an additional cost
- Client is responsible for testing any changes made under this SOW and promptly provide feedback or additional details required to Advanced
- If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of \$380
- Notice of cancellation of work under this SOW must be received in writing
- Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
- This task covers the development and configuration of CIS Infinity interfaces to existing Passaic Valley Water Commission's systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Passaic Valley Water Commission's CIS

needs. All development work completed by Advanced will be communicated, in advance, to Passaic Valley Water Commission's Project Manager so that Passaic Valley Water Commission's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Passaic Valley Water Commission if not in scope.

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of \$100 per weekday and \$200 per weekend day or holiday which will be billed to the Client. The meal per diem and mileage charges will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, and fuel) and will be required to submit receipts.

Escalation Process

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

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

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

Standard of Care/Warranty Disclaimer

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

Limitation of Liability

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

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

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

Notes

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

Governing Agreement

- Except as expressly set forth herein, this SOW is pursuant to the terms and conditions of the Software License, Implementation and Software Implementation Services Agreement mutually executed between the parties on December 18th, 2013 as amended.

Authorization

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

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Approve the "Procurement of Services from Advanced Utility Systems to Perform Tasks Necessary to the Implementation of New Financial Management System"
Advanced Utility Systems

Amount of Project or Contract: \$5,100.00

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

Date of Certification: April 22, 2026

Certified: \$5,100.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-086

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR FINAL RECONCILIATION FOR CONTRACT CLOSEOUT,
CHANGE ORDER NO. 1, 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: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, under Contract 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"), was awarded to Detwiler Roofing, LLC, of East Earl, Pennsylvania (the "Contractor") at PVWC's Commission Meeting dated September 25, 2024 (PVWC Resolution No. 24-107) in the amount of \$1,193,600.00, in accordance with the authorized scope of work; and

WHEREAS, Change Order No. 1, for final reconciliation of unused bid items for contract closeout as described in **Exhibit A**, decreases the Contract Price by \$239,332.82 (20.1% decrease), which reduces the total adjusted Contract Price to \$954,267.18.

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

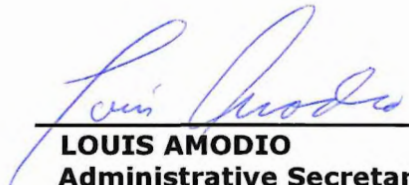


RUBY N. COTTON
Secretary

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

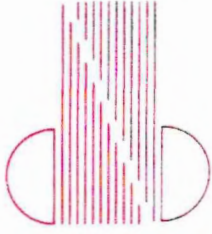
CERTIFICATION

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 April 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



BILOW GARRETT GROUP • ARCHITECTS AND PLANNERS, P.C.

161 MAIN STREET • RIDGEFIELD PARK, NJ 07660 • (201) 807-0407 • FAX (201) 807-0513

DAVID N. BILOW, A.I.A.
ANTHONY GARRETT, A.I.A., LEED AP

MATTHEW J. SPAGNOLO, A.I.A., LEED AP
MATTHEW E. BILOW, A.I.A.

MEMORANDUM

Date: April 8, 2026

To: Passaic Valley Water Commission (PVWC)

Attn: Ms. Julie Alesandrelli, P.E.

From: Mr. Matthew Spagnolo, A.I.A., LEED AP BD+C

Re: New Roofs and Miscellaneous Repairs for
Various Buildings at PVWC LFWTP
800 Union Boulevard
Totowa, New Jersey
PVWC Contract #24-B-02

As you are aware, the above-mentioned PVWC Contract #24-B-02 for the construction project providing new roofs, windows, and other miscellaneous repairs to various buildings on PVWC's LFWTP is in the process of closing out.

As the contractor, Detwiler Roofing, works towards finalizing and turning over the remaining close-out materials and completing punch list work, we have calculated the remaining unused allowances on the project. There are *Two Hundred Thirty-Nine Thousand Three Hundred Thirty-Two Dollars and Eighty-Two Cents (\$239,332.82)* in allowance funds remaining unused for this project. Detwiler Roofing has reviewed and has confirmed this amount. This portion of the allowances should be deducted from the original contract amount.

If you have any questions or require any additional information on this matter do not hesitate to contact our office.

