



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-1

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 24, 2025

INTRODUCED BY COMMISSIONER: **CARMEN DEPADUA**

SECOND BY COMMISSIONER: **RON VAN RENSALIER**

BE IT RESOLVED That Passaic Valley Water Commission will hold its Regular Public Meeting

On the **Fourth Wednesday** of every month, Except for November which will be held on the Fourth Tuesday, and December which will be held on the Third Wednesday or as Otherwise scheduled; and

BE IT RESOLVED; the public meetings will commence at **10:00 a.m.**


BE IT FURTHER RESOLVED That Workshop sessions, where deemed necessary, will be held as scheduled, with all parties being notified in accordance with law; and

BE IT FURTHER RESOLVED, all meetings will be held at 1525 Main Ave., Clifton, N.J.,

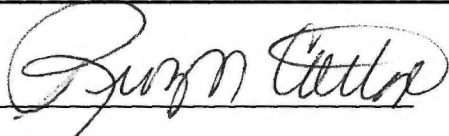
ADOPTED, on call of roll, Ayes: 7

	AYE	NAY	ABSTAIN	ABSENT
VAN RENSALIER, RON	<u>X</u>			
COTTON, RUBY N.	<u>X</u>			
DEPADUA, CARMEN	<u>X</u>			
RIZZI, DEBORAH	<u>X</u>			
LEVINE, JEFF	<u>X</u>			
GERALD FRIEND	<u>X</u>			
SANCHEZ, RIGO	<u>X</u>			

 PRESIDENT



 SECRETARY





PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of January 24, 2025.

A handwritten signature in blue ink, which appears to read "Louis Amodio", is written over a solid black horizontal line.

LOUIS AMODIO
Administrative Secretary

RESOLUTION #25-002

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Adopted: January 24, 2025

INTRODUCED BY COMMISSIONER CARMEN DEPADUA;

SECOND BY COMMISSIONER RON VAN RENSA LIER:

BE IT RESOLVED, That Passaic Valley Water Commission does hereby designate the following Banks and Trust Companies; and their successors or assigns, as official depositories for funds of this Commission:

Capital One Bank	Kearny Bank
Crown Bank	M & T Bank
Wilmington Trust	Valley Bank
Union County Bank	Bank of America
Peapack-Gladstone Bank	Popular Bank
Blue Foundry Bank	

BE IT RESOLVED, that in accordance with existing Statute, the following three signatures be designated as the proper officers to execute all warrants for withdrawal of funds of this Commission: the President, Chief Financial Officer, and any other Commissioner serving in a current term:

Hon. Gerald G. Friend	Hon. Deborah Rizzi
Hon. Jeff Levine	Hon. Ruby Cotton
Hon. Rigo Sanchez	Hon. Ron Van Rensalier
Hon. Carmen DePadua	

BE IT FURTHER RESOLVED that this resolution shall supersede all prior resolutions of this Commission dealing with the withdrawal of Commission funds; and

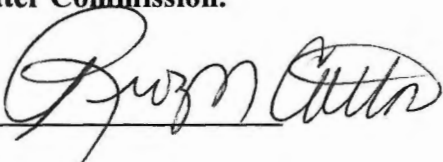
BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon approval by this Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

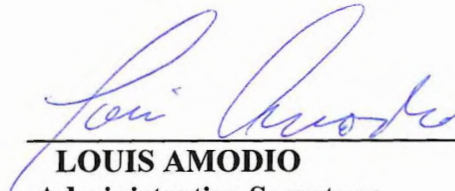


Secretary
RUBY N. COTTON

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

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 January 24, 2025.


LOUIS AMODIO
Administrative Secretary

RESOLUTION #25-003
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: January 24, 2025

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Comptroller/CFO.

Introduced by Commissioner **CARMEN DEPADUA**;

Seconded by Commissioner **RON VAN RENSALIER**.

WHEREAS, claims of payment by Passaic Valley Water Commission should be first submitted to the Board of Commissioners for consideration before payment, and

WHEREAS, due to the nature of certain claims and timing of particular meetings involved, certain claims should be paid when presented which are statutory and regular in nature, rather than held for the next Commission meeting.

NOW THEREFORE BE IT RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer has the following authority:

Passaic Valley Water Commission does hereby approve the payment between meetings of the following claims for payment, when the same are presented:

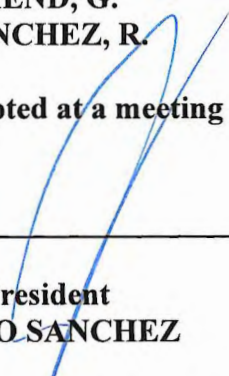
- 1) Payroll obligations and withholdings
- 2) Required payments to the North Jersey District Water Supply Commission
- 3) Real estate taxes
- 4) Banks for investment purposes, transfers, and debt service obligations
- 5) Utility Payments
- 6) Postage
- 7) Insurance Costs
- 8) State of New Jersey – Application Fees, Permit Fees, State Surcharges, DEP Fees and License Fees
- 9) Educational conference and registration fees
- 10) Reissue of lost or mutilated checks after stop payment has been enforced
- 11) Employee benefits
- 12) Payments necessary to all vendors that require compliance with the 2006 Prompt Payment Law, Chapter 96, whereby the Commission shall pay the bill not more than 30 calendar days after the billing date to avoid billable late charges
- 13) Replenishment of escrow funds for police traffic control
- 14) Contract invoices that will be more than 30 days old before the next scheduled Commission meeting
- 15) Employee expense reimbursements
- 16) Police traffic control
- 17) Customer refunds
- 18) Invoices that will be 60 days or older by the next scheduled Commission meeting
- 19) Petty cash funds replenishment
- 20) Settlements/claims authorized by the PVWC Board of Commissioners
- 21) All other bills that require payment outside of Commission meetings must be verbally approved by one Finance Committee member

BE IT FURTHER RESOLVED by the Passaic Valley Water Commission Board of Commissioners that the Chief Financial Officer is hereby authorized and directed to prepare the proper vouchers for payment of the above recited accounts when same is properly presented to him/her for payment, and thereafter said claim shall be transcribed on the next scheduled Bill list to be approved by the Board of Commissioners

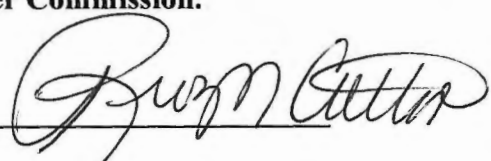
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

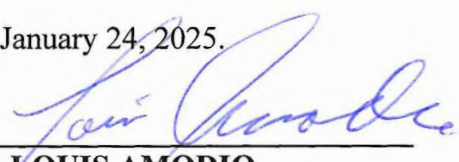


Secretary
RUBY N. COTTON

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CERTIFICATION

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LOUIS AMODIO
Administrative Secretary

RESOLUTION #25 - 004

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

Date of Adoption: JANUARY 24, 2025

Approved as to form and legality by the Law Department on basis of facts set forth by Yitzchak Weiss, Chief Financial Officer.

Introduced by Commissioner **CARMEN DEPADUA**;

Seconded by Commissioner **RON VAN RENSALIER**.

Whereas, the Passaic Valley Water Commission (hereinafter "PVWC") has funds segregated for Self-Insurance, Meter Deposits, Contingencies, Bond Construction/Project Fund, Renewal and Replacement Reserves, Operating Reserves, Debt Service Reserve and other funds (collectively, the "Funds"); and

Whereas, the Funds are invested in authorized investments for time periods of up to one year or deposited into interest/dividend bearing accounts; and

Whereas, PVWC is exercising its best efforts to maximize investment returns earned on said funds; and

Whereas, the ability to invest with all New Jersey banking institutions covered by the Governmental Unit Deposit Protection Act ("GUDPA"), N.J.S.A. 17:9-41 et seq. does not necessarily enable PVWC to seek the best possible rates; and

Whereas, LFN 2017-24 from the New Jersey Division of Local Government Services permits investment in certain municipal debt obligations for a period of not more than 397 days; and

Whereas, the PVWC General Bond Resolution limits the term on certain investments to no more than one year; and

Whereas, PVWC, with the input of its financial advisor, has determined that a fiscally responsible limit on such investments so as to diversify holdings would limit any one credit to \$10,000,000;

Now therefore, be it resolved, by PVWC, in the County of Passaic, New Jersey:

That the Comptroller/CFO of PVWC is hereby authorized to invest the Funds (i) with any New Jersey banking institution covered by GUDPA and (ii) in short-term obligations of New Jersey government agencies and entities outlined in LFN 2017-24 which have (A) a final maturity date that is not longer than 12 months from the date of purchase in the case of any Funds that are subject to the General Bond Resolution and 397 days otherwise (but if longer than 12 months, the maturity shall approximate the prospective uses of the funds invested) and (B) a minimum issuer investment grade rating of "A3" or "A-" (or equivalent) by Moody's, Standard and Poor's, or Fitch or a recent bond issue so rated. A rating of the bonds or notes is not required. The phrase "short term obligations" includes bonds which have a maturity or redemption date of no longer than 12 months from the date of purchase. The PVWC may jointly purchase any such investments with any municipality, county or authority that is authorized to make such investments. The CFO is hereby authorized to seek the assistance of the PVWC's financial advisor and/or bond counsel when making such purchases and is directed to diversify the PVWC's investment in such notes

and bonds, so that no more than \$10,000,000 of PVWC funds be invested at any time in any one note or bond.

