



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #26-EXE-7

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: JULY 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:

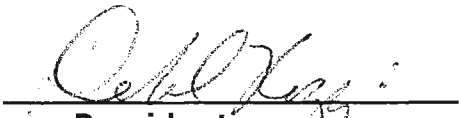
- 1. The public shall be excluded from discussion of the hereinafter specified Subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
- 2. It is anticipated at this time that the above-stated subject matters will be Ratified During public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

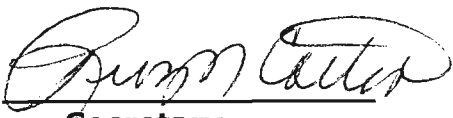
Second by COMMISSIONER: CARMEN DE PADUA Time: 10:40 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President
DEB RIZZI


Secretary
RUBY N. COTTON

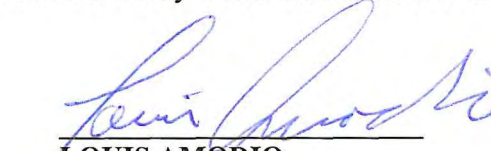


PASSAIC VALLEY WATER COMMISSION

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 JULY 22, 2026.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 26-108
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING GRANT OF EASEMENT TO PUBLIC SERVICE
ELECTRIC AND GAS COMPANY OVER PVWC PROPERTY IN TOTOWA, NEW
JERSEY**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Passaic Valley Water Commission ("PVWC") owns certain real property identified as Block 179, Lot 7 and Block 181, Lot 3 located in the Borough of Totowa, Passaic County, New Jersey; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") has requested a perpetual easement over a portion of said property for the installation, operation, maintenance, and access necessary for underground conduits, wires, manholes, and associated utility facilities; and

WHEREAS, the full terms, conditions, easement area, and metes and bounds description for the proposed easement are set forth in PSE&G's Grant of Easement document, which shall be attached to this Resolution and incorporated herein as **Exhibit A**; and

WHEREAS, PVWC and PSE&G have negotiated the terms of a Grant of Easement under which PSE&G will compensate PVWC in the amount of Twenty-Seven Thousand Seven Hundred Sixty-Eight Dollars (\$27,768.00) in exchange for the easement; and

WHEREAS, under the terms of the agreement, PSE&G will provide advance notice prior to entering the property for work, restore any damage caused during its activities, and assume responsibility for the operation and maintenance of its utility facilities; and

WHEREAS, PVWC will retain the right to use the surface area of the easement property provided such use does not interfere with utility operations, and the agreement includes standard mutual indemnification provisions.

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

1. PVWC hereby approves and authorizes the execution of PSE&G's Grant of Easement, attached hereto as **Exhibit A**; and
2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

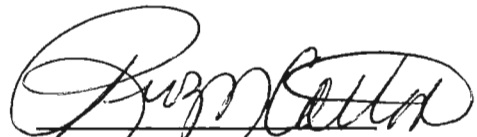
EXHIBIT A

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 July 22, 2026.

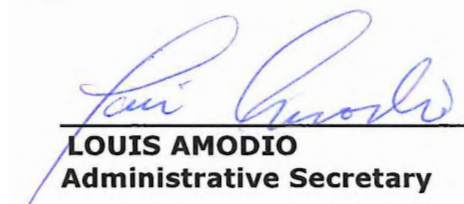

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RECORD AND RETURN TO:
Corporate Real Estate Transactions
PSEG Services Corp.
80 Park Plaza, T-13
Newark, NJ 07102

Prepared by: David Killion

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__, between the **PASSAIC VALLEY WATER COMMISSION**, a body politic and corporate of the State of New Jersey having an office at 1525 Main Avenue, Clifton, NJ 07011 ("**Grantor**"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having an office at 80 Park Plaza, Newark, T13, New Jersey 07102 ("**Grantee**");

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Borough of Totowa, County of Passaic and State of New Jersey commonly known as Block 179, Lot 7, and Block 181, Lot 3 (together, the "**Property**"); and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the construction, installation and maintenance of underground conduits, wires, manholes and associated appurtenances (the "**Facilities**") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

NOW, THEREFORE, in consideration of these promises and the sum of TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS (\$27,768.00), lawful United States currency paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. The recitals set forth in the preamble of this Indenture are hereby incorporated into this Indenture as if fully set forth herein.

2. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of constructing, installing and maintaining the Facilities at the Property, as well as for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using the Facilities and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area and other remaining lands of Grantor as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement is more particularly shown on a map entitled, "EASEMENT EXHIBIT," dated _____ and attached hereto and made a part hereof as **Exhibit A** (the "**Easement Area**"), and is more particularly described in a metes and bounds description which is also attached hereto and made a part hereof as **Exhibit B** (the "**Metes and Bounds Description**").

3. Grantee shall be responsible to protect all assets owned by Grantor at all times during construction. Grantee shall provide Grantor with not less than seventy-two (72) hours' prior written notice before conducting any activities within the Property. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient, use, maintenance or operation of said Facilities within the easement area.

4. Grantor shall have the right to use, occupy and enjoy the surface and air space above the easement area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable

to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the easement area. Grantor shall at all times provide access to Grantee.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

6. If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

7. Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

8. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee.

9. Grantor shall indemnify and hold harmless Grantee from and against any claim, demand, suit or action, and liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which Grantee incurs in the defense of any such claim, suit, action or similar demand made or filed by any third party against Grantee to the extent same arises out of or relates to past, present or future pollution or contamination of the environment at the Property caused by or through Grantor, including, without limitation, the presence, discharge or release or threatened discharge or release of hazardous materials in or to the environment caused by or through Grantor.

10. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have signed these presents the day and year first above written.

GRANTOR:
PASSAIC VALLEY WATER COMMISSION

By: _____
Name:
Title:

WITNESS/ATTEST

Name:
Title:

GRANTEE:
PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corporation, its Agent

By: _____
Name:
Title:

WITNESS/ATTEST

Name:
Title:

STATE OF)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is _____ of the PASSAIC VALLEY WATER COMMISSION, the municipal corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said municipal corporation, as the voluntary act and deed of said municipal corporation, being fully authorized to do so.

Notary

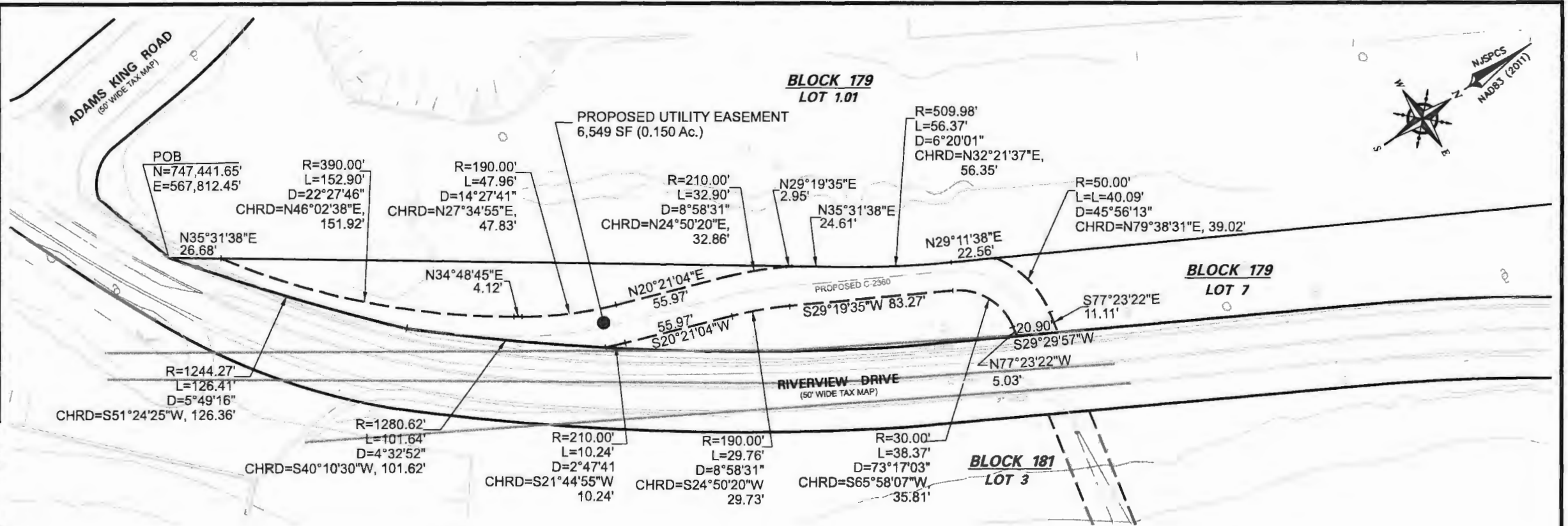
STATE OF NEW JERSEY)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is _____ of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named herein and which executed the foregoing instrument, and that he thereupon acknowledged that the said instrument was made by the corporation, was signed, sealed and delivered by him as such officer having full authority to do so, and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notary

EXHIBIT A

Illustrative Graphic - Easement Area

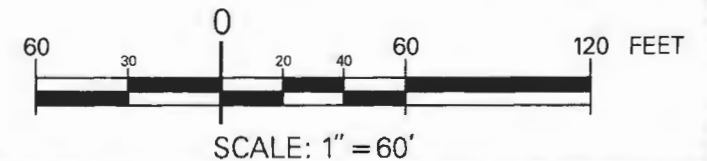


NOTES:

- HORIZONTAL DATUM = NJSPCS NAD83/2011 EPOCH 2010.0 (MYCS2)
VERTICAL DATUM = NAVD88/GEOD18
UNITS = U.S. SURVEY FEET
ESTABLISHED UTILIZING LEICA SMARTNET RTK SERVICES
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES, UNLESS OTHERWISE NOTED. GROUND DISTANCES MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999900876 CALCULATED AT THE FOLLOWING COORDINATE N:748,556.3600', E:566,790.9935', ELEV:221.00'
- ALL COORDINATES SHOWN ARE GRID.

REFERENCES:

- THE TAX MAP FOR THE BOROUGH OF TOTOWA, PASSAIC COUNTY, NEW JERSEY; SHEETS #28 & #29. THE TAX MAP FOR THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NEW JERSEY; SHEET #12.
- "EXISTING CONDITIONS PLAN OF VARIOUS ROADS SITUATED IN TOTOWAS BOROUGH, LITTLE FALLS TOWNSHIP, PASSAIC COUNTY, CEDAR GROVE TOWNSHIP, ESSEX COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, 755 MEMORIAL PKWY, SUITE 110, PHILLIPSBURG, NJ.* DATED MAY 12, 2025.



PSEG SERVICES CORPORATION
80 PARK PLAZA - NEWARK - NEW JERSEY - 07102-4194

I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW JERSEY AND I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION

Digitally signed by Michael Ragsdale
Date: 2026.05.26 10:41:34 -04'00'

MICHAEL D. RAGSDALE

N.J. PROFESSIONAL LAND SURVEYOR No. 24GS04332300
COA No. 24GA28078500

PSEG
Services Corporation
SURVEYS & MAPPING

CORPORATE HEADQUARTERS
80 Park Plaza T20
Newark, N.J. 07102-4194
Email: surveying@pseg.com

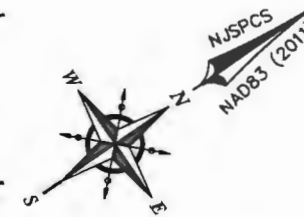
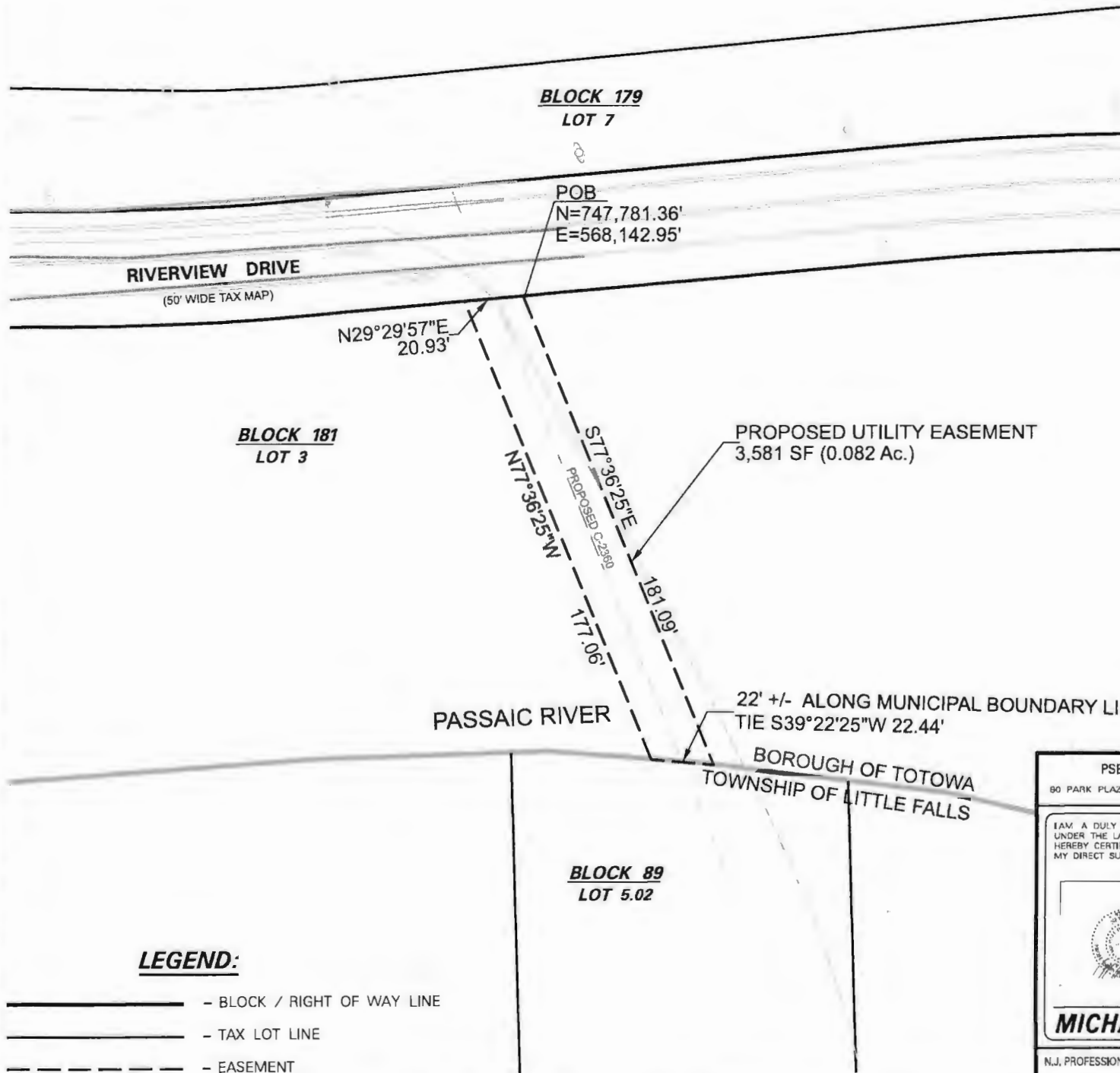
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BLOCK 179 LOT 7

BOROUGH OF TOTOWA PASSAIC COUNTY, N.J.