Y:\WPDOCY:\WPDOCS\PVWC- Reroofing - 16123\Letters\Alesandrelli-PVWC-Roof Project-Allowances-4-8-26.docx

RESOLUTION # 26-087

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR PROJECT NO. 25-PT-02
ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR PILOTING PFAS
TREATMENT"**

DATE OF ADOPTION: APRIL 22, 2026

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, PVWC awarded Contract No. 25-PT-02 entitled "Professional Engineering Services for Piloting PFAS Treatment" (the "Project") to Cornwell Engineering Group, Inc. ("Cornwell") of Newport News, Virginia at PVWC's Commission Meeting on March 26, 2025 under Resolution No. 25-053 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$540,000.00; and

WHEREAS, PVWC issued Change Order No. 1 to fund the additional piloting efforts that most likely will be required by the NJDEP to test GAC media at additional Empty Bed Contact Times with an increase of \$270,000.00 which brought the total adjusted Contract Price up to \$810,000.00; and

WHEREAS, it is recommended that PVWC approves Change Order No. 2 to continue funding ongoing piloting efforts while the Commission reevaluates its options for a continued PFAS piloting program with an increase of \$60,000.00 which brings the total adjusted Contract Price up to \$870,000.00; and

WHEREAS, the Chief Engineer has determined costs associated with the ongoing services to be reasonable and has recommended additional costs related thereto be approved; and

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

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

1. That PVWC hereby authorizes Change Order No. 2 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. | <u>X</u> | — | — | — |
| DEPADUA, C. | — | — | — | <u>X</u> |
| FRIEND, G. | <u>X</u> | — | — | — |
| LEVINE, J. | <u>X</u> | — | — | — |
| SANCHEZ, R. | <u>X</u> | — | — | — |
| VAN RENSA LIER, R. | — | — | — | <u>X</u> |
| RIZZI, D. | <u>X</u> | — | — | — |

Adopted at a meeting of Passaic Valley Water Commission.

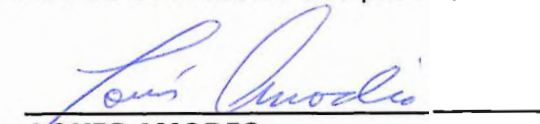

DEBORAH RIZZI
 President


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 April 22, 2026.


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: Project No.: 25-PT-02 – Change Order No. 2
“Professional Engineering Services for Piloting
PFAS Treatment”
Cornwell Engineering

Amount of Project or Contract:

Change Order No. 2 Increase of \$60,000.00
Change Order No. 2 Not to Exceed: \$870,000.00

1. Acct: # 001-0901-419-95-50
CAPITAL/PFAS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025/2026

Other comments: Change Order No. 2 – Increase of \$60,000.00
For a new Not to Exceed of \$870,000.00

Date of Certification: April 22, 2026 Amount Certified: \$870,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION: 26-88
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: APRIL 22, 2026

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

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

Seconded by Commissioner: **GERALD FRIEND**

WHEREAS, the Passaic Valley Water Commission ("PVWC") owns and operates two (2) separate, potable water systems located in the vicinity of the Township of West Milford (the "Township") commonly referred to as: (i) High Crest (PWSID No. NJ1615003) ("High Crest"), and (ii) Post Brook a/k/a Nosenzo Pond (PWSID No. NJ1615008) ("Post Brook") (collectively referred to as "water systems"); and

WHEREAS, on December 17, 2025, the Commissioners adopted Resolution: 25-193, authorized various action related to the sale of the water systems (the "Authorization Resolution"); and

WHEREAS, pursuant to PVWC General Bond Resolution dated May 27, 1992 (the "General Bond Resolution"), as amended and supplemented (the "Bond Resolution"), PVWC is authorized, by resolution, to sell any portion of its overall water system (the "System"), upon determining that such portion is not useful or necessary in the construction, reconstruction or operation of the System; and

WHEREAS, the officers of PVWC have determined that the water systems are neither useful nor necessary to the operation of PVWC's System; and

WHEREAS, as such, the officers of PVWC recommend a sale of the water systems to potential buyers who are qualified and capable of immediately operating and maintaining the water systems in full compliance with all applicable federal, state, and local laws and

regulations governing the provision of clean and safe drinking water, as selected pursuant to a Request for Proposal (authorized pursuant to the Authorization Resolution”) and confirmed by the Commission; and

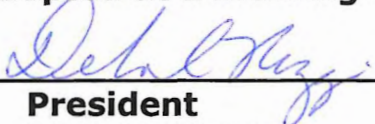
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Pursuant to Section 614 of the General Bond Resolution, the Commissioners hereby determine that the water systems are neither useful nor necessary to the operation of PVWC’s System and that said water systems may be sold.
2. That appropriate officials are authorized and directed to take such action, and to execute and deliver all documents necessary to enable PVWC to consummate the sale of the water systems, as contemplated by this Resolution and the Authorization Resolution, and as authorized by and subject to any conditions in the Bond Resolution.

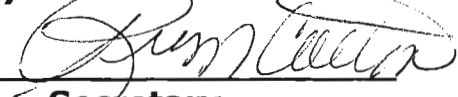
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
DEBORAH RIZZI

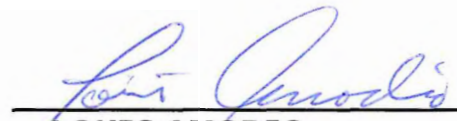


Secretary
RUBY COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on April 22, 2026.



LOUIS AMODIO
Administrative Secretary