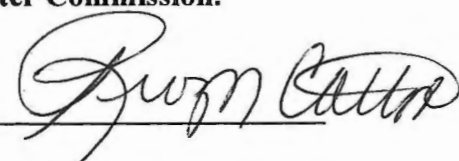
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

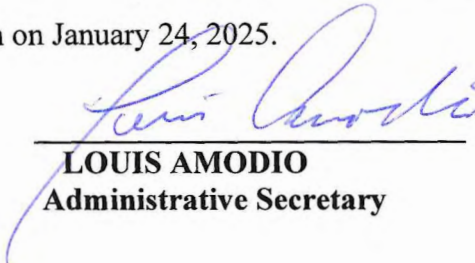


Secretary
RUBY N. COTTON

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LOUIS AMODIO
Administrative Secretary

**RESOLUTION NO. 25-005
PASSAIC VALLEY WATER COMMISSION**

**RESOLUTION FOR DESIGNATING ITS PUBLIC AGENCY COMPLIANCE
OFFICER (P.A.C.O)**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, all Public Agencies that award contracts for goods and service vendors and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.S.A. 17:27-1.1 et seq.; and

WHEREAS, the law and regulations are applicable to Public Agencies; and the Division of Contract Compliance and Equal Employment of the New Jersey Department of the Treasury (the "Division") representatives periodically review Public Agency contracting processes to ensure that they are complying with Affirmative Action requirements; and

WHEREAS, the results of such review will be a determination that PVWC is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner; and

WHEREAS, if the result is Satisfactory, then PVWC need only maintain its compliance, whereas if the result is Unsatisfactory, PVWC may be required to make corrections to its process, and may result in issuance of sanctions or referral to the Attorney General for appropriate enforcement action in case of continued non-compliance; and

WHEREAS, in accordance with said law and regulations, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer ("P.A.C.O.") in accordance with N.J.S.A. 17:27-3.2; and

WHEREAS, PVWC hereby designates Lisa Bresemann to serve as PVWC's Public Agency Compliance Officer; and

WHEREAS, the electronic form entitled "Designation of Public Agency Compliance Officer ("P.A.C.O.") located on the State agency website at https://www.state.nj.us/treasury/assets/contact/contract_compliance/conta

ct-contract_compliance-paco.shtml will be e-filed with the State of New Jersey, Department of the Treasury, Public Contracts Equal Employment Opportunity Compliance Monitoring Program;

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

1. That Lisa Bresemann is hereby appointed to serve as Public Agency Compliance Officer for PVWC, and
2. That the Administrative Secretary of PVWC shall attest to the appointment and such 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 a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

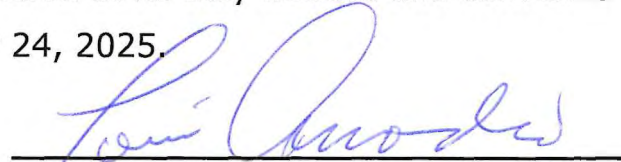


Secretary
RUBY N. COTTON

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LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 25-006

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 24-PA-05 ENTITLED
"PROFESSIONAL SERVICES FOR DOCUMENT RETENTION
AND RETENTION SOLUTIONS"**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSA LIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary un-specifiable Services) for Project No. 24-PA-05 entitled "Professional Services for Document Retention and Retention Solutions" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received responses to provide professional services (or extraordinary un-specifiable services) related to the Project from two (2) professionals (or provider(s) of extraordinary un-specifiable services); and

WHEREAS, responses received for the Project have been evaluated by PVWC based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on the said evaluation of the responses received, the firm of **RICOH USA, Inc.** of Exton, Pennsylvania, (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 5, 2024 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$59,700.00 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

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

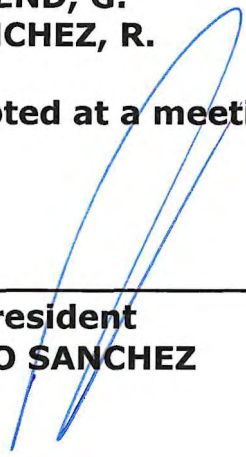
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 19:44A-20.7, and in accordance with said Response, as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution and Agreement shall be placed on file and made available for inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

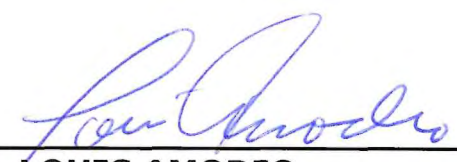


Secretary
RUBY N. COTTON

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CERTIFICATION

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LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

APPENDIX C

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 *et seq.*), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and RICOH USA, Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 300 Eagleview Boulevard, Suite 200, Exton, Pennsylvania; and

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **24-PA-05** entitled "**PROFESSIONAL SERVICES FOR DOCUMENT MANAGEMENT AND RETENTION SOLUTIONS**"; and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Qualifications for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & E of the Solicitation (and including, where applicable, Appendix F with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S Statement of Qualifications dated December 5, 2024, are collectively referred to herein as the "QUALIFICATIONS"; and

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

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in Appendix E or in accordance with the QUALIFICATIONS not to exceed \$59,700.00.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

- A. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate (Completed Operations must be included)
- B. Business Automobile Liability: \$1,000,000 combined single limit any one accident (All owned, hired or non-owned automobiles used in connection with this agreement)
- C. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$2,000,000 annual aggregate (Must not contain cyber, privacy or network-related exclusions)
- D. Workers' Compensation: Statutory
- E. Employers' Liability: \$1,000,000
- F. Crime: \$1,000,000 (Must include Employee Theft and Client Coverage)

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

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

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

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

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

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

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

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

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

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

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

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

g) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as

established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

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

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

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

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

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

21. PROFESSIONAL understands and agrees that upon submission to PVWC and upon receipt of proper payment as provided for in this AGREEMENT, any reports, data, logs or other information provided to PVWC pursuant to the terms and conditions of this AGREEMENT (and which

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

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

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

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

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

RICOH USA, INC.

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
President

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 24-PA-05
"Professional Services for Document Management
and Retention Solutions"
RICOH USA, Inc.

Amount of Project or Contract:
\$59,700.00 – Project No. 24-PA-05

1. Account Number: 001-0901-419-33-01
2. Specific Appropriation to which expenditures will be charged:
Capital - 2025

Other comments: One Year Commencing in January 2025

Date of Certification: January 24, 2025

Amount Certified: \$59,700.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-007

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT NO. 19-B-34 ENTITLED
"LIQUID RESIDUALS HAULING SERVICES"**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSA LIER**

WHEREAS, PVWC awarded Award Contract No. 19-B-34 entitled "Liquid Residuals Hauling Services" (the "Contract") to Russell Reid Hauling and Disposal Service, Co. ("Russell Reid") of Keasbey, New Jersey at PVWC's Commission Meeting on November 18, 2019, not to exceed \$5,367,600 under Resolution No. 19-110; and

WHEREAS, PVWC renewed their contract with Russell Reid at the PVWC's Commission Meeting on September 28, 2022 pursuant to Resolution No. 22-90 for a term of one year; and again on September 27, 2023 pursuant to Resolution 23-126 for a term of one year in the amount of \$1,933,200.00 September: and

WHEREAS, Proposed Change Order No. 1 is required to pay additional quantities for the receiving and disposing of liquid residuals under this Agreement to accommodate PVWC's increased demands as described in **Exhibit A**, with a total increase of \$422,849.91) which brings the total adjusted Contract Price up to \$2,356,049.91; and

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

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

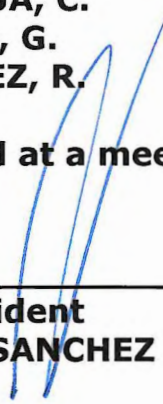
1. That PVWC hereby authorizes and awards a Change Order No. 1 to the terms as set forth hereinabove; and

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

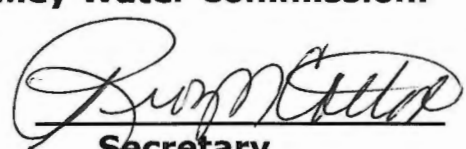
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

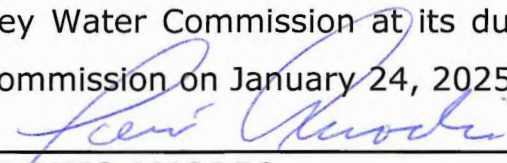


Secretary
RUBY N. COTTON

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

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 dully noticed and convened meeting of the said Commission on January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



Executive Director
James Mueller

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

COMMISSIONERS

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

To: Commissioners
From: Wendy Simone, Water Superintendent, Lab Manager
Cc: Lisa Bresemann, Purchasing Agent
Re: Residual Contract 19-B-34

Environmental issues can impact our residuals hauling and this summer we had unusually dry conditions. The drought conditions led to higher organics as a result of upstream wastewater discharges. To combat this, we increased the ferric sulfate dose to treat the water. These higher ferric sulfate dosages create an increase in sludge which led to the increase in residual (sludge) hauling.