UTILITY EASEMENT EXHIBIT

DRAWN CML CHECKED MDR SCALE AS SHOWN
DATE 5/22/2026 EXAMINED BSG AUTH Proj-24092

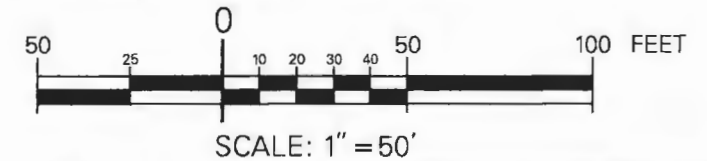


NOTES:

1. HORIZONTAL DATUM = NJSPCS NAD83/2011 EPOCH 2010.0 (MYCS2)
VERTICAL DATUM = NAVD88/GEOID18
UNITS = U.S. SURVEY FEET
ESTABLISHED UTILIZING LEICA SMARTNET RTK SERVICES
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BY THE COMBINED SCALE FACTOR OF 0.999900876 CALCULATED AT
THE FOLLOWING COORDINATE N:748,556.3600', E:566,790.9935', ELEV:221.00'
3. ALL COORDINATES SHOWN ARE GRID.

REFERENCES:

1. THE TAX MAP FOR THE BOROUGH OF TOTOWA, PASSAIC COUNTY, NEW JERSEY; SHEETS #28 & #29. THE TAX MAP FOR THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NEW JERSEY; SHEET #12.
2. "EXISTING CONDITIONS PLAN OF VARIOUS ROADS SITUATED IN TOTOWAS BOROUGH, LITTLE FALLS TOWNSHIP, PASSAIC COUNTY, CEDAR GROVE TOWNSHIP, ESSEX COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, 755 MEMORIAL PKWY, SUITE 110, PHILLIPSBURG, NJ.* DATED MAY 12, 2025.



LEGEND:

- BLOCK / RIGHT OF WAY LINE
- TAX LOT LINE
- - - EASEMENT

PSEG SERVICES CORPORATION
80 PARK PLAZA - NEWARK - NEW JERSEY - 07102-4194

I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW JERSEY AND I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION

Digitally signed by Michael Ragsdale
Date: 2026.05.26 10:38:38 -04'00'

MICHAEL D. RAGSDALE

N.J. PROFESSIONAL LAND SURVEYOR No. 24GS04332300
COA No. 24GA28078500

PSEG
Services Corporation
SURVEYS & MAPPING

CORPORATE HEADQUARTERS
80 Park Plaza T20
Newark, N.J. 07102-4194
Email: surveying@pseg.com

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**BLOCK 181
LOT 3**

BOROUGH OF TOTOWA PASSAIC COUNTY, N.J.

EASEMENT EXHIBIT

DRAWN — CML — CHECKED — MDR — SCALE — AS SHOWN —
DATE — 5/22/2026 — EXAMINED — BSG — AUTH — Proj-24092 —

EXHIBIT B

Metes and Bounds Description - Easement Area

**METES AND BOUNDS DESCRIPTION
PROPOSED UTILITY EASEMENT
BLOCK 179, TAX LOT 7
BOROUGH OF TOTOWA
PASSAIC COUNTY, NEW JERSEY**

BEGINNING at the point of intersection of the northwesterly sideline of Riverview Drive (50-foot Wide Right-of-Way per Tax Map) with the dividing line between lands of the Passaic Valley Water Commission ("PVWC"; Tax Lot 7, Block 179, a portion of which to be described herein) and lands of Adams Drive LLC (Tax Lot 1.01, Block 179); furthermore said beginning point having New Jersey State Plane Coordinate System Grid Values [NAD 1983 (2011)] of North: 747,441.65 feet; East: 567,812.45 feet, running thence along the ground in the NAD 1983 (2011) N.J.S.P.C.S. bearing base the following twenty-one (21) courses:

1. Along said dividing line, North 35°31'38" East, a distance of 26.68 feet to a point in line of the same; thence
2. Departing said dividing line through and across said lands of PVWC along a non-tangent curve to the left having a radius of 390.00 feet, an arc length of 152.90 feet, turning a central angle of 22°27'46", the chord of which bears North 27°34'55" East, a chord distance of 151.52 to a point of tangency; thence
3. North 34°48'45" East, a distance of 4.12 feet to a point of curvature; thence
4. Along a curve to the left having a radius of 190.00 feet, an arc length of 47.96 feet, turning a central angle of 14°27'41", the chord of which bears North 24°50'20" East, a chord distance of 47.83 feet to a point of tangency; thence
5. North 20°21'04" East, a distance of 55.97 feet to a point of curvature; thence
6. Along a curve to the right having a radius of 210.00 feet, an arc length of 32.90 feet, turning a central angle of 8°58'31", the chord of which bears North 24°50'20" East, a chord distance of 32.86 feet to a point of tangency; thence
7. North 29°19'35" East, a distance of 2.95 feet to the intersection of the same with the aforementioned dividing line between lands of PVWC and lands of Adams Drive LLC; thence
8. Along said dividing line, North 35°31'38" East, a distance of 24.61 feet to a point of curvature in line of the same; thence
9. Along the same on a curve to the left having a radius of 509.98 feet, an arc length of 56.37 feet, turning a central angle of 6°20'01", the chord of which bears North 32°21'37" East, a chord distance of 56.35 feet to a point of tangency in line of the same; thence
10. Along the same, North 29°11'38" East, a distance of 22.56 feet to a point in line of the same; thence
11. Departing said dividing line on a non-tangent curve to the right having a radius of 50.00 feet, an arc length of 40.09 feet, turning a central angle of 45°56'13", the chord of which bears North 79°38'31" East, a chord distance of 39.02 feet to a point of tangency; thence
12. South 77°23'22" East, a distance of 11.11 feet to the intersection of the same with the aforementioned line of Riverview Drive; thence
13. Along said line of Riverview Drive, South 29°29'57" West, a distance of 20.90 feet to a point in line of the same; thence

- 14. Departing said line of Riverview Drive, North 77°23'22" West, a distance of 5.03 feet to a point of curvature; thence
- 15. Along a curve to the left having a radius of 30.00 feet, an arc length of 38.37 feet, turning a central angle of 73°17'03", the chord of which bears South 65°58'07" West, a chord distance of 35.81 feet to a point of tangency; thence
- 16. South 29°19'35" West, a distance of 83.27 feet to a point of curvature; thence
- 17. Along a curve to the left having a radius of 190.00 feet, an arc length of 29.76 feet, turning a central angle of 8°58'31", the chord of which bears South 24°50'20" West, a chord distance of 29.73 feet to a point of tangency; thence
- 18. South 20°21'04" West, a distance of 55.97 feet to a point of curvature; thence
- 19. Along a curve to the right having a radius of 210.00 feet, an arc length of 10.24 feet, turning a central angle of 2°47'41", the chord of which bears South 21°44'55" West, a chord distance of 10.24 feet to the intersection of the same with the aforementioned line of Riverview Drive; thence
- 20. Along said line of Riverview Drive, non-tangent to the previous course, on a curve to the right having a radius of 1,280.62 feet, an arc length of 101.64 feet, turning a central angle of 4°32'52", the chord of which bears South 40°10'30" West, a chord distance of 101.62 feet to a point of compound curvature in line of the same; thence
- 21. Along the same on a curve to the right having a radius of 1,244.27 feet, an arc length of 126.41 feet, turning a central angle of 5°49'16", the chord of which bears South 51°24'25" West, a chord distance of 126.36 feet to the point and place of **BEGINNING**.

The above-described Utility Easement contains 6,549 Square Feet of Land or 0.150 Acre, more or less.
Subject to covenants, easements, restrictions and any matters of record.

This description is prepared in accordance with a map entitled "Utility Easement Exhibit, Block 179, Lot 7, Borough of Totowa, Passaic County, N.J.", prepared by PSEG Services Corporation, Surveys & Mapping, 80 Park Plaza, T6B, Newark, N.J. 07102, dated May 22, 2026.



Digitally signed
by Michael
Ragsdale
Date: 2026.05.26
10:44:40 -04'00'

Michael D. Ragsdale, P.L.S.
NJ Professional Land Surveyor
No. 24GS04332300

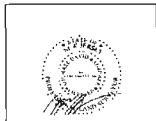
**METES AND BOUNDS DESCRIPTION
PROPOSED 20' WIDE UTILITY EASEMENT
BLOCK 181, TAX LOT 3
BOROUGH OF TOTOWA
PASSAIC COUNTY, NEW JERSEY**

BEGINNING at the point of intersection of the southeasterly sideline of Riverview Drive (50-foot Wide Right-of-Way per Tax Map) with the northerly line of Proposed 20-foot Wide Utility Easement (as about to be described herein) through and across lands now or formerly of the Passaic Valley Water Commission ("PVWC"; Tax Lot 3, Block 181); furthermore said beginning point having New Jersey State Plane Coordinate System Grid Values [NAD 1983 (2011)] of North: 747,781.36 feet; East: 568,142.95 feet, running thence along the ground in the NAD 1983 (2011) N.J.S.P.C.S. bearing base the following four (4) courses:

- 1. Departing said line of Riverview Drive through and across said lands of PVWC, South 77°36'25" East, a distance of 181.09 feet, more or less, to the intersection of the same with the municipal boundary between the Borough of Totowa and the Township of Little Falls; thence
- 2. Along said municipal boundary, South 39°22'25" West, a distance of 22.44 feet, more or less; thence
- 3. Departing said municipal boundary, North 77°36'25" West, a distance of 177.06 feet, more or less, to the intersection of the same with the aforementioned line of Riverview Drive; thence
- 4. Along said line of Riverview Drive, North 29°29'57" East, a distance of 20.93 feet to the point and place of **BEGINNING**.

The above-described Utility Easement contains 3,581 Square Feet of Land or 0.082 Acre, more or less.
Subject to covenants, easements, restrictions and any matters of record.

This description is prepared in accordance with a map entitled "Easement Exhibit, Block 181, Lot 3, Borough of Totowa, Passaic County, N.J.", prepared by PSEG Services Corporation, Surveys & Mapping, 80 Park Plaza, T6B, Newark, N.J. 07102, dated May 22, 2026.



Digitally signed by
Michael Ragsdale
Date: 2026.05.26
10:45:24 -04'00'

Michael D. Ragsdale, P.L.S.
NJ Professional Land Surveyor
No. 24GS04332300

**RESOLUTION # 26-109
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING LEASE AGREEMENT WITH PUBLIC SERVICE
ELECTRIC AND GAS COMPANY FOR TEMPORARY CONSTRUCTION LAYDOWN
AREA AT PVWC PROPERTY, TOTOWA, NEW JERSEY**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Passaic Valley Water Commission ("PVWC") is the owner of property located at South Riverview Drive, Totowa, New Jersey, identified as Block 179, Lot 7; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") has requested permission to lease an approximately 1,088-square-foot portion of said property for use as a temporary construction laydown area; and

WHEREAS, the terms and conditions of the proposed lease are set forth in **Exhibit A**, being the Lease Agreement submitted by PSE&G, including all exhibits referenced within that document; and

WHEREAS, the Lease Agreement provides for a one-year term beginning August 1, 2026 and ending July 31, 2027, with two optional three-month extensions upon written notice; and

WHEREAS, PSE&G shall pay PVWC monthly rent in the amount of \$1,306.00, shall obtain all permits required for its activities, shall protect PVWC facilities during construction activities, and shall provide liability insurance naming PVWC as an additional insured; and

WHEREAS, PSE&G shall assume responsibility for all risks, liabilities, and claims arising from its use and occupancy of the leased area and shall indemnify and hold harmless PVWC except in cases of PVWC's own negligence or willful misconduct; and

WHEREAS, PVWC makes no representations regarding the condition of the premises and assumes no responsibility for any regulatory compliance associated with PSE&G's temporary use.

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

1. PVWC hereby approves the Lease Agreement with PSE&G, attached hereto as **Exhibit A**; and
2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

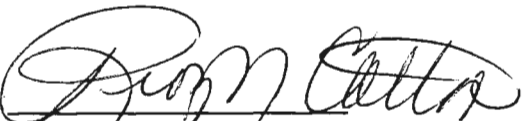
EXHIBIT A

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 July 22, 2026.

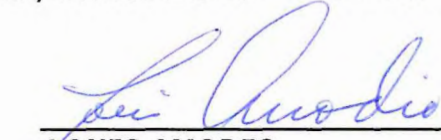

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made this ____ day of _____, 2026, between the Passaic Valley Water Commission, a body politic and corporate of the State of New Jersey, located at 1525 Main Avenue, Clifton, NJ 07011 ("Lessor") and Public Service Electric and Gas Company, a New Jersey corporation, having its principal office at 80 Park Plaza, Newark, New Jersey 07102 ("Lessee"). Lessor and Lessee are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Lessor is the owner of certain real property located at S Riverview Drive, also known as Block 179, Lot 7, in the Borough of Totowa, Passaic County, New Jersey (the "Property"); and

WHEREAS, Lessee desires to lease an area of the Property consisting of approximately One Thousand Eighty Eight (1,088) square feet, which is further depicted on Exhibit A attached hereto (the "Leased Premises") for purposes of a temporary construction laydown area (the "Permitted Use"); and

WHEREAS, Lessor agrees to allow Lessee to occupy the Leased Premises for the Permitted Use in accordance with the terms provided herein.

NOW, THEREFORE, in consideration of the above recitals and the covenants and conditions contained herein, which the Parties acknowledge constitutes good and valuable consideration, the Parties agree as follows:

1. Term. Lessor hereby grants to Lessee the right to use and occupy the Leased Premises for the Permitted Use for a period of twelve (12) months, beginning on August 1, 2026 and ending on July 31, 2027 (the "Term"). Lessee shall have the right to extend the Term for Two (2) additional periods of Three (3) months each by providing written notice to Lessor at least Thirty (30) days prior to the expiration of the initial or renewal Term, subject to the same terms and conditions as the initial Term.

2. Rent. Lessee shall pay to Lessor monthly rent in the amount of ONE THOUSAND THREE HUNDRED SIX and 00/100 Dollars (\$1,306.00), due and payable in advance on the first day of each month during the Term ("Rent").