EXHIBIT B

RESOLUTION NO. 25-010

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR
PROJECT NO. 23-PE-16 ENTITLED
"PROFESSIONAL SERVICES FOR PROVIDING ENHANCEMENTS TO
ESRI APPLICATIONS AND GEODATABASES"**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSA LIER**

WHEREAS, PVWC awarded Contract No. 23-PE-16 entitled "Professional Services for Providing Enhancements to ESRI Applications and Geodatabases" (the "Project") under Resolution 24-011 to Mott MacDonald, LLC of Iselin, New Jersey at PVWC's Commission Meeting on January 24, 2024, commencing March 10, 2024 and expiring on March 10, 2025; all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$100,000.00; and

WHEREAS, Mott MacDonald LLC has been assisting the PVWC with routine GIS work and ESRI support while PVWC's GIS Specialist was on maternity leave; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to continue support for that project and increase the Contract Price with an additional increase of \$30,000.00 which brings the total adjusted Contract Price up to \$130,000.00; and

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

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

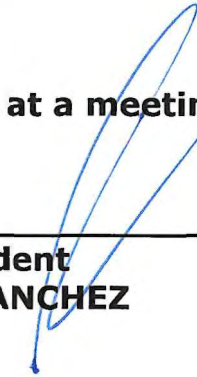
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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


RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ




Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RESOLUTION # 25-011

**RESOLUTION APPROVING AMENDMENT, CHANGE ORDER NO. 4 FOR
CONTRACT 22-B-07 ENTITLED "WATER TRANSMISSION MAIN
IMPROVEMENTS TO THE INDUSTRIAL LOOP"**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSALEIR**

WHEREAS, Contract No. 22-B-07 entitled "Water Transmission Main Improvements to the Industrial Loop" (the "Contract") was awarded to Grade Construction of Paterson, New Jersey ("Grade") of Fair Lawn, New Jersey (the "Contractor") at PVWC's Commission Meeting dated May 11, 2022 (PVWC Resolution 22-053) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$6,199,555.39; and

WHEREAS, Change Order No. 1 covered the unexpected removal of 6-inches thick of concrete subbase and additional test pitting used to investigate unknown subsurface conditions for removal and stockpiling of abandoned PSE&G gas mains that obstructed the work area which increased the total adjusted Contract Price by \$122,175.90, bringing the revised not to exceed to a total of \$6,321,731.29; and

WHEREAS, Change Order No. 2 covered out-of-scope work due to unexpected subsurface conditions which included unexpected removal of and stockpiling of abandoned PSE&G gas mains that are obstructing the work area, removal of buried concrete valve chamber, removal of concrete saddle around 48-inch inlet line to Levine Reservoir, repairs to damaged unmarked electrical conduit, replacement of storm inlet and additional test pitting which further increased the total adjusted Contract Price by \$141,180.87, bringing the revised not to exceed to a total of \$6,462,912.16; and

WHEREAS, Change Order No. 3 covered out-of-scope work which included the installation of yard fencing to protect materials stored onsite due to issues that the Contractor was having with the homeless encampment,

procurement and installation of stop logs at the Levine Reservoir for isolation of the inlet line to the reservoir and relocation of the storm sewer system on 21st Avenue which further increased the total adjusted Contract Price by \$289,962.40 bringing the revised not to exceed to a total of \$6,752,874.56; and

WHEREAS, Proposed Change Order No. 4 is to cover out-of-scope work which includes eliminating utility conflicts by relocating storm sewers, delays with sanitary sewer markouts, and additional costs of uniform police traffic directors which further increases the total adjusted Contract Price by \$195,805.71, as recommended in the correspondences from the Resident Engineer, Remington & Vernick Engineers on January 15, 2025 is attached hereto as **Exhibit A**, bringing the revised not to exceed to a total of \$6,948,680.27 (total increase of 12.1% to the original price); and

WHEREAS, the Chief Engineer has reviewed Remington & Vernick Engineers Proposal 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, as described in the memorandum and 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 attached hereto as **Exhibit C**;

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ



Secretary
RUBY N. COTTON

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

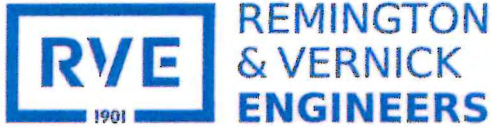
CERTIFICATION

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

January 15, 2025

Patrick Porcaro, P.E., Director of Engineering
Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

**Re: Passaic Valley Water Commission
Contract #22-B-7, Water Transmission Main Improvements to the Industrial Loop
Change Order #4
RVE #3797X030**

Dear Mr. Porcaro:

As per our previous conversations, attached please find the proposed Change Order #4 for the above-mentioned project. The Change encompasses several scope modifications caused by unanticipated field conditions and unforeseen events during the course of construction of the project to date. These items are proposed changes from Grade Construction that RVE has reviewed and recommends for Commission approval.

An item-by-item description of the changes follows (Supplemental Item S-1 through S-17 were the subject of the previous Change Orders). Please note that there are several other Proposed Change Orders (PCO's) that have been submitted by Grade, mostly relating to claims for costs incurred by the delays at 21st Street and Totowa Avenue. These claims were not reviewed as a part of this Change Order; they will be negotiated with Grade at a later date.

1. Supplemental Item S-18 – Replacement of Inlet Near Interconnection Chamber

As part of the installation of the 48-inch water main in 21st Avenue, was found to be in poor condition, such that it was not possible to protect it from deleterious impacts of the water main construction. As a result, Grade was authorized by PVWC to procure and install a replacement precast structure.

Included as a part of their proposed Change Order (PCO-026), the cost of the inlet replacement as approved by RVE and PVWC totals \$7,850.64. RVE concurs with this value and recommends inclusion of same in C.O. #4.

2. Supplemental Item S-19 – Relocate Storm Drain at 21st Avenue and Jackson Street

During water main work on 21st Avenue near Jackson Street, it was discovered that a storm drain line required relocation to accommodate the tie-in of the previously-installed 12-inch line in 21st Avenue with the existing 8-inch line on Jackson Street (this connection could not be made until after the 48-inch water main line was installed. Grade was authorized by PVWC to relocate the drain line laterally to provide sufficient space for the tie-in to be installed.

Included as a part of their proposed Change Order (PCO-027), the cost of the drain relocation as approved by RVE and PVWC totals \$12,995.07. RVE concurs with this value and recommends inclusion of same in C.O. #4.

3. Extra Item 49E – Additional Uniformed Traffic Control Officers

As the Commission is aware, the construction of the water main on 21st Avenue has taken significantly longer than was originally anticipated. The ultimate cost of and responsibility for this delay is under negotiation between Grade, PVWC and RVE; however, the delays necessitated additional police presence for traffic control that must be addressed at this time to enable payment of the officers.

The original contract (from 2022) contained an allowance of \$150,000 for uniformed traffic control officers. This allowance has been steadily drawn down during the course of work; and was exhausted in 2024. Officers have been continued to be present at the work site; to date, police costs have totaled \$237,453.30. This is \$112,453.30 over the allowance, and RVE notes that additional police presence will be required to complete the work, both at 21st Avenue and near the Levine Reservoir. To ensure these costs are covered, Item 49E will be added to the Contract in the amount of \$175,000.00; Grade and RVE anticipate that this amount will be sufficient to cover traffic control for the remaining work in the Contract. RVE recommends this amount be included in Change Order #4.

The total recommended Change Order amount is \$195,805.71. When added to the value of C.O. #1 (\$122,175.90) C.O. #2 (\$141,180.31), and Change Order #3 (\$289,962.40) this represents a total increase to date in the Contract Value of 12.08% (an updated Change Order Log for the project is attached for your reference). RVE recommends approval of this C.O. at the Commission's meeting on January 22, 2025. If you have any questions regarding this matter, please do not hesitate to contact the undersigned at 609-760-0543. Thank you.

Sincerely,

REMINGTON & VERNICK ENGINEERS



Mark A. Hubal, P.E., BCEE

Enclosures

cc: Jaroslaw Adamkiewicz, PVWC
Alexandra Wells, PVWC
Stephanie Cuthbert, RVE
Gregory Sullivan, RVE
Gabriel Parent, RVE

T:\2020 Forward - WATER & WASTEWATER PROJECTS\NJ Passaic\Passaic Valley Water Commission\3797X030 - Levine Industrial Loop\Construction\Change Orders\CO 3 Supporting Documents\3797X030 CO#3 to PVWC - 20240918.doc

EXHIBIT B

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: January 15, 2025

To: J. Mueller

From: P. Porcaro

cc: C. Vozzella, A. Wells, L. Bresemann, Y. Weiss

Re: Resolution No. 25-011: Change Order No. 4 for Contract 22-B-07 Entitled "Water Transmission Main Improvements to the Industrial Loop"

Contract 22-B-07 entitled "Water Transmission Main Improvements to the Industrial Loop" was awarded to Grade Construction (Grade), of Fair Lawn, New Jersey at PVWC's May 11, 2022 Commission Meeting (Resolution No. 22-053) with a not to exceed amount of \$6,199,555.39.

Change Order No. 1 covered the unexpected removal of 6-inches thick of concrete subbase and additional test pitting used to investigate unknown subsurface conditions for removal and stockpiling of abandoned PSE&G gas mains that obstructed the work area which increased the total adjusted Contract Price by \$122,175.90.

Change Order No. 2 covered out-of-scope work due to unexpected subsurface conditions which included unexpected removal of and stockpiling of abandoned PSE&G gas mains that are obstructing the work area, removal of buried concrete valve chamber, removal of concrete saddle around 48-inch inlet line to Levine Reservoir, repairs to damaged unmarked electrical conduit, replacement of storm inlet and additional test pitting which further increased the total adjusted Contract Price by \$141,180.87.

Change Order No. 3 covered out-of-scope work which included the installation of yard fencing to protect materials stored onsite due to issues that the Contractor was having with the homeless encampment, procurement and installation of stop logs at the Levine Reservoir for isolation of the inlet line to the reservoir and the relocation of the storm sewer system on 21st Avenue which further increased the total adjusted Contract Price by \$289,962.40. The additional work and unexpected delays due to NJDOT permitting issues will require time extension to the existing contract to April 30, 2025.

Proposed Change Order No. 4 is to cover eliminating utility conflicts by relocating storm sewers, delays with sanitary sewer mark-outs and additional costs of uniform police traffic directors which further increases the total adjusted Contract price by \$195,805.71, as recommended in the correspondence from the Resident Engineer, Remington & Vernick Engineers on January 15, 2025 bringing the revised not to exceed to a total of \$6,948,680.27 (total increase of 12.1% to the original price).

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

Description of Project or Contract: Contract No. 22-B-07 – Change Order No. 4
“Water Transmission Main Improvements to
The Industrial Loop”
Grade Construction

Amount of Project or Contract:

Contract No. 22-B-07
Increase of \$145,823.20
Not to Exceed \$6,898,697.76

1. Acct: # 001-0901-419-95-14
CAPITAL/Transmission Mains/Pipes
2. Specific Appropriation to which expenditures will be charged:
CAPITAL – 2025

Other comments: Change Order Number 4 – Increase of \$145,823.20
for a New Not-to-Exceed of \$6,898,697.76

Date of Certification: Janaury 24, 2025

Amount Certified: \$6,898,697.76

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-012

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSALIER**

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

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

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

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

WHEREAS, it is also recommended that PVWC provides the Contractor with a time extension to the existing contract from December 31, 2024 to September 1, 2025 to provide Contractor additional time to complete all remaining recovery work due to long-lead items for the flood repairs; and

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

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of September 1, 2025; and


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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

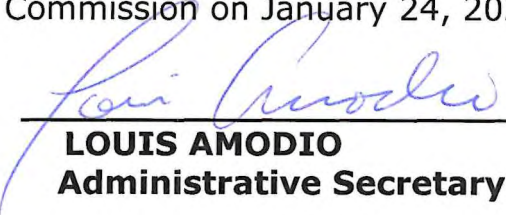


Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 24-013

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR UTILITY ENCROACHMENT AGREEMENT
BETWEEN PSE&G - VERIZON AND PVWC**

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Public Service Electric and Gas Company (PSE&G) is the fee simple title owner of property designated as Lot 35 in Block 603, and Lot 26 in Block 706 on the official tax maps of the Borough of West Caldwell; and

WHEREAS, by Deed of Easement dated December 28, 2009, attached hereto as **Exhibit B**, PSE&G granted a certain Deed of Easement ("Easement") to Passaic Valley Water Commission ("Grantor" or "PVWC") for the right to maintain and operate a 36-inch diameter water line and ancillary equipment, which Easement was recorded in Book 12235 Page 1487 on January 7, 2010, as Instrument No. 10002040 in the Essex County Register's Office; and

WHEREAS, PSE&G is about to enter into a certain Site Agreement (Wireless Communications) with New York SMSA Limited Partnership d/b/a Verizon Wireless ("Grantee") pursuant to which Grantee is granted a license to operate a wireless communication facility and uses incidental thereto, in conjunction with PSE&G's ownership of an electric transmission tower and related improvements; and

WHEREAS, PVWC shall enter into an Agreement with Grantee for all Permitted Activities to be conducted within and in close proximity to the Easement granted to the PVWC as described in **Exhibits A and D** attached herein; and

WHEREAS, PVWC shall grant the Grantee the right to utilize the PVWC Easement for all Permitted Activities in accordance with PVWC's conditions described in **Exhibits A and C** attached herein.

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

1. That in accordance with the terms of the Agreement, the Commissioners hereby resolve to allow the Grantee access to perform all Permitted Activities subject to PVWC's conditions as described herein.
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.
- 3) This resolution shall take effect immediately.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ

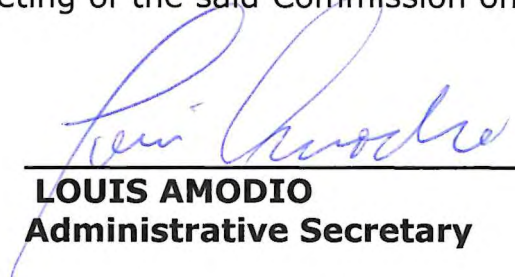


Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, by and between Passaic Valley Water Commission, with its principal offices located at 1525 Main Avenue, Clifton, New Jersey 07011, hereinafter referred to as “**GRANTOR**”; and New York SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as “**GRANTEE**.”

WITNESSETH:

WHEREAS, Public Service Electric and Gas Company (PSE&G) is the fee simple title owner of property designated as Lot 35 in Block 603, and Lot 26 in Block 706 on the official tax maps of the Borough of West Caldwell; and

WHEREAS, by Deed of Easement dated December 28, 2009, PSE&G granted a certain Deed of Easement (“Easement”) to Grantor for the right to maintain and operate a 36 inch diameter water line and ancillary equipment, which Easement was recorded in Book 12235 Page 1487 on January 7, 2010, as Instrument No. 10002040 in the Essex County Register’s Office; and

WHEREAS, the Grantor’s right to construct such improvements as authorized by the Easement and the real property, which is subject to such Easement rights, were more particularly set forth on **Exhibit B** to said Easement; and

WHEREAS, PSE&G is about to enter into a certain Site Agreement (Wireless Communications) with Grantee (“Site Agreement”) pursuant to which Grantee is granted a license to operate a wireless communication facility and uses incidental thereto, in conjunction with PSE&G’s ownership of an electric transmission tower and related improvements; and

WHEREAS, in conjunction with Grantee’s Site Agreement, it requires the right to install, construct and maintain certain electrical connections and related improvements inclusive of a ground ring in conjunction with Grantee’s equipment installation within the Easement granted to Grantor, inclusive of a right of ingress and egress along and over said Easement in connection with the purpose related thereto (“Permitted Activities”), as more particularly set forth on **Exhibit B** attached hereto and incorporated herein.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the sum of ten (\$10.00) dollars, the receipt of which is hereby acknowledged by Grantor, it is agreed by and between Grantor and Grantee as follows:

1. Grantor hereby grants to Grantee the right to utilize the Easement for Grantee’s Permitted Activities, together with the right of ingress and egress over and along said Easement and for the purpose related thereto, as more particularly set forth on **Exhibit B** attached hereto and incorporated herein.
2. The right granted to Grantee to utilize the Easement for the Permitted Activities is subject to the following conditions:
 - A. Grantee is not permitted to erect any building or structure of any nature whatsoever within the Easement.
 - B. Grantee, its heirs, successors and assigns shall have the right of ingress and egress over said Easement for the Grantee’s Permitted Activities. The Grantee must ensure the protection of the Grantor’s assets during construction activities by using load distribution plates, conducting vibrational monitoring, placing signage and performing all recommendations in the memorandum by H2M Associates, Inc. of Parsippany, New Jersey dated December 6, 2024, as detailed in **Exhibit C**. Additionally, a vertical separation of 12-inches shall be maintained from PVWC’s buried assets and a 6-inch envelope of fine-graded sand shall be required around the conduit(s) to be installed with detectable utility marking tape along the length of the PVWC’s easement.
 - C. Grantee shall perform all the Work and Permitted Activities in the Easement Area in accordance with the PVWC Utility Encroachment Agreement dated March 8, 2024, and all applicable laws, statutes, orders, regulations, ordinances, approvals and directives of all governmental agencies having jurisdiction and in a good and workmanlike manner.
 - D. Grantee shall not store any equipment, materials or items of any kind within the Easement Area