3. Indemnification. Lessee, for itself, its agents, contractors, employees, successors or assigns, agrees to assume all risks of and liability for and to defend, indemnify, protect and hold harmless and hereby releases Lessor, its successors and assigns, and each of its members, managers, officers, agents, servants, employees, contractors and subcontractors, (each an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all liability, losses, injuries, deaths, claims, demands, actions, suits, judgments, damages, including damage or injury to real or personal property, including threatened or actual environmental harm, costs, expenses (including reasonable attorneys' fees), civil penalties and fines which, in any way, arise out of or are based on, related to or connected with the Lessee's use and occupancy of the Leased Premises or any violation of any applicable codes, regulations, statutes, ordinances, orders, directives or standards by Lessee or any agent, officer, servant, employee, lessee, invitee, contractor, successor, assignee or agent of Lessee, except if caused by the negligent act or omission or willful misconduct of an Indemnified Party. Lessee does release, indemnify and hold harmless the Indemnified Parties from any and all liability and potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Sec. 9601, et seq., the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq., or similar theories of liability which may arise as a result of Lessee's use and occupancy of the Leased Premises. If any damage to any facility of Lessor results from or in any way arises out of Lessee's use and occupancy of the Leased Premises, it shall be repaired promptly by Lessee at its sole cost and expense.

4. Permitted Use; No Lessor Representations. Lessee shall utilize the Leased Premises exclusively for the Permitted Use. Lessor assumes no responsibility or liability in connection with any law, ordinance, rule or regulation of any public or governmental body that may limit, affect, regulate or prohibit the use of the Leased Premises for the Permitted Use. Lessor makes no representations or warranties concerning the condition of the Leased Premises. Lessor shall have no responsibility or liability for any claims, injuries or delays that may arise from any chemical or environmental hazards at or near the Leased Premises. Lessee agrees that it shall obtain at its sole cost and expense any zoning permits or certificate of continued occupancy, if required. Lessee shall

be responsible to protect all assets owned by Lessor at all times during construction. Lessee shall provide Lessor with not less than seventy-two (72) hours' prior written notice before conducting any activities within the Property.

5. No Approval of Plans. Lessee agrees that any review of Lessee's plans or specifications, comments thereon, or monitoring of Lessee's work shall not constitute or be construed as an approval of such plans or representation or warranty on the part of Lessor as to the adequacy or propriety of such plans or specifications or the methods of work, nor shall Lessor be deemed to have assumed any liability to Lessee or to any third party by reason of such review.

6. Insurance. Lessor shall, at its expense, maintain Fire-Extended Hazard All-Risk Casualty Insurance for the Property, Lessor may self-insure. Lessee shall, at its sole cost and expense, maintain Comprehensive General Liability Insurance for the Leased Premises and Lessee's use thereof in amounts shown on Lessee's Certificate of Self-Insurance attached hereto as Exhibit B. Lessor shall be named as an Additional Insured on such Certificate.

7. Lessee Breach. If Lessee shall fail to keep and perform any of the covenants by it to be kept and performed, then and in any such event, Lessor shall be entitled to exercise all rights and remedies available to it in law or equity and, at Lessor's reasonable discretion, Lessor may declare that Lessee's rights to possession of the Leased Premises are terminated upon providing thirty (30) days' prior written notice to Lessee, but such termination shall not release Lessee from any damages arising from such failure.

8. Notices. All notices required under this Agreement shall be in writing and shall be transmitted by Certified Mail/Return Receipt Requested or by recognized overnight delivery carrier to each Party at its address first written above. Additionally, as to any notice to Lessee, a copy shall be emailed to pseg-leaseadmininvoices@pseg.com.

9. Assignment; Successors. Lessee shall not sublet, assign or transfer this Agreement, or any of its rights hereunder, to anyone without the written consent of Lessor, such consent to be given at Lessor's sole discretion. Any assignment or subletting without Lessor's prior written consent shall be void. For purposes of this provision, an assignment shall not include a change in control of Lessee, a sale of all or substantially all of its assets, a merger, and/or an assignment by operation of law. This Agreement shall be binding on all successors of the Parties.

10. Severability. If any provision of this Agreement is held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable because it violates or is in conflict with any statute, regulation, rule, order, decree or public policy of any governmental authority, court, agency or exchange, or for any other reason, such invalidity shall not be deemed to affect any other provision hereof or the validity, operability or enforceability of the remainder of this Agreement, and this Agreement shall be reformed and construed as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

11. Governing Law; No Recordation. This Agreement shall be construed in accordance with the laws of the State of New Jersey, and any disputes arising in connection with this Agreement shall be submitted to a court of competent jurisdiction within Essex County, New Jersey. This Agreement shall not be recorded in the public records.

12. Entire Agreement. It is understood and agreed by the Parties hereto that this Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and that any additions, variations or modifications to this Agreement shall be void and ineffective unless in writing signed by the Parties.

13. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties agree that this Agreement may be transmitted between them by electronic mail, and intend that electronic signatures (such as, without limitation, DocuSign signature or scanned signatures in .pdf format) constitute original signatures, and that a copy of this Agreement containing the signatures (original or scanned) of all the Parties is binding on the Parties.

14. Authority to Sign. The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the respective Party for which they sign.

(signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first aforesaid.

LESSOR:

PASSAIC VALLEY WATER COMMISSION

By: _____

Name:

Title:

Date: _____, 202_

LESSEE:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY
By: PSEG Services Corporation, its Agent

By: _____

Name:

Title:

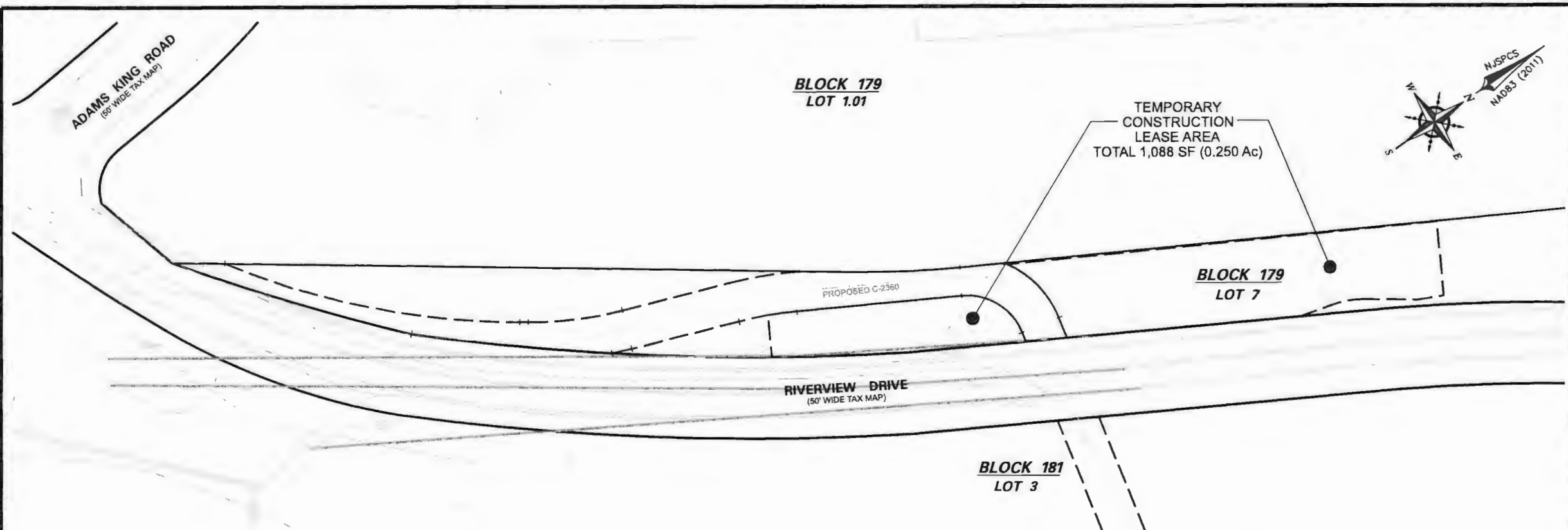
Date: _____, 202_

By: _____

EXHIBIT A

Leased Premises

G:\Projects\Electric\Transmission\Prj-24092 B-3855 New 230kV Cedar Grove-Jackson Rd\Plan\B-3855 New 230kV Cedar Grove-Jackson Rd\Plan\TEMP BL-179 L-7.dgn



NOTES:

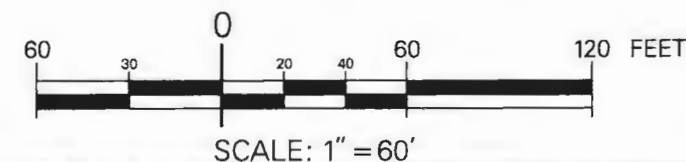
1. HORIZONTAL DATUM=NJSPCS NAD83/2011 EPOCH 2010.0 (MYCS2)
VERTICAL DATUM = NAVD88/GEOD18
UNITS = U.S. SURVEY FEET
ESTABLISHED UTILIZING LEICA SMARTNET RTK SERVICES
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES, UNLESS OTHERWISE NOTED. GROUND DISTANCES MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999900876 CALCULATED AT THE FOLLOWING COORDINATE N:748,556.3600', E:566,790.9935', ELEV:221.00'
3. ALL COORDINATES SHOWN ARE GRID.

REFERENCES:

1. THE TAX MAP FOR THE BOROUGH OF TOTOWA, PASSAIC COUNTY, NEW JERSEY; SHEETS #28 & #29. THE TAX MAP FOR THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NEW JERSEY; SHEET #12.
2. "EXISTING CONDITIONS PLAN OF VARIOUS ROADS SITUATED IN TOTOWAS BOROUGH, LITTLE FALLS TOWNSHIP, PASSAIC COUNTY, CEDAR GROVE TOWNSHIP, ESSEX COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, 755 MEMORIAL PKWY, SUITE 110, PHILLIPSBURG, NJ.* DATED MAY 12, 2025.

LEGEND:

- BLOCK / RIGHT OF WAY LINE
- TAX LOT LINE
- - - EASEMENT
- - - PROPOSED TEMPORARY CONSTRUCTION LEASE AREA



PSEG SERVICES CORPORATION
80 PARK PLAZA -- NEWARK -- NEW JERSEY -- 07102-4194

I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW JERSEY AND I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION



Digitally signed by Michael Ragsdale
Date: 2026.05.26 10:40:38 -04'00'

MICHAEL D. RAGSDALE

N.J. PROFESSIONAL LAND SURVEYOR No 24GS04332300
COA No. 24GA28078500

PSEG
Services Corporation
SURVEYS & MAPPING

CORPORATE HEADQUARTERS
80 Park Plaza T20
Newark, N.J. 07102-4194
Email : surveying@pseg.com

Copyright © Public Service Enterprise Group 2026

**BLOCK 179
LOT 7**

BOROUGH OF TOTOWA PASSAIC COUNTY, N.J.

**TEMPORARY CONSTRUCTION
LEASE AREA EXHIBIT**

DRAWN CML CHECKED MDR SCALE AS SHOWN
DATE 5/22/2026 EXAMINED BSG AUTH Proj-24092

EXHIBIT B

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



CERTIFICATE OF INSURANCE ISSUED TO:

Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

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

RE:
Temporary Construction Lease Area

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

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

Nicole Gagliardotto

March 19, 2026

AUTHORIZED SIGNATURE

DATE

RESOLUTION NO. 26-147

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-B-12 ENTITLED
"NORTH ARLINGTON BEECH STREET WATER MAIN
REPLACEMENT"**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, on June 25, 2026, nine (9) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-B-12 entitled "North Arlington Beech Street Water Main Replacement"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Pacific Construction, LLC, of Passaic, New Jersey (the "Awardee") with respect to said bid, in the amount of \$8,702,055.00 for a period of four (400) hundred days; 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-

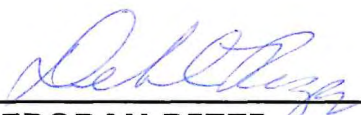
20.7, and in accordance with said Response, as set forth hereinabove; and

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

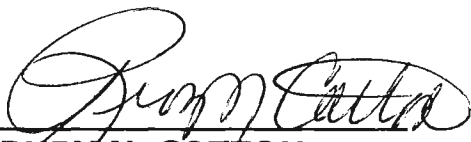
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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 RENSALIER, R.	<u>X</u>	___	___	___
RIZZI, D.	<u>X</u>	___	___	___

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

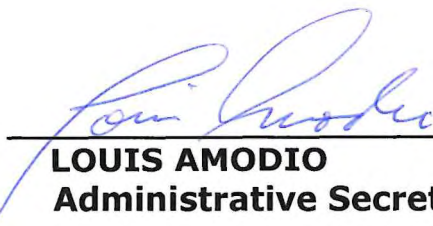


RUBY N. COTTON
Secretary

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 July 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: NORTH ARLINGTON BEECH STREET WATER MAIN REPLACEMENT

Contract # 26-B-12

Bid Tabulation Evaluation

Bid Opening Date: JUNE 25, 2026 AT 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Pacific Construction, LLC 350 Montgomery Street Passaic, NJ 07055	Certified Check	\$8,702,055.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		X Other Consent of Surety
	X Not to Exceed \$20K		X Public Works Cont. Cert.
Underground Utilities 711 Commerce Road Linden, NJ 07036	Certified Check	\$9,285,741.00	X EEO
	Cashier's Check		X Business Registration Cert.
	X Bid Bond 10%		X PVWC Consent of Surety
	X Not to Exceed 20K		X Other Consent of Surety
Reivax Contracting Group 165 River Road Flemington, NJ 08822	Certified Check	\$9,352,840.00	X Public Works Cont. Cert.
	Cashier's Check		X EEO
	X Bid Bond 10%		X Business Registration Cert.
	X Not to Exceed \$20K		X PVWC Consent of Surety
Montana Construction Corp., Inc. 80 Contant Avenue Lodi, NJ 07644	Certified Check	\$9,610,600.00	X Other Consent of Surety
	Cashier's Check		X Public Works Cont. Cert.
	X Bid Bond 10%		X EEO
	X Not to Exceed 20K		X Business Registration Cert.
Shauger Property Services 429 Dodd Street. East Orange, NJ 07017	Certified Check	\$9,908,610.75	X PVWC Consent of Surety
	Cashier's Check		X Other Consent of Surety
	X Bid Bond 10%		X Public Works Cont. Cert.
	X Not to Exceed \$20K		X EEO
William J. Guarini Inc. 430 Danforth Avenue Jersey City, NJ 07305	Certified Check	\$10,792,631.00	X Business Registration Cert.
	Cashier's Check		X PVWC Consent of Surety
	X Bid Bond 10%		X Other Consent of Surety
	X Not to Exceed 20K		X Public Works Cont. Cert.
MSP Construction Corp 19-B Minneakoning Road Flemington, NJ 08822	Certified Check	\$11,047,665.00	X EEO
	Cashier's Check		X Business Registration Cert.
	X Bid Bond 10%		X PVWC Consent of Surety
	X Not to Exceed 20K		X Other Consent of Surety

Title: NORTH ARLINGTON BEECH STREET WATER MAIN REPLACEMENT

Contract # 26-B-12

Bid Tabulation Evaluation

Bid Opening Date: JUNE 25, 2026 AT 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Persistant Construction 58 Industrial Avenue Fairview, NJ 07022	☐ Certified Check	\$12,729,000.00	☒ Business Registration Cert.
	☐ Cashier's Check		☒ PVWC Consent of Surety
	☒ Bid Bond		☐ Other Consent of Surety
	☒ Not to Exceed		☒ Public Works Cont. Cert.
Miller Pipeline, LLC 8850 Crawfordsville Road Indianapolis, IN 46234	☐ Certified Check	\$14,642,174.80	☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☒ Bid Bond		☐ Other Consent of Surety
	☒ Not to Exceed		☐ Public Works Cont. Cert.
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ Certified Check		☐ Business Registration Cert.
	☐ Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.