- E. Grantee accepts said Easement and will properly maintain the electrical service connection within the Easement, at the Grantee's sole cost and expense.
- F. The term of this Agreement shall run contemporaneously with the term of Grantee's Site Agreement with PSE&G.
- G. This Agreement shall be authorized to be recorded in the Essex County Clerk's Office at the sole cost and expense of Grantee.
- H. All notices under this Agreement must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier provided the courier's regular business is delivery service and provided that it guaranties delivery to the addressee by the end of the next business day following the courier's receipt from the sender addressed as follows:

GRANTOR: Passaic Valley Water Commission
1525 Main Avenue
Clifton, New Jersey 07011

GRANTEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

- I. Each party represents to the other that it has full authority to enter into and execute this Agreement.
- J. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of each party.
- K. The performance of this Agreement shall be governed, interpreted, and constructed under the laws of the State of New Jersey.
- L. This Agreement contains all agreements, promises and understandings between the Grantor and Grantee regarding this transaction and that no oral agreement, promise or understanding shall be binding upon either party in any dispute, controversy or proceeding.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto affixed their hands and seals the day and year first herein above written.

GRANTOR:
Passaic Valley Water Commission

GRANTEE:
New York SMSA Limited Partnership d/b/a
Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

(Notary for Grantor)

State of _____

County of _____

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

State of _____

County of _____

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires: _____.

EXHIBIT B

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE
 HALL OF RECORDS, ROOM 130
 465 MARTIN LUTHER KING Jr. Blvd
 NEWARK NJ 07102

INSTRUMENT NUMBER: 10002040	DOCUMENT TYPE: DEED
---------------------------------------	-------------------------------

Official Use Only

PHILIP THIGPEN, REGISTER
 ESSEX COUNTY, NJ
 INSTRUMENT NUMBER
 10002040
 RECORDED ON
 January 7, 2010 03:01 pm
 BOOK:12235 PAGE:1487
 LJ

Return Address (for recorded documents)

WATERS, MC PHERSON & MC NEILL
 300 LIGHTING WAY
 P.O. BOX 1560
 SECAUCUS NJ 07096

No. Of Pages (excluding Summary Sheet)	24
Recording Fee (excluding Transfer Tax)	\$270.00
Realty Transfer Tax	\$0.00
Amount Charged (Check # 133)	\$270.00

CONSIDERATION (R) \$0.00

MAIL COPY _____
 NO COPY _____
 ENVELOPE _____

Municipality	CEDAR GROVE
Parcel Information	Block 310 Lot 50.02
First Party Name	PUBLIC SERVICE ELECTRIC AND GA
Second Party Name	PASSAIC VALLEY WATER COMMISSIO

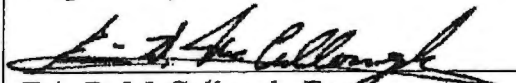
ADDITIONAL STAMPINGS _____

Additional Information (Official Use Only)

***** DO NOT REMOVE THIS PAGE. *****
 COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
 ***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

Deed of Easement

Prepared By:


Eric D. McCullough, Esq.

This Deed of Easement is made as of December 28, 2009,

BETWEEN

PUBLIC SERVICE ELECTRIC AND GAS COMPANY ("Grantor"), a corporation of the State of New Jersey having an address at 80 Park Plaza, Newark, New Jersey 07102.

AND

PASSAIC VALLEY WATER COMMISSION ("Grantee"), a body politic and corporate of the State of New Jersey whose address is 1525 Main Avenue, Clifton, New Jersey 07011.

RECITALS:

WHEREAS, Grantor is the owner of land known as the Athenia-Roseland Right-of-Way and designated as:

Tax Block 310, Lot 50.02; Block 311, Lot 51; Block 313, Lot 7; and Block 314, Lot 17 in the Township of Cedar Grove, County of Essex and State of New Jersey;

Tax Block 66, Lot 4; Block 603, Lot 11; Block 705, Lot 2; Block 802, Lot 2B; Block 803, Lot 3; Block 804, Lot 13; Block 1105, Lot 17; Block 1206, Lot 9; and Block 1207, Lot 1 in the Borough of North Caldwell, County of Essex and State of New Jersey;

Tax Block 407, Lot 14; Block 409, Lot 12; Block 603, Lots 35 and 36; Block 701, Lot 10; Block 706, Lot 26; Block 901, Lots 5 and 14; Block 1002, Lot 27; and Block 1103, Lot 15 in the Township of West Caldwell, County of Essex and State of New Jersey;

(hereinafter collectively, the "Property"); and

WHEREAS, Grantee has installed and constructed, and is desirous of continuing to maintain and operate one (1) thirty-six (36) inch diameter water line(s) and ancillary equipment, as more specifically described in the as-built surveys of the improvements, attached hereto as Exhibit "A" and made a part hereof (the "Utilities") across the Property; and

WHEREAS, Grantor has agreed to provide Grantee with an easement across the Property for the purposes aforesaid;

NOW THEREFORE, in consideration of the sum of ONE MILLION NINE HUNDRED THOUSAND Dollars and xx/100 cents (\$1,900,000.00) and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that Grantee shall have an easement for the location and maintenance of the Utilities across the Property as hereinafter set forth:

1. Grant and Conditions of Easement. Grantor hereby grants and conveys to Grantee the perpetual (subject to the provisions regarding abandonment of same set forth in paragraph 5 below) and non-exclusive right to maintain and operate on the Property, at Grantee's sole cost and expense, the Utilities (the "Easement"). The Utilities shall be located in upon and/or under that portion of the Property as is more specifically described in Exhibit "B" attached hereto and made a part hereof and more specifically depicted on the land map attached hereto and made a part hereof as Exhibit "A". The location and maintenance of the Utilities shall be conducted in a manner so as not to conflict or otherwise interfere with any existing or planned utilities or other improvements.

The Easement granted herein is subject to the following terms and conditions:

a. Subject to any and all easements, rights, privileges, licenses, or grants of whatever nature heretofore given by Grantor or otherwise created, which now exist and which affect the Property, such as but not limited to drainage rights, streets, roadways, telephone lines, telecommunications lines, fiber optic lines, underground conduits, sewers, manholes, pipes, or rights-of-way.

b. Also subject to site, surface or subsurface conditions affecting the Property herein described not disclosed by any instrument recorded in the County Clerk's Offices.

c. Also subject to such state of facts as an accurate survey and a thorough inspection of the Property may disclose.

d. Also subject to any judgment or judgments against Grantor which may be a lien or liens against the lands. The existence of any such judgment or judgments shall not preclude the consummation of this transaction, but in any such case, Grantor will protect, indemnify and hold harmless Grantee from being required to pay said judgments, or any of them, or any part thereof.

e. Grantee, its contractors, subcontractors, agents, invitees, or materialmen shall incur no lien which attaches to the Property. Grantee agrees that it will assume the debt for any such lien and pay such debt in full, commencing from the date hereof.

f. Grantee will pay any increase in municipal, county, state or federal taxes of any nature whatever which are attributable to said water line. Grantee will have the right to administrative and judicial review of taxes or assessments attributable to the Utilities.

g. Also subject to the condition that Grantee shall accept responsibility for any discharge of a hazardous substance or waste into or onto the area which the Utilities are constructed and operated, only to the extent that such discharge of a hazardous substance or waste is caused by Grantee, its contractors, subcontractors, agents, and invitees and Grantee shall be responsible for remediation of same. Grantee will not be held responsible for any pre-existing conditions regarding any type of environmental contamination of the areas in question where the Utilities are operated or for any discharge of a hazardous substance or waste caused by Grantor or a third party.

h. All work being done by Grantee, its employees, agents, and/or contractors or assigns, shall be performed in accordance with all provisions of the New Jersey Statute commonly known as the "High Voltage Proximity Act," codified at N.J.S.A. 34:6-47.1 to -47.9 inclusive, as amended and supplemented, concerning safety precautions to be taken in the proximity of certain electric conductors installed above ground, and in accordance with all rules and regulations promulgated by the Commissioner of Labor and Industry of New Jersey. Such work shall also be in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and all applicable rules and regulations issued thereunder potentially including but not limited to 29 CFR 1926.550 and in accordance and in compliance with the latest edition of the National Electrical Code and applicable building codes.

i. Grantee, its employees, agents, and/or contractors shall at all times maintain the greatest clearance between construction equipment and the energized conductors of Grantor required by the applicable provisions of the above-cited statutes and regulations.

j. Any and all work done by Grantee, its employees, agents, and/or contractors shall comply with an applicable Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Act of 1968 codified at 49 App. USC 2001, et seq., and to the "Underground Facility Protection Act" and the penalties thereunder.

k. Grantee, its employees, agents and/or contractors, shall notify One Call Systems, Inc. by telephone at (800) 272-1000 at least three (3) days prior to the commencement of any work.

l. In the event the Grantor undertakes any work and activities on the Property, the Grantor shall coordinated with and obtain the approval of Grantee, who shall be given three (3) days notice prior to the start of any work or activities. In the event that Grantee determines that Grantor's work or activities will unduly interfere with the operations of the Utilities or constitute a hazard to life or property, Grantor, its employees, agents, and/or contractors shall immediately suspend its work and activities until such time as Grantee reasonably determines that the work or activities may safely resume.

m. Grantee, upon request in writing by Grantor, shall change the location of the Utilities to another suitable location within Grantor's Property to permit and accommodate the improvement, additions, repairs, modifications, construction, installation, operation, and maintenance of Grantor's electric or gas facilities, including but not limited to overhead or underground electric lines, gas lines, electric substations, gas metering, and regulating stations, the reasonable expense for which shall be reimbursed by Grantor. Grantor will amend this Easement to encompass the new easement area. All other terms and conditions of the existing Easement will apply in full force and effect to the new easement area.

n. During the performance of any work or activity on the Property, Grantee, its employees, contractors, or agents shall at all times provide suitable barriers and other safety measures, including but not limited to, maintaining suitable work area protection, and shall take such other protective measures as reasonably indicated.

o. Grantee, its employees, contractors or agents warrant and agree to conduct all subsurface work or activities in a manner so as to prevent any compromise of any existing electric or gas facilities of Grantor.

p. Grantee, its employees, contractors, or agents shall at all times keep, Grantor's land free of any work related debris and shall not allow unattended parking of vehicles or equipment on Grantor's land, except for construction or related equipment while it is being used in the maintenance of the Utilities. The Property shall be restored to a condition similar to its condition prior to any maintenance and acceptable to Grantor, which acceptance shall not be unreasonably withheld, at the conclusion of the work. Grantee, its employees, contractors or agents shall complete all work in a prompt and diligent manner.

q. Neither Grantor, nor Grantee, nor their respective employees, contractors, or agents shall not store any hazardous or toxic wastes or substances or any materials of a dangerous or flammable nature, including but not limited to petroleum or petroleum products in any form upon, in, or under the Property as herein described, except in the case of petroleum or petroleum products in the tanks of motor vehicles traveling upon the Property.

r. Any damage to any facility of Grantor resulting from or in any way arising out of Grantee, its employees, contractors or agents work, activities, entry or subsequent use shall be repaired promptly by Grantee. If Grantee fails to make such repairs within a reasonable time after being requested to do so, Grantor shall have the right to make such repairs and Grantee hereby agrees to promptly reimburse Grantor for all reasonable costs and expenses thereof.

s. Existing access to Grantor's existing and future facilities shall be maintained at all times.

t. Grantor assumes no responsibility or liability in connection with any law, ordinance, rule, or regulation of any public or governmental body which may limit, affect, regulate, or prohibit Grantee's use of that area of the Property for the purposes aforesaid.

2. **Existing Easements, Covenants and Instruments of Record.** The Easement to be granted hereunder is granted subject to existing easements, covenants, and instruments of record.

3. **Authority.** Grantor hereby represents and warrants that it has due power and authority to act in connection with this Easement.

4. **Compliance With Law.** Nothing contained herein is intended to grant permission to enter upon, use or occupy lands not owned by or under the jurisdiction of Grantor, nor is it intended to relieve Grantee from its responsibility to comply, at its own cost and expense, with all applicable Federal, State, and municipal statutes and ordinances, rules and regulations, orders and directives of appropriate governmental agencies as now exist or may hereafter provide, or its responsibility to procure and maintain in effect all other requisite and applicable permissions and approvals. This Easement shall be subject to all valid rules, regulations and orders of any regulatory body having jurisdiction, including those Federal, State, county, and/or local bodies or agencies implementing various environmental and/or safety and health laws and regulations, whether now in force or adopted or enacted after the date of this document. Grantee shall, at its own cost and expense, comply with any and all rules, regulations, ordinances, or laws, including subdivision and/or site plan approvals, affecting the Property. Grantee shall provide Grantor with copies of all permit

applications, reports, test results and/or studies relating to the Property for its review, comment and/or approval, prior to filing with any agency having jurisdiction over the Property.

5. Abandonment. Grantee, upon the abandonment of all or any of the Utilities, shall (a) remove from the Property any or all of the Utilities as shall have been abandoned and restore the Property in accordance with the provisions hereof, and (b) deliver to Grantor, a termination of the Deed of Easement to be delivered, satisfactory to Grantor, in recordable form, with respect to the Utilities. Abandonment as used herein shall mean the cessation of use for a period of not less than one (1) year. Grantee may abandon the Utilities in place in a manner reasonably satisfactory to Grantor.

6. Indemnification. Grantee, for itself, its agents, contractors, employees, successors, or assigns, agrees to assume all risks of and liability for and to indemnify, protect, and hold harmless and hereby releases Grantor, its successors and assigns and each of its officers, agent, servants, employees, contractors, and subcontractors 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 activities, work, and/or use and occupancy of the Property or any violation of any applicable codes, regulations, statutes, ordinances, orders, directives, or standards by Grantee or any officer, servant, employee, licensee, invitee, contractor, successor, assignee, or agent of Grantee. Grantee does release, indemnify, and hold harmless Grantor from any and all liability and potential liability under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 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 that may arise as a result of activities, work, and/or use and occupancy of the Property by Grantee or any officer, servant, employee, licensee, invitee, contractor, successor, assignee, or agent of Grantee. Grantee will not be responsible or liable for and this indemnity paragraph will not apply to any clean-up, remediation, or response activities on or at the Property for existing pollutants, contaminants, and constituents except for the area of Grantee's Utilities. As part of fulfilling its obligations hereunder, Grantee waives any and all immunity rights or protections created by the Worker's Compensation Act and further agrees that its obligations to defend and indemnify Grantor shall apply to, but not be limited to, actions and other claims brought by Grantee's own employees, agents, contractors, or subcontractors. Grantee's duty to indemnify and hold harmless Grantor shall exclude only those instances where the liability, loss, injury, death, damage, or harm is due to Grantor's sole negligence or willful misconduct.

7. Insurance Requirements. Grantee agrees to maintain the following minimum insurance in forms and with insurance companies acceptable to Grantor during times that repairs, maintenance, or refurbishment of the Utilities is undertaken by Grantee:

Worker's Compensation Insurance – in accordance with statutory requirements and Employers' Liability Insurance with a minimum limit of \$500,000 each accident.

Comprehensive General Liability Insurance – (occurrence form) including premises, contractual liability, products/completed operations, independent contractors, broad form property damage, and coverage for explosion, collapse, and underground hazards (XCU) with the following limits of liability: Bodily Injury - \$10,000,000 each occurrence; Property Damage - \$10,000,000 each occurrence.

Comprehensive Automobile Liability Insurance – including coverage for all owned, non-owned, and hired automobiles used during the occupancy of the Property and the performance of any work with the following limits of liability: Bodily Injury - \$10,000,000 each occurrence; Property Damage - \$10,000,000 each occurrence.

Environmental/Pollution Liability – with minimum limits of \$10,000,000 each occurrence if the occupancy of the Property or the work involves environmental testing, remediation, including the disposal, handling, or transportation of hazardous or toxic waste, materials, or substances.

a. All liability coverages shall name Grantor as an additional insured, supports the contractual obligations assumed by Grantee and provides that this coverage is primary and without right of contribution from insurance carried by Grantor. Prior to access to the Property for repair, maintenance, or refurbishment of the Utilities, Grantee will deliver certificates of insurance to

Grantor evidencing this coverage is in effect and providing at least thirty (30) days' notice to Grantor if any cancellation, termination or material alteration of said insurance.

b. Grantee shall notify Grantor in writing within ten (10) business days after Grantee becomes aware of the occurrence thereof, of all accidents arising out of Grantee's performance of work or activities on the Property and/or use and occupancy of the Property.

c. Grantee, at its election, may self insure all or part of the above insurance requirements.

d. The insurance requirements as set forth above are to fully protect Grantor from any claims by third parties including, but not limited to, Grantee's officers, employees, servants, licensees, contractors, successors, assigns, or agents. Said insurance, however, shall in no manner relieve Grantee, its agents, subcontractors, and invitees from or limit their liability as to any and all obligations herein assumed. Grantor may from time to time require commercially reasonable adjustment of the insurance provided herein.