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:

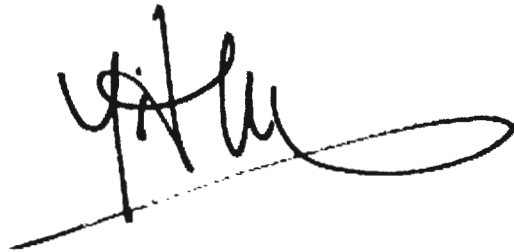
Description of Project or Contract: Contract No.: 26-B-12
"North Arlington Beech Street Water Main Replacement"
Pacific Construction LLC

Amount of Project or Contract: \$8,702,055.00

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

Date of Certification: June 22, 2026

Certified: \$8,702,055.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-148

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AWARDING PROJECT 26-PA-11 ENTITLED
"PROFESSIONAL SERVICES FOR FINANCIAL LIQUIDITY ANALYSIS"**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 26-PA-11, "Professional Services for Financial Liquidity Analysis" (hereinafter the "Project"); and

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

WHEREAS, the firm of Three Plus One., of Pittsford, New York (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$30,000.00 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 for the following activities: 1) Conduct in-depth analyses of cash flow trends, reserves, and liquidity benchmarks; 2) Identify opportunities for improved interest earnings and reduced banking fees; 3) Evaluate and enhance internal controls and investment policy compliance; 4) Develop data-driven strategies to strengthen financial positioning and risk management; 5) Increase transparency and accountability across all banking and investment relationships; and

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	_____	_____	_____
DEPADUA, C.	<u>X</u>	_____	_____	_____
FRIEND, G.	<u>X</u>	_____	_____	_____
LEVINE, J.	<u>X</u>	_____	_____	_____
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

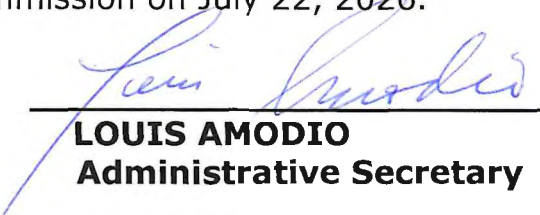


RUBY N. COTTON
Secretary

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 July 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

three+one
and
Passaic Valley Water Commission



I. Professional Services Agreement:

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

II. Scope of Services:

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

A. Initial and ongoing cashVest liquidity analysis will:

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

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

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



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

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

III. Privacy/Confidentiality

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

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

IV. Severability:

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



V. Financial Arrangements

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

VI. Billing Installments

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

☐ - Quarterly ☐ - Annually

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

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

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

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

First & last name (please print): _____

email address (please print): _____

Signatures:

_____	_____
three+one	Date
_____	_____
Passaic Valley Water Commission	Date

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:	Project 26-PA-11 “Professional Services for Financial Liquidity Analysis” Three+One Company, Inc.
-------------------------------------	--

Project No. 26-PA-11
Not to Exceed \$30,000.00

1. Acct: # 001-0501-415-72-24
BUDGET – PURCHASES – SERVICES/FINANCIAL
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2026/2027

Other comments: Professional Services – One Year

Date of Certification: July 22, 2026 Certified: \$30,000.00

W. H. L.

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:1b

**RESOLUTION # 26-149
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AWARDED PROJECT 26-PE-07 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR IMPLEMENTING A WATER MAIN
REPLACEMENT PROGRAM AND ASSISTING COMMISSION WITH OBTAINING
I-BANK FUNDING FOR CAPITAL PROJECTS"**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Award Project No. 26-PE-07, "Professional Engineering Services for Implementing a Water Main Replacement Program and Assisting Commission with Obtaining I-Bank Funding for Capital Projects" (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 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 \$520,000.00 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 continue providing support for Meter Replacement Contract and develop bidding documents for 2026/ 2027 and respective SRF Funding; and provide condition assessment support, as needed; and continued design support services for water main replacement in Beech Street Area, North Arlington; and Survey and Design support for on-call water main construction contracts, as needed.; and Assist PVWC with Obtaining I-Bank Funding for Capital Projects; and Assist PVWC with bond certification support; and Assist in developing Lodi system valuation; and performing a Rate study evaluation and service line replacement insurance; 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 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>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
FRIEND, G.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SANCHEZ, R.	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
VAN RENSALIER, R.	<u>X</u>	<u> </u>	<u> </u>	<u> </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 July 22, 2026.

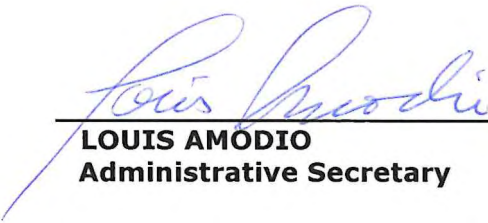

LOUIS AMODIO
Administrative Secretary

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:

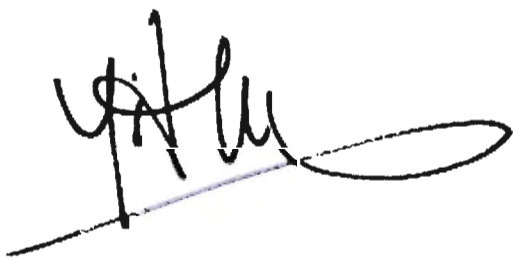
Description of Project or Contract:	Project 26-PE-07 “Professional Engineering Services for Implementing a Water Main Replacement Program and Assisting Commission with Obtaining I-Bank Funding for Capital Projects” Suburban Consulting Engineers
-------------------------------------	---

Project No. 26-PE-07
Not to Exceed \$520,000.00

- 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 – Through December 17, 2027

Date of Certification: July 22, 2026 Certified: \$520,000.00



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-150

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**2-YEAR EXTENSION OF CONTRACT NO. 24-B-21
"CHEMICAL TANK NEUTRALIZATION AND CLEANING"**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, under Contract 24-B-21 "Chemical Tank Neutralization and Cleaning" (the "Contract"), ACV Environmental Services, Inc. of Avenel, New Jersey (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing September 16, 2024 (Resolution 24-086); and

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

WHEREAS, pursuant to the LPCL, extensions to existing contracts provide for up to two (2) additional years for contracts which are two (2) years or less, (for a total contract duration not to exceed four (4) years), with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, the currently active Contract, otherwise scheduled to end on or about September 16, 2026, includes a provision whereby PVWC may elect to allow said Contract to expire at the end of the time stipulated, or to extend the contract time by annual or semi-annual periods, for a total contract duration not to exceed the maximum allowable set forth hereinabove; and

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

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 2-year period of time beginning September 16, 2026, and ending on September 16, 2028. Attached hereto as **Exhibit A** is the memorandum of the Chief Operating Officer detailing the benefits of extending this contract; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 2-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change in the total contract amount of \$530,362.50; and

WHEREAS, a copy of the Vendor's correspondence (dated July 15, 2026) agreeing to a 2-year extension of the Contract with an increase of 2.5% (under the terms and conditions of the Contract Documents which permits a CPI increase), 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 said certificate is included herewith and made a part hereof as **Exhibit C**;

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 2-year extension to Contract 24-B-21 "Chemical Tank Neutralization and Cleaning" to ACV Environmental Services, Inc. of Avenel, New Jersey commencing September 16, 2026, and expiring on September 16, 2028; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$530,362.50.
2. That the terms of this 2-year extension to the Contract are embodied in this Resolution which is incorporated herein as the amendment to the Contract.
3. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in accordance with this Resolution and the submissions provided in connection herewith, and the Secretary of PVWC to attest to this Contract extension and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
4. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	_____	_____	_____
DEPADUA, C.	<u>X</u>	_____	_____	_____
FRIEND, G.	<u>X</u>	_____	_____	_____
LEVINE, J.	<u>X</u>	_____	_____	_____
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 July 22, 2026.


LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



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: 7/14/2026
Subject: Extension of Tank Neutralization and Cleaning Contract 24-B-21 to Meet DPCC 5-Year Inspection Requirements

I am requesting approval to extend the existing tank neutralization and cleaning contract 24-B-21 for Republic Services. This will ensure continued compliance with the New Jersey Department of Environmental Protection (NJDEP) Discharge Prevention, Containment, and Countermeasure (DPCC) regulatory requirements.

DPCC regulations mandate that all chemical storage tanks undergo internal inspection at five-year intervals. Several tanks covered under our current program are approaching their required inspection deadlines. Extending the contract with our approved service provider will allow us to complete all necessary neutralization, cleaning, and inspection activities without interruption to operations and without risking non-compliance penalties.

The extension will:

- Ensure all chemical tanks meet DPCC’s mandated 5-year internal inspection cycle
- Maintain regulatory compliance and avoid potential enforcement actions
- Provide continuity of service with a qualified contractor already familiar with our facility and tank systems
- Support safe operational practices and proper waste handling

Please review and approve the continuation of services so the contractor can be scheduled promptly and all required inspections can be completed within the regulatory timeline.

Michael Marotta

Chief Operating Officer

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Bresemann, Lisa

From: Layfield, Gordon <CLayfield@republicservices.com>
Sent: Wednesday, July 15, 2026 10:41 AM
To: Bresemann, Lisa; Witte, Beth; Stevens, Evan; Martinez, Alexander
Subject: Re: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

External Sender - From: ("Layfield, Gordon"
<CLayfield@republicservices.com>)
This message came from outside your organization.

Ok

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Wednesday, July 15, 2026 10:39 AM
To: Layfield, Gordon <CLayfield@republicservices.com>; Witte, Beth <BWitte@republicservices.com>; Stevens, Evan <EStevens@republicservices.com>; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: RE: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Let's make it 2.5% and again, the total price of the contract remains the same.

Regards,

Lisa Bresemann
Purchasing Agent

From: Layfield, Gordon <CLayfield@republicservices.com>
Sent: Wednesday, July 15, 2026 10:38 AM
To: Bresemann, Lisa <lbresemann@PVWC.com>; Witte, Beth <BWitte@republicservices.com>; Stevens, Evan <EStevens@republicservices.com>; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: Re: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

Is 3% reasonable?

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Wednesday, July 15, 2026 10:35 AM
To: Layfield, Gordon <CLayfield@republicservices.com>; Witte, Beth <BWitte@republicservices.com>; Stevens, Evan <EStevens@republicservices.com>; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: RE: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

This Message Is From an External Sender
This message came from outside your organization.
[Report Suspicious](#)

If you wish to increase you price moderately, we can do that but we absolutely cannot increase the amount of the contract. What are you proposing?

Regards,

Lisa Bresemann
Purchasing Agent

From: Layfield, Gordon <CLayfield@republicservices.com>
Sent: Wednesday, July 15, 2026 10:33 AM
To: Bresemann, Lisa <lbresemann@PVWC.com>; Witte, Beth <BWitte@republicservices.com>; Stevens, Evan <ESTevens@republicservices.com>; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: Re: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning

Our Operation Manager is willing to proceed with the extension. Is there an opportunity to revise our price to account for inflation?

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Wednesday, July 15, 2026 9:44 AM
To: Layfield, Gordon <CLayfield@republicservices.com>; Witte, Beth <BWitte@republicservices.com>; Stevens, Evan <ESTevens@republicservices.com>; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: RE: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning

This Message Is From an External Sender
This message came from outside your organization.
[Report Suspicious](#)

Gordon,

I must have an answer today. We need to have everything prepared for the Board meeting.

Regards,

Lisa Bresemann
Purchasing Agent

From: Bresemann, Lisa
Sent: Friday, July 10, 2026 4:47 PM
To: Layfield, Gordon <clayfield@republicservices.com>; BWitte@republicservices.com; ESTevens@republicservices.com; Martinez, Alexander <AMartinez2@republicservices.com>
Subject: FW: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning

Would you be able to respond and let me know if you are willing to extend this contract?

Regards,

Lisa Bresemann
Purchasing Agent

From: Bresemann, Lisa
Sent: Thursday, June 25, 2026 4:57 PM
To: 'clayfield@republicservices.com' <clayfield@republicservices.com>
Subject: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

Good Afternoon,

The above-referenced contract is due to expire on September 16, 2026. I am writing to inquire as to whether you would be willing to extend this contract for a period of two years. Kindly respond by July 15, 2026 so that I may commence with preparing the bid if you are not interested in extending this contract.

Thank you.

Regards,

Lisa Bresemann
Purchasing Agent

From: Layfield, Gordon <CLayfield@republicservices.com>
Sent: Thursday, July 11, 2024 3:45 PM
To: Bresemann, Lisa <lbresemann@PVWC.com>
Subject: RE: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

Remittance Address:
ACV Environmental Services
Republic Services - ES Lockbox
PO BOX 936227
Atlanta, GA 31193-6227

From: Bresemann, Lisa <lbresemann@PVWC.com>
Sent: Thursday, July 11, 2024 3:41 PM
To: Layfield, Gordon <CLayfield@republicservices.com>
Subject: RE: Contract 24-B-21 "Chemical Tank Neutralization and Cleaning"

This Message Is From an External Sender

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: Contract No.: 24-B-21
"Chemical Tank Neutralization and Cleaning"
ACV Environmental Services, Inc.