8. **Third Party Beneficiaries.** Nothing contained herein shall be understood or construed to create or grant any third-party benefits, rights or property interest. It is further agreed that the privileges granted and conferred herein shall not be transferred or assigned in whole or in part without the express, prior and written consent of Grantor, except that the express prior written consent of Grantor shall not be required if the assets of Grantee are sold or transferred or if Grantee is party to a merger with another entity.

9. **Severability.** If for any reason any provision of this Easement or the application thereof to any person or circumstance, shall be invalid, unenforceable or void, then the remainder of this Easement and such provisions, as applied to other persons or circumstances, shall not be affected thereby and each provision shall be valid and enforced to the fullest extent permitted by law.

10. **Notice.** Any notice, consent, approval, direction or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Easement, if delivered by a reputable overnight courier service marked for "next day" delivery, postage prepaid, return receipt required, or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Grantee: Passaic Valley Water Commission
1525 Main Street
Clifton, New Jersey 07011
ATTENTION: Joseph A. Bella, Executive Director

With a copy to: Waters, McPherson, McNeill, P.C.
P.O. Box 1560
300 Lighting Way
Secaucus, New Jersey 07096-1560
ATTENTION: Kenneth D. McPherson, Jr., Esq.

If to Grantor: Public Service Gas & Electric Company
80 Park Plaza
Newark, New Jersey 07102
ATTENTION: Manager of Corporate Property

With a copy to: Connell Foley, LLP
85 Livingston Avenue
Roseland, New Jersey 07068
ATTENTION: John D. Cromie, Esq.

Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other parties hereunder, in the manner above specified. All parties shall be deemed effective upon receipt by the other party or three (3) business days after sending, whichever shall occur first.

11. **Entire Agreement: Modification.** This written Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the parties with respect same. It is expressly agreed that there are no verbal understandings or agreements which alter or in any way change the terms, covenants, and conditions herein set forth except as referred to herein, and that no modification of this Easement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

12. **Binding Effect.** All covenants, agreements, warranties, and provisions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

13. **Further Assurances and Cooperation.** Each of the parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments and perform such acts as the other may reasonably require from time to time to carry out the purposes of this Easement.

14. **Captions.** The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Easement or affect any of the terms or provisions hereof.

15. **Governing Law.** This Easement has been made and entered into under the laws of the State of New Jersey, and said laws shall control the interpretation hereof.

16. **Counterparts.** This Easement may be executed in counterparts, and each counterpart shall constitute an original hereof.


[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Easement to be duly executed and delivered as of the date first above written.

Witnessed or Attested By:

PUBLIC SERVICE GAS & ELECTRIC COMPANY,
Grantor,

By:


Name: Morton A. Plawner
Title: Vice President and Treasurer

STATE OF NEW JERSEY

)

SS:

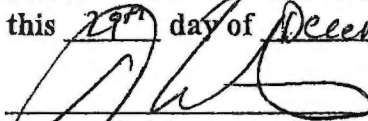
COUNTY OF ESSEX

)

I CERTIFY that on December 29, 2009, Morton A. Plawner personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person is the Vice President and Treasurer of Public Service Gas & Electric Company (the "Corporation") the corporation named in the attached instrument;
- (b) this person signed and delivered the attached instrument on behalf of the Corporation as its voluntary act and deed which act and deed was duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the Corporation which seal was affixed to this instrument.

Sworn to and Subscribed before me
this 29th day of December, 2009.



Notary Public

David K. Richter
Attorney at Law
State of NJ

~~11. Entire Agreement: Modification. This written Easement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the parties with respect same. It is expressly agreed that there are no verbal understandings or agreements which alter or in any way change the terms, covenants, and conditions herein set forth except as referred to herein, and that no modification of this Easement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.~~

~~12. Binding Effect. All covenants, agreements, warranties, and provisions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.~~

~~13. Further Assurances and Cooperation. Each of the parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments and perform such acts as the other may reasonably require from time to time to carry out the purposes of this Easement.~~

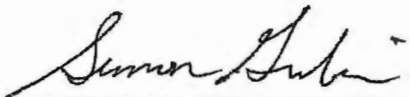
~~14. Captions. The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Easement or affect any of the terms or provisions hereof.~~

~~15. Governing Law. This Easement has been made and entered into under the laws of the State of New Jersey, and said laws shall control the interpretation hereof.~~

IN WITNESS WHEREOF, the parties have caused this Easement to be duly executed and delivered as of the date first above written.

Witnessed Or Attested By:

, Grantor



By: Simon Grubin, President

PASSAIC VALLEY WATER COMMISSION,
Grantee

By:

Acknowledgements

STATE OF NEW JERSEY)
)
 COUNTY OF PASSAIC)
)
 SS:

I CERTIFY that on December 28, 2009, personally came before me and this person acknowledged under oath, to my satisfaction that: SIMON GRUBIN

- (a) this person is the President of the Passaic Valley Water Commission ("Commission"), the municipal entity named in the attached Deed;
- (b) this person signed and delivered the attached instrument on behalf of the Commission as its voluntary act and deed which act and deed was duly authorized by a proper resolution of its Board of Commissioners;
- (c) this person knows the proper seal of the Commission which seal was affixed to this instrument.

Sworn to and Subscribed before me
 this 28th day of December, 2009.

[Signature]

 Notary Public LOUIS AMODIO
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES DEC. 22, 2011

STATE OF NEW JERSEY)
)
 COUNTY OF _____)
)
 SS:

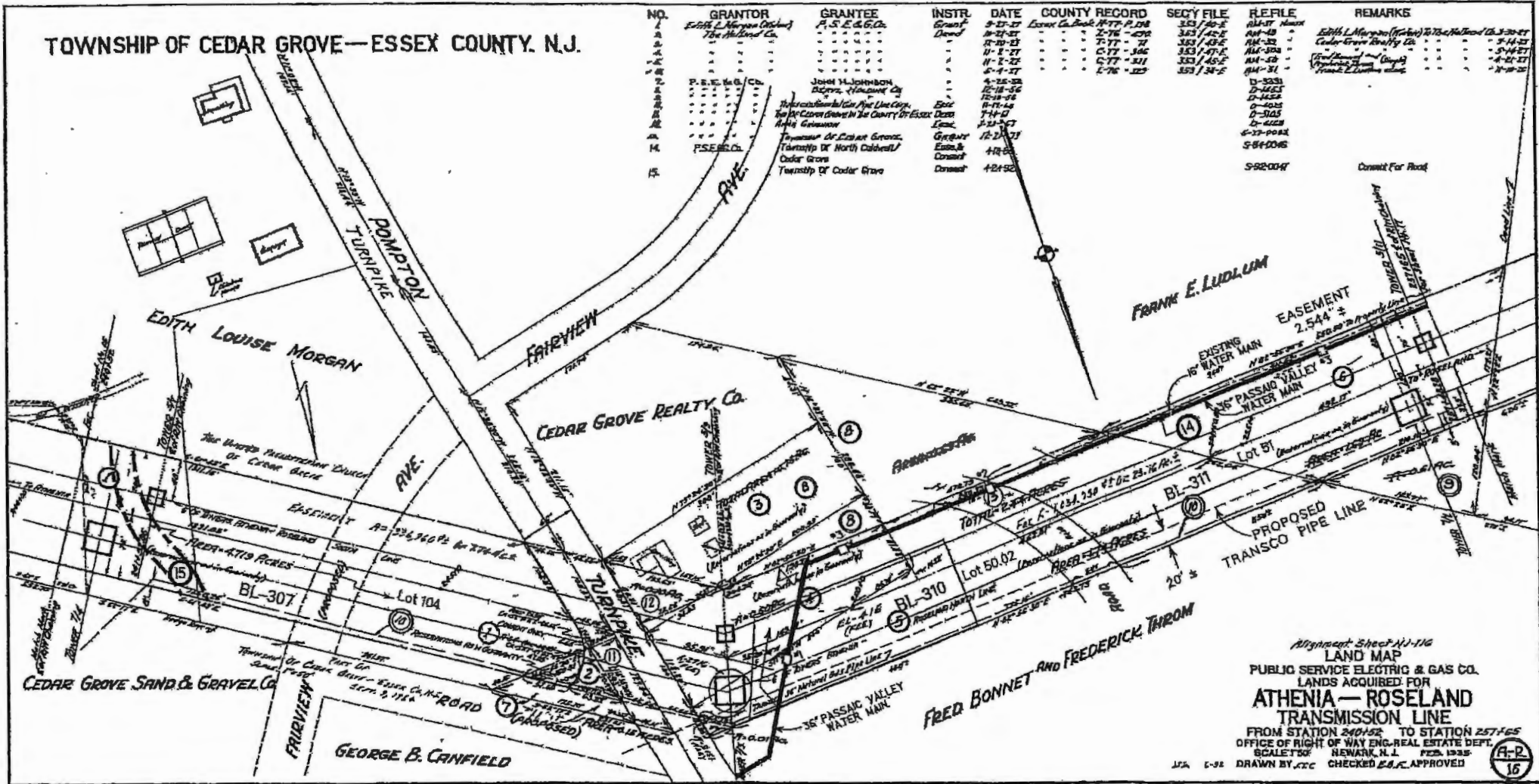
I CERTIFY that on _____, 20___, personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person is the _____ of _____ (the "Corporation") the corporation named in the attached instrument;
- (b) this person signed and delivered the attached instrument on behalf of the Corporation as its voluntary act and deed which act and deed was duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the Corporation which seal was affixed to this instrument.