Amount of Project or Contract: \$530,362.50

1. Acct: # 001-2002-423-45-05
BUDGET – OUTSIDE CONTRACTORS CHEM STOR CLEANING
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2026/2027/2028

Date of Certification: July 22, 2026

Certified: \$530,362.50



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 26-151

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

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

WHEREAS, State Contract Numbers CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance (the "Co-op"), as described on Quotation Number 27504003, which are attached hereto as **EXHIBIT A**, is for the procurement of said licenses; and

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

WHEREAS, PVWC has elected to procure the above-referenced network equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$115,732.84, a copy of a memorandum dated June 25, 2026 from the IT Department, which is attached hereto as **EXHIBIT B**, and the Financial Certification along with other relevant correspondence, is attached hereto and made a part hereof as **EXHIBIT C**; and

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

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

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

1. That the State Contract for procurement of the above-referenced annual Microsoft 365 subscription 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 RENSALIER, R.	<u>X</u>	_____	_____	_____
RIZZI, D.	<u>X</u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



DEBORAH RIZZI
President

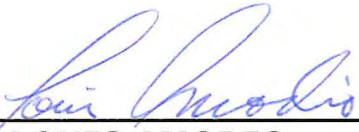


RUBY N. COTTON
Secretary

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 July 22, 2026.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
Quotation #: 27504003
Created On: 5/7/2026
Valid Until: 7/15/2026

NJ-City of Passaic Valley Water Commission

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

Microsoft Inside Account Manager

Felice Leader
290 Davidson Avenue
Somerset, NJ 08873
Phone: 888-744-4084
Email: MSNorthEastGov@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	340	\$18.26	\$6,208.40
2 Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	7	\$428.52	\$2,999.64
3 Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	340	\$0.00	\$0.00
4 Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	25	\$90.94	\$2,273.50

Coverage Term: 8/1/2026 - 7/31/2027

Note: EA# 49844114

5	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	10	\$182.12	\$1,821.20
6	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	170	\$28.24	\$4,800.80
7	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	10	\$273.18	\$2,731.80
8	Phone Resource Account GCC Sub Addl License Phone System Virtual User Microsoft - Part#: RMU-00005 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	10	\$34.33	\$343.30
9	Intune P1 Gov Sub AP Per User Microsoft - Part#: 3QA-00008 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	50	\$68.54	\$3,427.00
10	Entra ID P1 Gov Sub Per User Microsoft - Part#: MQM-00001 Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 8/1/2026 - 7/31/2027 Note: EA# 49844114	340	\$54.66	\$18,584.40
11	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001	10	\$136.59	\$1,365.90

Contract Name: New Jersey Cooperative Purchasing Alliance
Contract #: CK04
Subcontract #: 24-38
Coverage Term: 8/1/2026 - 7/31/2027
Note: EA# 49844114

12	O365 G3 GCC Sub Per User	170	\$246.40	\$41,888.00
	Microsoft - Part#: AAA-11894			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			
13	O365 G1 GCC Sub Per User	170	\$102.87	\$17,487.90
	Microsoft - Part#: U4S-00002			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			
14	CCAL Bridge O365 Sub Per User	340	\$20.09	\$6,830.60
	Microsoft - Part#: AAA-12414			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			
15	Power BI Pro GCC Sub Per User	30	\$90.94	\$2,728.20
	Microsoft - Part#: DDJ-00001			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			
16	Power BI Pro GCC Sub Per User	10	\$90.94	\$909.40
	Microsoft - Part#: DDJ-00001			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			
17	M365 Copilot GCC Sub Add-on	2	\$366.40	\$732.80
	Microsoft - Part#: EP2-24658			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			

18	Teams Premium GCC - Legacy Sub Per User	5	\$120.00	\$600.00
	Microsoft - Part#: WFK-00004			
	Contract Name: New Jersey Cooperative Purchasing Alliance			
	Contract #: CK04			
	Subcontract #: 24-38			
	Coverage Term: 8/1/2026 - 7/31/2027			
	Note: EA# 49844114			

Total\$115,732.84

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

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: Lisa Bresemann

From: L. Ducheine

cc: Y. Weiss

Date: June 25, 2026

Re: Recommendation to renew annual PVWC Microsoft 365 Subscriptions

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

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

Maintaining an active agreement with this GCC consideration is an essential component of PVWC's continued utilization of a cloud-based environment; at a total cost of **\$115,732.84**

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

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

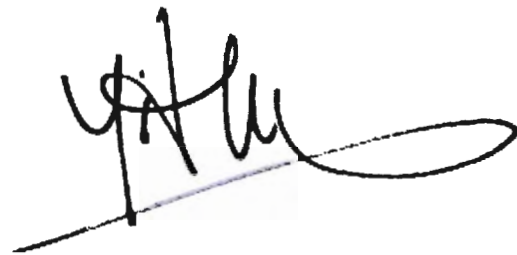
Description of Project or Contract: Procure "Renewal of PVWC's Annual Subscription of Microsoft 365 from Contract No. CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance
SHI Corporation

Amount of Project or Contract: \$115,732.84

1. Acct: # 001-0901-419-95-07
CAPITAL – COMPUTERS & SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2026/2027

Date of Certification: July 22, 2026

Certified: \$115,732.84



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-152

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
ONE (1) 2027 KENWORTH T180 VALVE TRUCK
UTILIZING THE SOURCEWELL PURCHASING COOPERATIVE,
CONTRACT NO. 032824-KTC**

DATE OF ADOPTION: JULY 22, 2026

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

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, the Commission desires to procure one (1) 2027 Kenworth T180 Valve Truck for the Distribution Department to support PVWC's ongoing compliance with the Water Quality Accountability Act (WQAA). The memorandum of the Chief Operations Officer dated July 7, 2026, details the need and benefit of procuring this vehicle is attached hereto as **Exhibit A**; and

WHEREAS, the Sourcewell Purchasing Cooperative, Contract No. 032824-KTC, (the "Co-op") shall be used for the procurement of the 2027 Kenworth T180 Valve Truck; 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 Gabrielli Sales s located in Pittsburgh, Pennsylvania (the "Awardee") under the "Co-op", in the amount of \$358,510.46, a copy of the quotation dated June 23, 2026, is attached hereto 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, 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, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

- 1. That the Cooperative Pricing Agreement for procurement of the above-referenced 2027 Kenworth T180 Valve Truck is hereby awarded to the Awardee as set forth hereinabove; and
- 2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the Cooperative Pricing Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<u>X</u>	___	___	___
DEPADUA, C.	<u>X</u>	___	___	___
FRIEND, G.	___	<u>X</u>	___	___
LEVINE, J.	<u>X</u>	___	___	___
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 July 22, 2026.

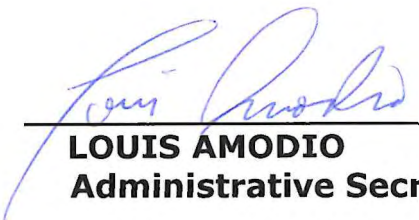

LOUIS AMODIO
Administrative Secretary

EXHIBIT A



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

To: Lisa Bresemann/Lindsay Kelly
From: Michael Marotta
Date: 7/07/2026
Subject: Request for Purchase of New Valve Truck for WQAA Compliance

I am requesting approval to purchase a new valve truck to support PVWC’s ongoing compliance with the Water Quality Accountability Act (WQAA) and to meet the increasing workload associated with valve exercising and repairs.

Currently, PVWC relies on two existing Kenworth valve trucks. To maintain consistency in fleet operations, diagnostics, and parts availability, I recommend that the new valve truck also be a Kenworth model. This will allow us to continue using the diagnostic tool and parts inventory provided by Gabrielli Truck Sales, reducing maintenance time and ensuring operational efficiency.

At present, PVWC supplements its valve operations by using an outside contractor. The contractor charges the following rates:

- \$2,500.00 per day for valve operating services
- \$4,812.50 per day for valve repairs

Based on 250 operating days per year, the 2-year costs are:

- Operating services: $250 \times \$2,500 = \$625,000.00$
- Repair services: $250 \times \$4,812.50 = \$1,203,125.00$

Total 2-year contract cost for contractor services: \$1,828,125.00

The purchase price of the proposed valve truck is **\$358,510.46**. By acquiring this truck and bringing additional operations and repairs in-house, PVWC would achieve significant savings. After subtracting the cost of the new truck, the two-year savings would be approximately **\$1.47 million**.

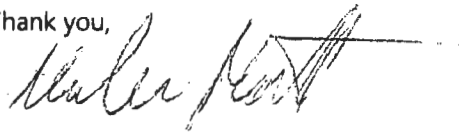
In addition to the financial benefit, adding this truck will improve our operational readiness, reduce contractor dependency, and ensure full compliance with WQAA requirements.

I respectfully request approval to proceed with the purchase.

The purchase of a new valve truck has been allocated in the 2026 budget under Category #12-2025-015

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

Thank you,

A handwritten signature in black ink, appearing to read "Michael Marotta", with a horizontal line extending from the end of the signature.

Michael Marotta

Chief Operating Officer

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

EXHIBIT B



Quotation

Bill To:
MIKE MAROTTA
PASSAIC VALLEY
WATER COMMISSION
1525 MAIN AVE CLIFTON NJ 07011
Comments:
As per attached specifications
26 WEEK LEADTIME FOR COMPLETED UNIT

Date:	6/23/2026
Quote ID#:	20260623PVWU-1
Contract Name:	Sourcewell
Contract #:	032824-KTC
Customer Sourcewell ID:	56223
Quote Valid Until:	7/30/2026

Prepared By: Colin Keim
Cell: 862-266-3904
Email: Ckeim@gabriellitruck.com

Description	Amount
2027 KENWORTH T180 AS PER ATTACHED SPECIFICATIONS	
Sourcewell Member Locally Added Items/Equipment These item included: Floor Mats, Diesel Fuel, DEF Fluid, Dealer Prep & Detail Vehicle for Delivery, Inspections-Safety & Emissions, PTO-Transmission & Engine Parameter Settings-ECM Programming, and Sourcewell Allowable Body Equipment Fee/Upcharge of 5%	
Standard SB (Diesel) – VMS (RH): Single turner valve maintenance skid to be used in conjunction with Wachs proprietary Valve Service Body manufactured by Knapheide; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-110 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The SB adds all the LX features: the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger; plus a 50' electric hose reel and fuel lift pump (the skid's engine draws fuel directly from the Chassis Cab tank).	

TM-7 HD Plus (only for SB installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-423-05/07 not included), or manually through direction control toggle, digital revolution counter and torque output gauge (no Controller/Datalogger required). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key and interface plumbing. TM-7 Upfit into Valve Service Body - Includes installation, hydraulic plumbing and electrical termination. 8' Steel Valve Key. Universal 2" H.D. U-Socket rated to 2,500'/lbs for 2" standard AWWA actuator nuts. HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet. Knapheide upfitting for Kenworth T-180 Knapheide quote number L2522-26 EH Wachs Hybrid Body Valve Nut Rx Kit - Includes 7' Nut Extracting Tool and 7' Installation Tool, Toolbox, (10) Stainless Steel Emergency Nuts, (1) each sizes 1-10 with Template. (1) Professional Battery Operated Drill to operate drill and tap kit included, (1) Set of extracting sockets, (1) Set of Deep Well 6 Piece Sockets with sleeves, (1) Chaser Kit - 3/4", 5/8", 1/2", 9/16", 3lb. Sledge Hammer with Soft Sledge, Allen Wrench Set, Grease Tube, (1) Each 1/4" and 11/32" Drill Bits. Kit also to includes 6" File, Flashlight, Adjustable Magnet, Roll of Fixing Tape and all necessary hardware to reinstall operating nuts. 45 Pound Hydraulic Breaker with EZ Ride Foot and 1-1/8" hex bit capacity. This medium duty breaker operates from any HTMA Class 2 hydraulic circuit and produces 1,800 blows per minute; making it idea for cutting curbs, sidewalks and asphalt. 5" x 11" Asphalt Cutter for Breaker 14" Moil Point for Breaker 3" x 14" Long Chisel		\$	358,510.46
DELIVERY TO PV WATER GARAGE			Included
Additional Options and Extended Warranties available upon request		BASE TOTAL	\$ 358,510.46

Signature: _____ Date: _____

Print Name: _____ Title: _____

Terms and Conditions:

Chassis will be allocated upon receipt of this signed quotation and purchase order.
If received after allocation is sold out the entity will be notified and given option to cancel the order or pay the difference. This quotation is subject to the addition of any Federal, State or Local Government requirements. Due to current market conditions and the supply shortages any additional surcharges enforced by the chassis or body manufacture shall be paid in full or the entity will have the option to cancel the purchase order. Any applicable Tariffs imposed on the products provided in this proposal prior to final delivery and acceptance will be invoiced to the customer. All documentation and supporting information twill be provided. Unless otherwise agreed, payment terms will be Net 30 upon signed invoice, if payment is delayed additional flooring cost will be added at \$20.00 per day.

Remit Purchase Order To : 239 Bergen Turnpike Ridgfield Park, NJ 07660

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:

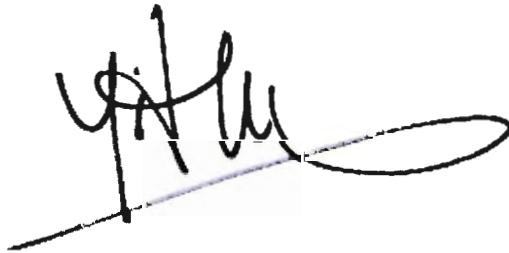
Description of Project or Contract: Procure One "2027 Kenworth T180 Valve Truck for the Distribution Department" Utilizing the Sourcewell Cooperative Pricing Agreement, Contract 032824-KTC Gabrielli Truck Sales

Amount of Project or Contract: \$358,510.46

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

Date of Certification: July 22, 2026

Certified: \$358,510.46



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-153

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION PERMITTING PVWC TO SOLICIT PROPOSALS FOR
PROJECT NO. 26-C-07 ENTITLED "PROFESSIONAL SECURITY
SERVICES" UTILIZING COMPETITIVE CONTRACTING**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

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

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

WHEREAS, there exists a need for the professional services of a Security Service to provide services to the Commission for the protection of property and safety of the employees and customers; and

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

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

1. That the Qualified Purchasing Agent ("QPA") is authorized to use competitive contracting to solicit the services for Professional Security Services and shall administer the competitive contracting procedures pursuant to N.J.S.A. 40A:11-5.
2. That an appropriate official of PVWC, on behalf of PVWC, and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
COTTON, R.	<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

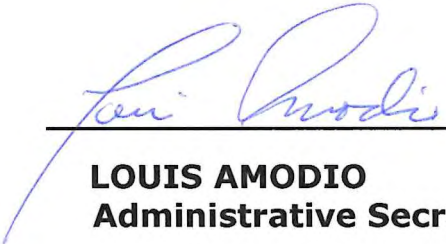


RUBY N. COTTON
Secretary

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 July 22, 2026.



LOUIS AMODIO
Administrative Secretary

**RESOLUTION # 26-154
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING EMERGENCY SEWER REPAIRS RELATED
TO HALPINE STREET WATER MAIN BREAK IN PATERSON**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, a water main break occurred on Halpine Street between North 2nd and North 4th Streets in the City of Paterson; and

WHEREAS, the City of Paterson (“City”) claimed that the water main break caused significant damage to the sanitary sewer line located within the impacted area; and

WHEREAS, emergency repairs to the damaged sanitary sewer line were required in order to protect public health and safety and maintain essential sewer service; and

WHEREAS, the City’s emergency contractor, J. R. Haftek Co, Inc. (“Haftek”) of Paterson, New Jersey, was used to perform the necessary emergency sewer repairs, including full replacement of the affected sanitary sewer line; and

WHEREAS, the City incurred emergency repair costs totaling \$113,899.62 for the work performed by Haftek; and

WHEREAS, the City and the Passaic Valley Water Commission (“PVWC”) negotiated a 50/50 cost-sharing arrangement for the emergency sewer repair work; and

WHEREAS, pursuant to this agreed cost share, PVWC shall pay Haftek the amount of \$56,949.81; 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 the Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. PVWC acknowledges the total emergency repair cost of \$113,899.62 incurred by the City of Paterson due to the water main break and resulting sewer line damage.
2. PVWC hereby authorizes reimbursement to Haftek in the amount of \$56,949.81 pursuant to the agreed 50/50 cost-sharing arrangement for the emergency sanitary sewer repairs performed on Halpine Street.
3. That appropriate officers of PVWC are hereby authorized and directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith, all 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 RENSALIER, R.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.

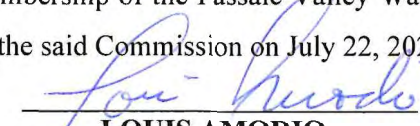

DEBORAH RIZZI
President


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 July 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:

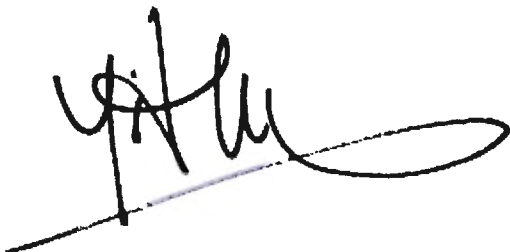
Description of Project or Contract: Resolution Authorizing Emergency Sewer Repairs
Related to Halpine Street Water Main Break in
Paterson
JR Haftek

Amount of Project or Contract: \$56,949.81

- 1. Acct: # 001-0901-419-95-17
CAPITAL – WATER MAIN REPAIRS
- 2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2026

Date of Certification: July 22, 2026

Certified: \$56,949.81



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 26-155

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE CHANGE ORDER NO. 2 FOR
CONTRACT NO. 24-B-05 ENTITLED
"WATER STORAGE IMPROVEMENTS PHASE 1 – LEVINE WATER TANKS
PATERSON, NJ"**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: **GERALD FRIEND**

Seconded by Commissioner: **CARMEN DE PADUA**

WHEREAS, PVWC awarded Contract No. 25-B-05 entitled "Water Storage Improvement Phase 1 – Levine Water Tanks, Paterson, NJ" to J. Fletcher Creamer & Sons, Inc., of Hackensack, New Jersey, on July 24, 2024, not to exceed \$41,819,780.00 for a period of two (2) years under Resolution No. 24-092; and

WHEREAS, PVWC issued Change Order No. 1 to cover the cost escalation on the tanks from the tank manufacturer and the emergency repairs to the Levine Reservoir inlet line with a total increase of \$2,382,999.00, which brings the total adjusted Contract Value to \$44,202,779.00; and

WHEREAS, Proposed Change Order No. 2 is to cover additional work resulting from unforeseen subsurface and field conditions, modifications to previously authorized inlet-line work, reservoir muck removal and disposal, a credit for line stop work not fully completed at the direction of the Commission, and additional police and traffic-control requirements. with a total increase of \$1,448,554.25 which brings the total adjusted Contract Value to \$45,651,333.25; and

WHEREAS, the Supervising Engineer has reviewed the work to be performed by Creamer and found it to be reasonable, considering the nature and scope of additional Work involved, and has recommended that the said changes to the Project, and additional costs related thereto, be approved in accordance with a copy of the Supervising Engineer's memorandum dated July 14, 2026 attached hereto as **Exhibit A**; and

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

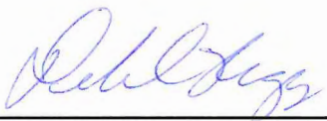
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

- 1. That PVWC hereby approves Change Order No. 2 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

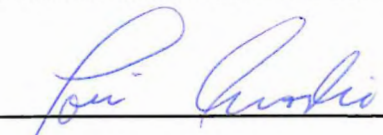


RUBY N. COTTON
Secretary

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 July 22, 2026.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: July 14, 2026
To: Y. Weiss
From: J. Alesandrelli
cc: C. Vozzella, L. Bresemann, P. Porcaro
Re: Change Order No. 2: 24-B-05

Permission is requested to authorize Change Order No. 2 in the amount of \$1,448,554.25 for Contract No. 24-B-05 " Water Storage Improvement Phase 1 – Levine Water Tanks, Paterson, NJ" bringing the Contract amount to \$45,651,333.25.

Original Contract Amount: \$41,819,780.00
Change Order No. 1: \$2,382,077.00 (previously approved by Commission)
Change Order No. 2: \$1,448,554.25
Revised Contract Amount: \$45,651,333.25

Change Order No. 2 includes additional work resulting from unforeseen subsurface and field conditions, modifications to previously authorized inlet-line work, reservoir muck removal and disposal, a credit for work not fully completed at the direction of the Commission, and additional police and traffic-control requirements.

Summary of Changes

Temporary Reservoir Berm Over-Excavation

During construction of the temporary reservoir berm, subsurface conditions differed from those anticipated at the time of bid. Additional excavation was required to reach competent bedrock and establish a suitable foundation for the berm. This work required additional labor, equipment, handling, and disposal of excavated material beyond the quantities included in the original Contract. J. Fletcher Creamer requested additional compensation for the increase in project scope totaling **\$348,437.60**. The requested amount was reviewed by Mott MacDonald and was determined to be acceptable (see Attachment 1).

36-Inch Line Stop Preparation

Additional work was required in response to field conditions encountered while preparing for installation of the 36-inch line stop associated with the replacement of the Levine Reservoir inlet piping authorized under Change Order No. 1.

The actual conditions surrounding the existing piping and work area required additional linestops, including excavation, preparation, labor, equipment, and materials beyond those anticipated under the previously authorized scope. This work was necessary to safely access the existing water main, prepare the pipe for the line-stop installation, and maintain the planned sequence of work for the inlet-line replacement.

J. Fletcher Creamer requested additional compensation for the increase in project scope totaling **\$475,106.68**. The requested amount was reviewed by Mott MacDonald and was determined to be acceptable (see Attachment 2).

Reservoir Muck Removal and Disposal

Following the dewatering of the Levine Reservoir, a layer of muck and unsuitable material was encountered at the bottom of the reservoir. The presence and extent of this material were not known and could not reasonably have been identified at the time of bid.

Approximately 250 truckloads of material were removed from the reservoir. The material required handling, testing, transportation, and disposal at an appropriate off-site facility. Removal of the muck was necessary to provide a suitable working surface and to allow construction of the proposed improvements within the reservoir to proceed.

J. Fletcher Creamer requested additional compensation for the increase in project scope totaling **\$545,117.47**. The requested amount was reviewed by Mott MacDonald and was determined to be acceptable (see Attachment 3).

Credit for Incomplete 48-Inch Line Stop Work

This item is for a partial credit for the 48-inch line-stop work on Grand Street that was not fully completed at the direction of the Commission.

Certain portions of the work had already been performed, including installation of the 48-inch line-stop sleeve. Accordingly, the credit reflects only the remaining portion of the line-stop work that was not performed and does not include work or materials already incorporated into the project.

J. Fletcher Creamer provided a credit for a decrease in project scope totaling **\$20,107.50**. The requested amount was reviewed by Mott MacDonald and was determined to be acceptable (see Attachment 4).

Additional Police and Traffic Control

Additional police and traffic-control services will be required beyond the quantities anticipated under the original Contract allowance item to safely facilitate construction activities.

The additional services will be necessary to maintain safe traffic and pedestrian conditions, especially during school hours, provide access to the construction areas, protect workers and the public, and accommodate the duration and sequencing of work associated with the expanded project scope and unforeseen field conditions.

Additional compensation for the increase in project scope totaling **\$100,000.00** has been added and will only be billed, as required. The requested amount was reviewed by Mott MacDonald and was determined to be acceptable (see Attachment 5).

Final Summary

The work included in Change Order No. 2 is necessary to address conditions encountered during construction, maintain public and worker safety, and allow the project to proceed in accordance with the Contract requirements. The proposed costs have been reviewed by Mott MacDonald and determined to be reasonable and acceptable.

Change Order No. 2 increases the Contract Price by a total of \$1,448,554.25, which brings the total adjusted Contract Price to \$45,651,333.25.

ATTACHMENT 1



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Your Reference
PVWC Contract #24-B-05

NJDEP Project #
1605002-014

Our Reference
507108411

Mott MacDonald
1400 Broadway
21st Floor
New York
NY 10018
United States of America

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mottmac.com

**Passaic Valley Water Commission (PVWC) - Water Storage Improvements
Phase 1 – Levine Water Tanks – Contractor Potential Change Order # 7 –
Berm Over-Excavation to Bedrock and Backfill Change Order Proposal**

April 27, 2026

Dear Ms. Alesandrelli:

J. Fletcher Creamer & Son, Inc. (JFC) has submitted a potential Change Order Request (PCOR) for Berm Over-Excavation to Bedrock and Backfill as part of the referenced project. Our office has reviewed the PCOR and has the following recommendations:

PCOR# 7

Date: 4/24/2026

Requested

Amount: \$348,437.60

Description:

JFC is requesting additional compensation for an increase in project scope related to additional labor, equipment, and material associated with over-excavation to get to bedrock at the temporary reservoir berm area. The Contract Documents indicated an approximate elevation of 160'; however, based upon field conditions during excavation, the average top of rock elevation was approximately 148'. This elevation difference led to additional excavation being required, additional backfill needed to construct the temporary berm, and additional alternative solutions to be developed to ancillary items such as the temporary overflow structure. The requested amount for this work reflects the time and materials resulting from this change. It is noted that the approximate elevation of 160' was based upon available information. In addition, soil borings within the reservoir to determine elevations of bedrock were not performed in advance of construction due to the reservoir being finished water.

Response:

Mott MacDonald has reviewed the requested amount reflected in the potential Change Order which includes the following:

Mott MacDonald General

Mott MacDonald

- \$78,934.13 in labor costs
- \$51,314.23 in equipment costs
- \$162,680.99 in material costs
- \$55,508.25 for Subcontractor costs

Mott MacDonald is in agreement that the work included in this potential Change Order is in exceedance of JFC's original contract scope of work. Based on this additional scope of work, the requested increase of \$348,437.60 by JFC is acceptable. Mott MacDonald recommends approval of this potential change order.

Very truly yours,

Mott MacDonald, LLC

Edward P. Gajek, PE, PMP
Vice President / Principal Project
Manager
+19739122539

edward.gajek@mottmac.com

c: K. DePippo

ATTACHMENT 2



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Your Reference
PVWC Contract #24-B-05

NJDEP Project #
1605002-014

Our Reference
507108411

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**Passaic Valley Water Commission (PVWC) - Water Storage Improvements
Phase 1 – Levine Water Tanks – Contractor Potential Change Order # 8 –
Reservoir Avenue Additional Line Stop Work Change Order Proposal**

April 24, 2026

Dear Ms. Alesandrelli:

J. Fletcher Creamer & Son, Inc. (JFC) has submitted a potential Change Order Request (PCOR) for Additional Line Stop Work competed on Reservoir Avenue as part of the referenced project under the Industrial Loop phase. Our office has reviewed the PCOR and has the following recommendations:

PCOR# 8

Date: 4/1/2026

Requested

Amount: \$475,106.68

Description:

JFC is requesting compensation for additional work performed in response to field conditions encountered related to the preparations for the 36" linestop installation which was included under Change Order 004 for the (NJDEP Contract Modification No. 1) replacement of inlet piping to the Levine Reservoir. This additional work included:

- Installation of one 30" linestop on the cast iron main.
- Installation of one 20" linestop on the cast iron main.
- Locating and installing a suitable section of 36" concrete pipe at the original location for the 36" linestop.
- Isolation of the interconnection area, re-piping of the 30" to the 36" and cutting/capping of the 20".
- An additional 20" tap to use as a blow-off.
- Fabrication and welding of adaptors.

Mott MacDonald General

Mott MacDonald

Response:

Mott MacDonald has reviewed the requested amount reflected in the potential Change Order which includes the following:

- \$43,755.60 in Time and Materials Costs to JFC including labor, equipment, material and subcontractor costs outlined below. The work associated with these costs included excavation and backfill at various locations along an existing 36" water main along the west side of the reservoir in order to identify an acceptable location to install the line stops. Once acceptable locations for the line stops were identified, additional work included excavation to support the line stop installation, installation of line stop thrust blocks, pressure testing, pipe cutting, isolation of the interconnections, and setting of the line stop towers.
 - \$27,065.52 labor costs
 - \$10,396.58 equipment costs
 - \$2,860 material costs
 - \$3,433.50 subcontractor costs
- \$431,351.08 in Time and Materials Costs to JFC including labor, equipment, material and subcontractor costs outlined below. The work associated with these costs included adjustments to the line stop towers to avoid hammering concerns; concrete encasement of exposed pipe; locating existing blow-off to assist with line stop work; excavation and tapping of pipe to set line stops; procurement and installation of 36" adapter and cap to brace against existing water main; installation of line stops; removal of line stops; and backfilling at line stop locations once work was completed.
 - \$50,713.53 in labor costs
 - \$11,821.28 in equipment costs
 - \$93,053.78 in material costs
 - \$275,762.48 for Subcontractor costs

Mott MacDonald is in agreement that the work included in this potential Change Order is in exceedance of JFC's original contract scope of work. Based on this additional scope of work, the requested increase of \$475,106.68 by JFC is acceptable. Mott MacDonald recommends approval of this potential change order.

Very truly yours,

Mott MacDonald, LLC

Edward P. Gajek, PE, PMP
Vice President / Principal Project
Manager
+19739122539

edward.gajek@mottmac.com

c: K. DePippo

ATTACHMENT 3



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Your Reference
PVWC Contract #24-B-05

NJDEP Project #
1605002-014

Our Reference
507108411

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United States of America

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**Passaic Valley Water Commission (PVWC) - Water Storage Improvements
Phase 1 – Levine Water Tanks – Contractor Potential Change Order # 09 –
Reservoir Muck Removal and Disposal**

May 19, 2026

Dear Ms. Alesandrelli:

J. Fletcher Creamer & Son, Inc. (JFC) has submitted a potential Change Order Request (PCOR) for muck removal and disposal encountered at the bottom of the Levine Reservoir. Our office has reviewed the PCOR and has the following recommendations:

PCOR# 09

Date: 5/11/2026

Requested

Amount: \$545,117.47

Description:

JFC notified Mott MacDonald and PVWC of unforeseen conditions encountered upon completing draining operations of the Levine Reservoir on December 10, 2025. Upon draining the reservoir, JFC discovered approximately 5 to 6 feet of muck at the bottom of the reservoir. This material was identified as a new layer of material not previously identified on the Contract Documents. JFC noted the only two Bid Items associated with this activity included draining of the reservoir and rock excavation.

The estimated reimbursable price increase for this work includes the following:

- The management of muck, transportation and disposal already incurred to date which resulted in approximately seventy (70) truckloads of muck transported to a disposal facility in Pennsylvania totaling \$402,961.78
- The estimated cost remaining for onsite muck of roughly one hundred eighty (180) loads to be disposed of totaling \$142,155.69.

The price increase from the additional labor, equipment and subcontractor costs is anticipated to result in a total increase of \$545,117.47 for this work.

Mott MacDonald General

Mott MacDonald

Response:

Mott MacDonald has reviewed the labor, equipment and subcontractor cost increases resulting in the \$545,117.47 requested amount reflected in the Potential Change Order. It is noted that as soil borings and diving operations were not performed prior to the construction bid phase, the soil conditions of the reservoir bottom were not known.

Mott MacDonald is in agreement that the work included in this potential Change Order is reflective of a change in scope and is in exceedance of JFC's original contract scope of work. Based on this direction and additional scope of work, the requested increase of \$545,117.47 by JFC is acceptable. Mott MacDonald recommends approval of this potential change order.

Very truly yours,

Mott MacDonald, LLC

Edward P. Gajek, PE, PMP
Vice President / Principal Project
Manager
+19739122539

edward.gajek@mottmac.com

c: K. DePippo

ATTACHMENT 4



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Your Reference
PVWC Contract #24-B-05

NJDEP Project #
1605002-014

Our Reference
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**Passaic Valley Water Commission (PVWC) - Water Storage Improvements
Phase 1 – Levine Water Tanks – Contractor Potential Change Order # 11 –
48” Line Stop Partial Credit**

April 20, 2026

Dear Ms. Alesandrelli:

J. Fletcher Creamer & Son, Inc. (JFC) has submitted a potential Change Order Credit (PCOR) for a partial credit for the 48” Linestop work on Grand Street as part of the referenced project as per Passaic Valley Water Commission’s (PVWC) direction. Our office has reviewed the PCOR and has the following recommendations:

PCOR# 11

Date: 3/3/2026
Requested Amount: -\$20,107.50
Description:

JFC is proposing a partial credit for the 48” linestop work on Grand Street which was not fully completed at the direction of PVWC. A portion of the work, including a 48” line stop sleeve was installed. The credit includes the following costs:

- Original line item quote from 5/10/24: \$112,620.00
- Cost incurred from the 48” line stop sleeve on PCCP: -\$93,470.00
- Mark-up credit on cost not incurred: \$957.50
- Remaining line item amount: \$20,107.50

Response:

Mott MacDonald has reviewed the proposed credit reflected in the potential Change Order credit. JFC’s original schedule of values for Item L5.53 Excavate and Install 48” Line Stop included a total amount of \$190,000.00 for which a portion includes the original line item quote of \$112,620.00.

Mott MacDonald is in agreement that the work identified in this potential Change Order credit was not completed at the direction of PVWC and is no longer required.

Mott MacDonald General

Mott MacDonald

to complete the Contract. Based on this reduction in scope of work, the proposed credit of \$20,107.50 by JFC is acceptable. Mott MacDonald recommends approval of this potential change order credit.

Very truly yours,

Mott MacDonald, LLC

Edward P. Gajek, PE, PMP
Vice President / Principal Project
Manager
+19739122539

edward.gajek@mottmac.com

c: K. DePippo

ATTACHMENT 5



Julie Alesandrelli, PE
Supervising Engineer
Passaic Valley Water Commission
800 Union Boulevard
Totowa, NJ 07512

Your Reference
PVWC Contract #24-B-05

NJDEP Project #
1605002-014

Our Reference
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United States of America

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**Passaic Valley Water Commission (PVWC) - Water Storage Improvements
Phase 1 – Levine Water Tanks – Contractor Potential Change Order # 14 –
Allowance Increase for Police and Traffic Control**

May 1, 2026

Dear Ms. Alesandrelli:

J. Fletcher Creamer & Son, Inc. (JFC) has identified a potential budget shortfall for Allowance Item U33 ("Police and Traffic Control"). The original contract amount for Allowance Item U33 is \$150,000.00. As of Payment Application # 8 submitted by JFC which includes work up to March 31, 2026, the cost under Allowance Item U33 totals \$131,059.95 (approximately 87.37% of the total allowance item amount). The remaining work through May 2027 will require additional police and traffic control to safely complete the project.

As per discussions with the NJDEP, an overage of an allowance item will require a change order. Mott MacDonald has reviewed the costs to date under Allowance Item U33, along with the anticipated remaining work, and recommends a Change Order to increase Allowance Item U33 by \$100,000.00 for a revised Contract Amount for Item U33 of \$250,000.00.

Should you have any questions, please contact our office.

Very truly yours,

Mott MacDonald, LLC

Edward P. Gajek, PE, PMP
Vice President / Principal Project
Manager
+19739122539

edward.gajek@mottmac.com

c: K. DePippo

Mott MacDonald General

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 24-B-05 – Change Order No. 2
“Water Storage Tank Improvements Phase 1 Levine
Water Tanks”
J. Fletcher Creamer & Son, Inc

Amount of Project or Contract:

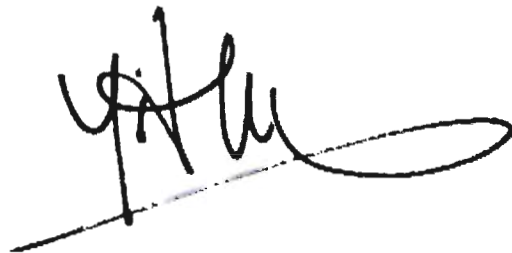
Change Order No. 2 Increase of \$1,448,554.25
Change Order No. 2 Not to Exceed: \$45,651,333.25

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. 2 – Increase of \$1,448,554.25
For a new Not to Exceed of \$45,651,333.25

Date of Certification: July 22, 2026

Certified: \$45,651,333.25



Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

**RESOLUTION # 26-108
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION AUTHORIZING GRANT OF EASEMENT TO PUBLIC SERVICE
ELECTRIC AND GAS COMPANY OVER PVWC PROPERTY IN TOTOWA, NEW
JERSEY**

DATE OF ADOPTION: JULY 22, 2026

Introduced by Commissioner: _____

Seconded by Commissioner: _____

WHEREAS, the Passaic Valley Water Commission ("PVWC") owns certain real property identified as Block 179, Lot 7 and Block 181, Lot 3 located in the Borough of Totowa, Passaic County, New Jersey; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") has requested a perpetual easement over a portion of said property for the installation, operation, maintenance, and access necessary for underground conduits, wires, manholes, and associated utility facilities; and

WHEREAS, the full terms, conditions, easement area, and metes and bounds description for the proposed easement are set forth in PSE&G's Grant of Easement document, which shall be attached to this Resolution and incorporated herein as **Exhibit A**; and

WHEREAS, PVWC and PSE&G have negotiated the terms of a Grant of Easement under which PSE&G will compensate PVWC in the amount of Twenty-Seven Thousand Seven Hundred Sixty-Eight Dollars (\$27,768.00) in exchange for the easement; and

WHEREAS, under the terms of the agreement, PSE&G will provide advance notice prior to entering the property for work, restore any damage caused during its activities, and assume responsibility for the operation and maintenance of its utility facilities; and

WHEREAS, PVWC will retain the right to use the surface area of the easement property provided such use does not interfere with utility operations, and the agreement includes standard mutual indemnification provisions.

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

1. PVWC hereby approves and authorizes the execution of PSE&G's Grant of Easement, attached hereto as **Exhibit A**; and
2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	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.

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 July 22, 2026.

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RECORD AND RETURN TO:
Corporate Real Estate Transactions
PSEG Services Corp.
80 Park Plaza, T-13
Newark, NJ 07102

Prepared by: David Killion

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 20__, between the **PASSAIC VALLEY WATER COMMISSION**, a body politic and corporate of the State of New Jersey having an office at 1525 Main Avenue, Clifton, NJ 07011 ("**Grantor**"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having an office at 80 Park Plaza, Newark, T13, New Jersey 07102 ("**Grantee**");

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Borough of Totowa, County of Passaic and State of New Jersey commonly known as Block 179, Lot 7, and Block 181, Lot 3 (together, the "**Property**"); and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the construction, installation and maintenance of underground conduits, wires, manholes and associated appurtenances (the "**Facilities**") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

NOW, THEREFORE, in consideration of these promises and the sum of TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS (\$27,768.00), lawful United States currency paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. The recitals set forth in the preamble of this Indenture are hereby incorporated into this Indenture as if fully set forth herein.

2. Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of constructing, installing and maintaining the Facilities at the Property, as well as for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using the Facilities and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area and other remaining lands of Grantor as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement is more particularly shown on a map entitled, "EASEMENT EXHIBIT," dated _____ and attached hereto and made a part hereof as **Exhibit A** (the "**Easement Area**"), and is more particularly described in a metes and bounds description which is also attached hereto and made a part hereof as **Exhibit B** (the "**Metes and Bounds Description**").

3. Grantee shall be responsible to protect all assets owned by Grantor at all times during construction. Grantee shall provide Grantor with not less than seventy-two (72) hours' prior written notice before conducting any activities within the Property. Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient, use, maintenance or operation of said Facilities within the easement area.

4. Grantor shall have the right to use, occupy and enjoy the surface and air space above the easement area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable

to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the easement area. Grantor shall at all times provide access to Grantee.

5. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

6. If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto at the sole cost and expense of Grantor, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

7. Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

8. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee.

9. Grantor shall indemnify and hold harmless Grantee from and against any claim, demand, suit or action, and liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which Grantee incurs in the defense of any such claim, suit, action or similar demand made or filed by any third party against Grantee to the extent same arises out of or relates to past, present or future pollution or contamination of the environment at the Property caused by or through Grantor, including, without limitation, the presence, discharge or release or threatened discharge or release of hazardous materials in or to the environment caused by or through Grantor.

10. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have signed these presents the day and year first above written.

GRANTOR:
PASSAIC VALLEY WATER COMMISSION

By: _____
Name:
Title:

WITNESS/ATTEST

Name:
Title:

GRANTEE:
PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corporation, its Agent

By: _____
Name:
Title:

WITNESS/ATTEST

Name:
Title:

STATE OF)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is _____ of the PASSAIC VALLEY WATER COMMISSION, the municipal corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said municipal corporation, as the voluntary act and deed of said municipal corporation, being fully authorized to do so.

Notary

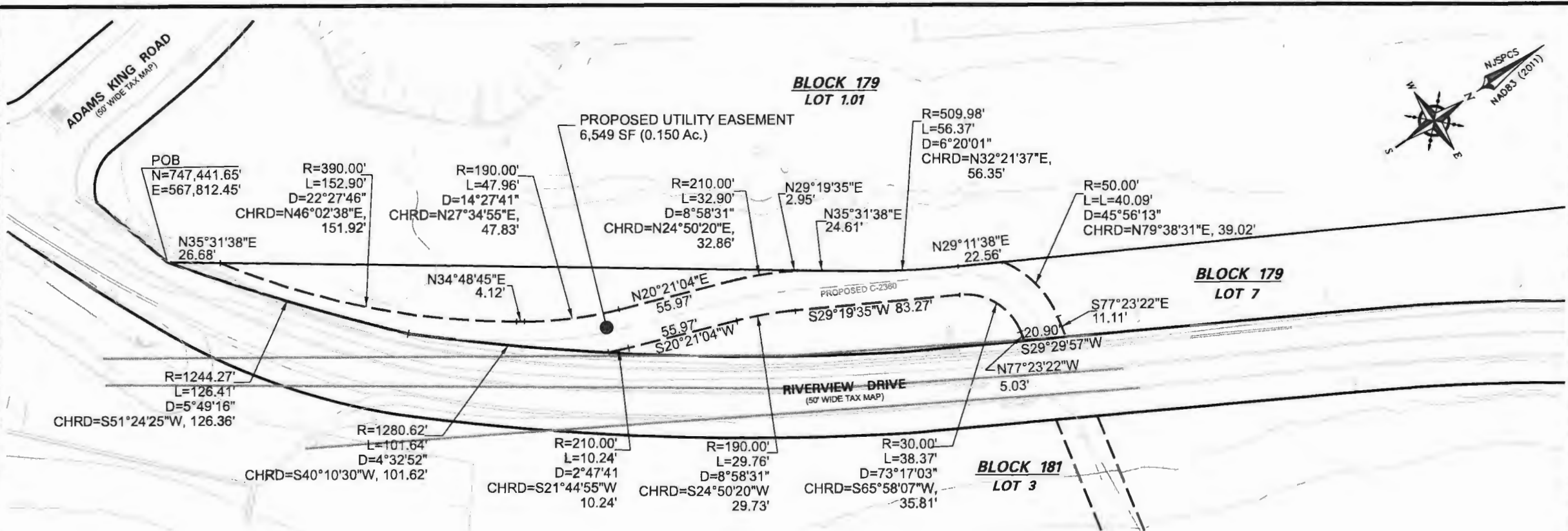
STATE OF NEW JERSEY)
 : SS.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, I am satisfied, is _____ of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named herein and which executed the foregoing instrument, and that he thereupon acknowledged that the said instrument was made by the corporation, was signed, sealed and delivered by him as such officer having full authority to do so, and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notary

EXHIBIT A

Illustrative Graphic - Easement Area

**NOTES:**

1. HORIZONTAL DATUM=NJSPCS NAD83/2011 EPOCH 2010.0 (MYCS2)
VERTICAL DATUM = NAVD88/GEOD18
UNITS = U.S. SURVEY FEET
ESTABLISHED UTILIZING LEICA SMARTNET RTK SERVICES
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES, UNLESS OTHERWISE NOTED. GROUND DISTANCES MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999900876 CALCULATED AT THE FOLLOWING COORDINATE N:748,556.3600', E:566,790.9935', ELEV:221.00'
3. ALL COORDINATES SHOWN ARE GRID.

REFERENCES:

1. THE TAX MAP FOR THE BOROUGH OF TOTOWA, PASSAIC COUNTY, NEW JERSEY; SHEETS #28 & #29, THE TAX MAP FOR THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NEW JERSEY; SHEET #12.
2. "EXISTING CONDITIONS PLAN OF VARIOUS ROADS SITUATED IN TOTOWAS BOROUGH, LITTLE FALLS TOWNSHIP, PASSAIC COUNTY, CEDAR GROVE TOWNSHIP, ESSEX COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, 755 MEMORIAL PKWY, SUITE 110, PHILLIPSBURG, NJ.* DATED MAY 12, 2025.

LEGEND:

- BLOCK / RIGHT OF WAY LINE
- TAX LOT LINE
- - - EASEMENT
- - - PROPOSED UTILITY EASEMENT

PSEG SERVICES CORPORATION
80 PARK PLAZA - NEWARK - NEW JERSEY - 07102-4194

I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW JERSEY AND I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION

Digitally signed by Michael Ragsdale
Date: 2026.05.26 10:41:34 -04'00'

MICHAEL D. RAGSDALE

N.J. PROFESSIONAL LAND SURVEYOR No. 24GS04332300
COA No. 24GA28078500

PSEG
Services Corporation
SURVEYS & MAPPING

CORPORATE HEADQUARTERS
80 Park Plaza T20
Newark, N.J. 07102-4194
Email: surveying@pseg.com

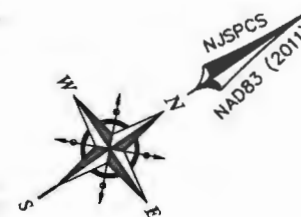
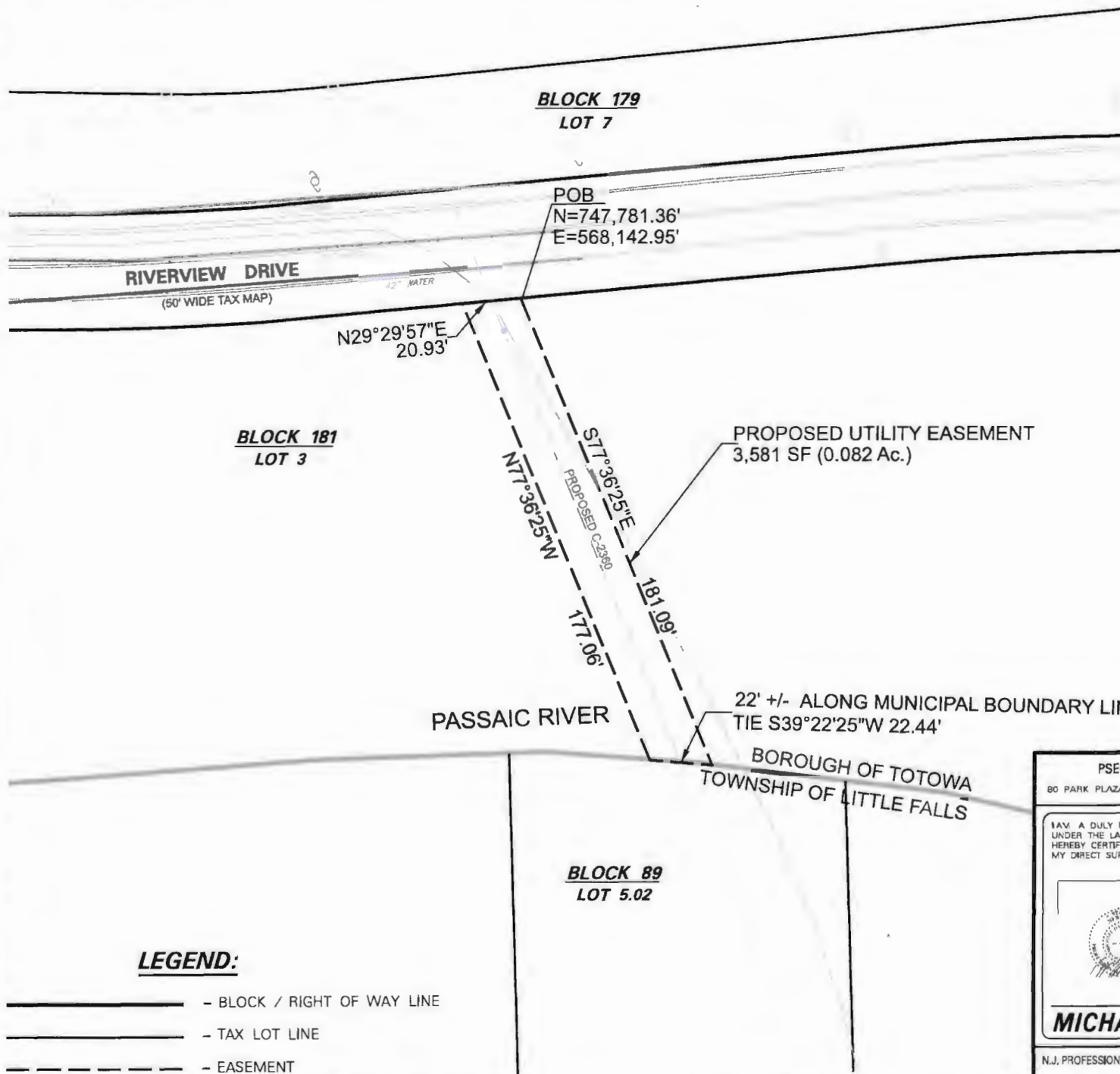
Copyright © Public Service Enterprise Group 2026

**BLOCK 179
LOT 7**

BOROUGH OF TOTOWA PASSAIC COUNTY, N.J.

UTILITY EASEMENT EXHIBIT

DRAWN CML CHECKED MDR SCALE AS SHOWN
DATE 5/22/2026 EXAMINED BSG AUTH Prj-24092

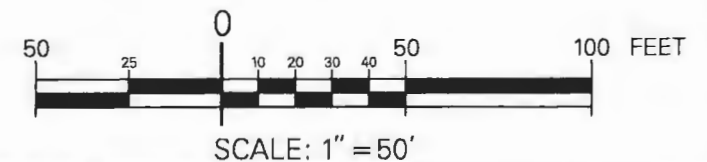


NOTES:

1. HORIZONTAL DATUM = NJSPCS NAD83/2011 EPOCH 2010.0 (MYCS2)
VERTICAL DATUM = NAVD88/GEOD18
UNITS = U.S. SURVEY FEET
ESTABLISHED UTILIZING LEICA SMARTNET RTK SERVICES
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL
GROUND DISTANCES, UNLESS OTHERWISE NOTED. GROUND
DISTANCES MAY BE CONVERTED TO GRID BY MULTIPLYING
BY THE COMBINED SCALE FACTOR OF 0.999900876 CALCULATED AT
THE FOLLOWING COORDINATE N:748,556.3600', E:566,790.9935', ELEV:221.00'
3. ALL COORDINATES SHOWN ARE GRID.

REFERENCES:

1. THE TAX MAP FOR THE BOROUGH OF TOTOWA, PASSAIC COUNTY, NEW JERSEY; SHEETS #28 & #29. THE TAX MAP FOR THE TOWNSHIP OF LITTLE FALLS, PASSAIC COUNTY, NEW JERSEY; SHEET #12.
2. "EXISTING CONDITIONS PLAN OF VARIOUS ROADS SITUATED IN TOTOWAS BOROUGH, LITTLE FALLS TOWNSHIP, PASSAIC COUNTY, CEDAR GROVE TOWNSHIP, ESSEX COUNTY, NEW JERSEY", PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC, 755 MEMORIAL PKWY, SUITE 110, PHILLIPSBURG, NJ.* DATED MAY 12, 2025.



LEGEND:

- BLOCK / RIGHT OF WAY LINE
- TAX LOT LINE
- - - EASEMENT

PSEG SERVICES CORPORATION 80 PARK PLAZA - NEWARK - NEW JERSEY - 07102-4194	
I AM, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW JERSEY AND I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION	
Digitally signed by Michael Ragsdale Date: 2026.05.26 10:38:38 -04'00'	
MICHAEL D. RAGSDALE	
N.J. PROFESSIONAL LAND SURVEYOR COA No. 24GAZ8078500	No. 24GS04332300

PSEG Services Corporation SURVEYS & MAPPING		CORPORATE HEADQUARTERS 80 Park Plaza T20 Newark, N.J. 07102-4194 Email : surveying@pseg.com
BLOCK 181 LOT 3		
BOROUGH OF TOTOWA		PASSAIC COUNTY, N.J.
EASEMENT EXHIBIT		
DRAWN <u>CML</u>	CHECKED <u>MDR</u>	SCALE <u>AS SHOWN</u>
DATE <u>5/22/2026</u>	EXAMINED <u>BSG</u>	AUTH <u>Proj-24092</u>

EXHIBIT B

Metes and Bounds Description - Easement Area

**METES AND BOUNDS DESCRIPTION
PROPOSED UTILITY EASEMENT
BLOCK 179, TAX LOT 7
BOROUGH OF TOTOWA
PASSAIC COUNTY, NEW JERSEY**

BEGINNING at the point of intersection of the northwesterly sideline of Riverview Drive (50-foot Wide Right-of-Way per Tax Map) with the dividing line between lands of the Passaic Valley Water Commission ("PVWC"; Tax Lot 7, Block 179, a portion of which to be described herein) and lands of Adams Drive LLC (Tax Lot 1.01, Block 179); furthermore said beginning point having New Jersey State Plane Coordinate System Grid Values [NAD 1983 (2011)] of North: 747,441.65 feet; East: 567,812.45 feet, running thence along the ground in the NAD 1983 (2011) N.J.S.P.C.S. bearing base the following twenty-one (21) courses:

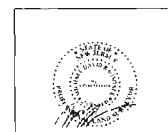
1. Along said dividing line, North 35°31'38" East, a distance of 26.68 feet to a point in line of the same; thence
2. Departing said dividing line through and across said lands of PVWC along a non-tangent curve to the left having a radius of 390.00 feet, an arc length of 152.90 feet, turning a central angle of 22°27'46", the chord of which bears North 27°34'55" East, a chord distance of 151.52 to a point of tangency; thence
3. North 34°48'45" East, a distance of 4.12 feet to a point of curvature; thence
4. Along a curve to the left having a radius of 190.00 feet, an arc length of 47.96 feet, turning a central angle of 14°27'41", the chord of which bears North 24°50'20" East, a chord distance of 47.83 feet to a point of tangency; thence
5. North 20°21'04" East, a distance of 55.97 feet to a point of curvature; thence
6. Along a curve to the right having a radius of 210.00 feet, an arc length of 32.90 feet, turning a central angle of 8°58'31", the chord of which bears North 24°50'20" East, a chord distance of 32.86 feet to a point of tangency; thence
7. North 29°19'354" East, a distance of 2.95 feet to the intersection of the same with the aforementioned dividing line between lands of PVWC and lands of Adams Drive LLC; thence
8. Along said dividing line, North 35°31'38" East, a distance of 24.61 feet to a point of curvature in line of the same; thence
9. Along the same on a curve to the left having a radius of 509.98 feet, an arc length of 56.37 feet, turning a central angle of 6°20'01", the chord of which bears North 32°21'37" East, a chord distance of 56.35 feet to a point of tangency in line of the same; thence
10. Along the same, North 29°11'38" East, a distance of 22.56 feet to a point in line of the same; thence
11. Departing said dividing line on a non-tangent curve to the right having a radius of 50.00 feet, an arc length of 40.09 feet, turning a central angle of 45°56'13", the chord of which bears North 79°38'31" East, a chord distance of 39.02 feet to a point of tangency; thence
12. South 77°23'22" East, a distance of 11.11 feet to the intersection of the same with the aforementioned line of Riverview Drive; thence
13. Along said line of Riverview Drive, South 29°29'57" West, a distance of 20.90 feet to a point in line of the same; thence

14. Departing said line of Riverview Drive, North 77°23'22" West, a distance of 5.03 feet to a point of curvature; thence
15. Along a curve to the left having a radius of 30.00 feet, an arc length of 38.37 feet, turning a central angle of 73°17'03", the chord of which bears South 65°58'07" West, a chord distance of 35.81 feet to a point of tangency; thence
16. South 29°19'35" West, a distance of 83.27 feet to a point of curvature; thence
17. Along a curve to the left having a radius of 190.00 feet, an arc length of 29.76 feet, turning a central angle of 8°58'31", the chord of which bears South 24°50'20" West, a chord distance of 29.73 feet to a point of tangency; thence
18. South 20°21'04" West, a distance of 55.97 feet to a point of curvature; thence
19. Along a curve to the right having a radius of 210.00 feet, an arc length of 10.24 feet, turning a central angle of 2°47'41", the chord of which bears South 21°44'55" West, a chord distance of 10.24 feet to the intersection of the same with the aforementioned line of Riverview Drive; thence
20. Along said line of Riverview Drive, non-tangent to the previous course, on a curve to the right having a radius of 1,280.62 feet, an arc length of 101.64 feet, turning a central angle of 4°32'52", the chord of which bears South 40°10'30" West, a chord distance of 101.62 feet to a point of compound curvature in line of the same; thence
21. Along the same on a curve to the right having a radius of 1,244.27 feet, an arc length of 126.41 feet, turning a central angle of 5°49'16", the chord of which bears South 51°24'25" West, a chord distance of 126.36 feet to the point and place of **BEGINNING**.

The above-described Utility Easement contains 6,549 Square Feet of Land or 0.150 Acre, more or less.

Subject to covenants, easements, restrictions and any matters of record.

This description is prepared in accordance with a map entitled "Utility Easement Exhibit, Block 179, Lot 7, Borough of Totowa, Passaic County, N.J.", prepared by PSEG Services Corporation, Surveys & Mapping, 80 Park Plaza, T6B, Newark, N.J. 07102, dated May 22, 2026.



Digitally signed
by Michael
Ragsdale
Date: 2026.05.26
10:44:40 -04'00'

Michael D. Ragsdale, P.L.S.
NJ Professional Land Surveyor
No. 24GS04332300

**METES AND BOUNDS DESCRIPTION
PROPOSED 20' WIDE UTILITY EASEMENT
BLOCK 181, TAX LOT 3
BOROUGH OF TOTOWA
PASSAIC COUNTY, NEW JERSEY**

BEGINNING at the point of intersection of the southeasterly sideline of Riverview Drive (50-foot Wide Right-of-Way per Tax Map) with the northerly line of Proposed 20-foot Wide Utility Easement (as about to be described herein) through and across lands now or formerly of the Passaic Valley Water Commission ("PVWC"; Tax Lot 3, Block 181); furthermore said beginning point having New Jersey State Plane Coordinate System Grid Values [NAD 1983 (2011)] of North: 747,781.36 feet; East: 568,142.95 feet, running thence along the ground in the NAD 1983 (2011) N.J.S.P.C.S. bearing base the following four (4) courses:

- 1. Departing said line of Riverview Drive through and across said lands of PVWC, South 77°36'25" East, a distance of 181.09 feet, more or less, to the intersection of the same with the municipal boundary between the Borough of Totowa and the Township of Little Falls; thence
- 2. Along said municipal boundary, South 39°22'25" West, a distance of 22.44 feet, more or less; thence
- 3. Departing said municipal boundary, North 77°36'25" West, a distance of 177.06 feet, more or less, to the intersection of the same with the aforementioned line of Riverview Drive; thence
- 4. Along said line of Riverview Drive, North 29°29'57" East, a distance of 20.93 feet to the point and place of **BEGINNING**.

The above-described Utility Easement contains 3,581 Square Feet of Land or 0.082 Acre, more or less.

Subject to covenants, easements, restrictions and any matters of record.

This description is prepared in accordance with a map entitled "Easement Exhibit, Block 181, Lot 3, Borough of Totowa, Passaic County, N.J.", prepared by PSEG Services Corporation, Surveys & Mapping, 80 Park Plaza, T6B, Newark, N.J. 07102, dated May 22, 2026.



Digitally signed by
Michael Ragsdale
Date: 2026.05.26
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Michael D. Ragsdale, P.L.S.
NJ Professional Land Surveyor
No. 24GS04332300