Sworn to and Subscribed before me
 this _____ day of _____, 20___.

 Notary Public

EXHIBIT A



NO.	GRANTOR	GRANTEE	INSTR.	DATE	COUNTY RECORD	SECY FILE	R.E. FILE	REMARKS
1	Edith L. Morgan (Trust)	P.S.E. & G. Co.	Grant	3-27-27	Essex Co. Book 477, P. 128	353 / 40-E	AM-27	Edith L. Morgan (Trust) to P.S.E. & G. Co. 3-27-27
2	The Hilland Co.	"	Deed	10-21-27	"	353 / 42-E	AM-28	Cedar Grove Realty Co. 10-21-27
3	"	"	"	11-2-27	"	353 / 43-E	AM-29	"
4	"	"	"	11-2-27	"	353 / 47-E	AM-30	"
5	"	"	"	5-4-27	"	353 / 45-E	AM-31	"
6	P.S.E. & G. Co.	John H. Johnson	"	4-25-28	"	353 / 34-E	AM-31	"
7	"	Essex, Hampden Co.	"	12-18-28	"	"	D-3231	"
8	"	"	"	12-18-28	"	"	D-3232	"
9	"	"	"	11-17-28	"	"	D-3233	"
10	"	"	"	7-14-27	"	"	D-3105	"
11	"	"	"	12-2-27	"	"	D-3234	"
12	"	"	"	11-2-27	"	"	D-3235	"
13	"	"	"	11-2-27	"	"	D-3236	"
14	"	"	"	11-2-27	"	"	D-3237	"
15	"	"	"	11-2-27	"	"	D-3238	"
16	"	"	"	11-2-27	"	"	D-3239	"
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18	"	"	"	11-2-27	"	"	D-3241	"
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100	"	"	"	11-2-27	"	"	D-3323	"

Alignment Sheet NJ-116
 LAND MAP
 PUBLIC SERVICE ELECTRIC & GAS CO.
 LANDS ACQUIRED FOR
ATHENIA - ROSELAND
 TRANSMISSION LINE
 FROM STATION 240+52 TO STATION 257+65
 OFFICE OF RIGHT OF WAY ENG.-REAL ESTATE DEPT.
 SCALE 1" = 120' NEWARK, N.J. FEB. 1935
 DRAWN BY JCC CHECKED S.C. APPROVED

-19-

PSEG
 Services Corporation
 CORPORATE HEADQUARTERS
 801 Park Plaza
 Newark, N.J. 07102-4194
 Phone: (973) 436-7000
 Fax: (973) 843-7300

SURVEYS & MAPPING
 GEODETIC INFORMATION SYSTEMS

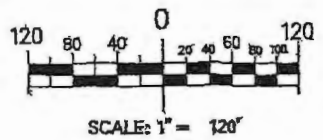
PUBLIC SERVICE ELECTRIC & GAS CO.
 EASEMENT TO BE GRANTED TO
 PASSAIC VALLEY WATER COMMISSION
 FOR 36" WATER MAIN
 SEPTEMBER 20, 2002

LEGEND:
 PIPE ANCHOR
 VALVE

36" WATER MAIN
 TOTAL EASEMENT: 16,010' ±
 TOTAL WATER MAIN: 17,195' ±
 TOTAL CONSENT: 644' ±

18" PROPOSED WATER MAIN
 TOTAL EASEMENT: 2,804' ±
 TOTAL CONSENT: 598' ±

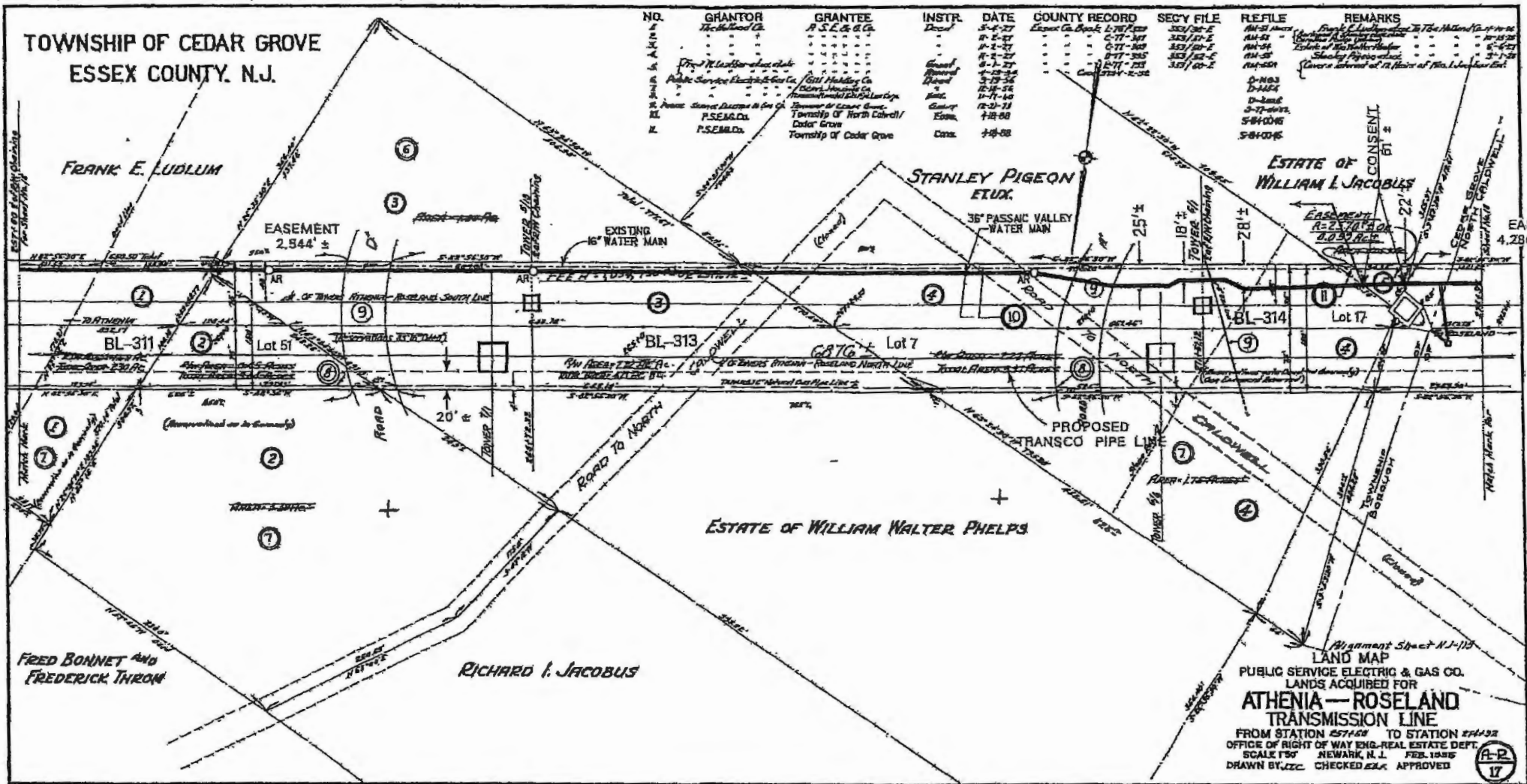
MAP REDUCED
 USE BAR SCALE



REVISIONS:
 1- 02-28-02
 2- 08-02-03 AS BUILTS
 3- 11-05-03

000001

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 11



- 20 -

PSEG
Services Corporation
CORPORATE HEADQUARTERS
60 Park Plaza
Newark, N.J. 07102-4194
Phone : (973) 430-7000
Fax : (973) 643-7950

SURVEYS & MAPPING
ENGINEERING INFORMATION SYSTEMS

**PUBLIC SERVICE ELECTRIC & GAS CO.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN**

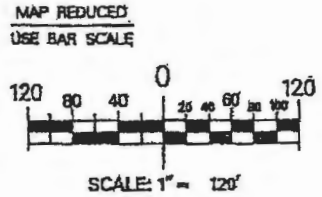
SEPTEMBER 20, 2002

LEGEND:

- PIPE ANCHOR
- AIR RELEASE VALVE
- AR
- ☐ BLOWOFF MANHOLE

36" WATER MAIN
TOTAL EASEMENT: 16,010' ±
TOTAL WATER MAIN: 17,198' ±
TOTAL CONSENT: 644' ±

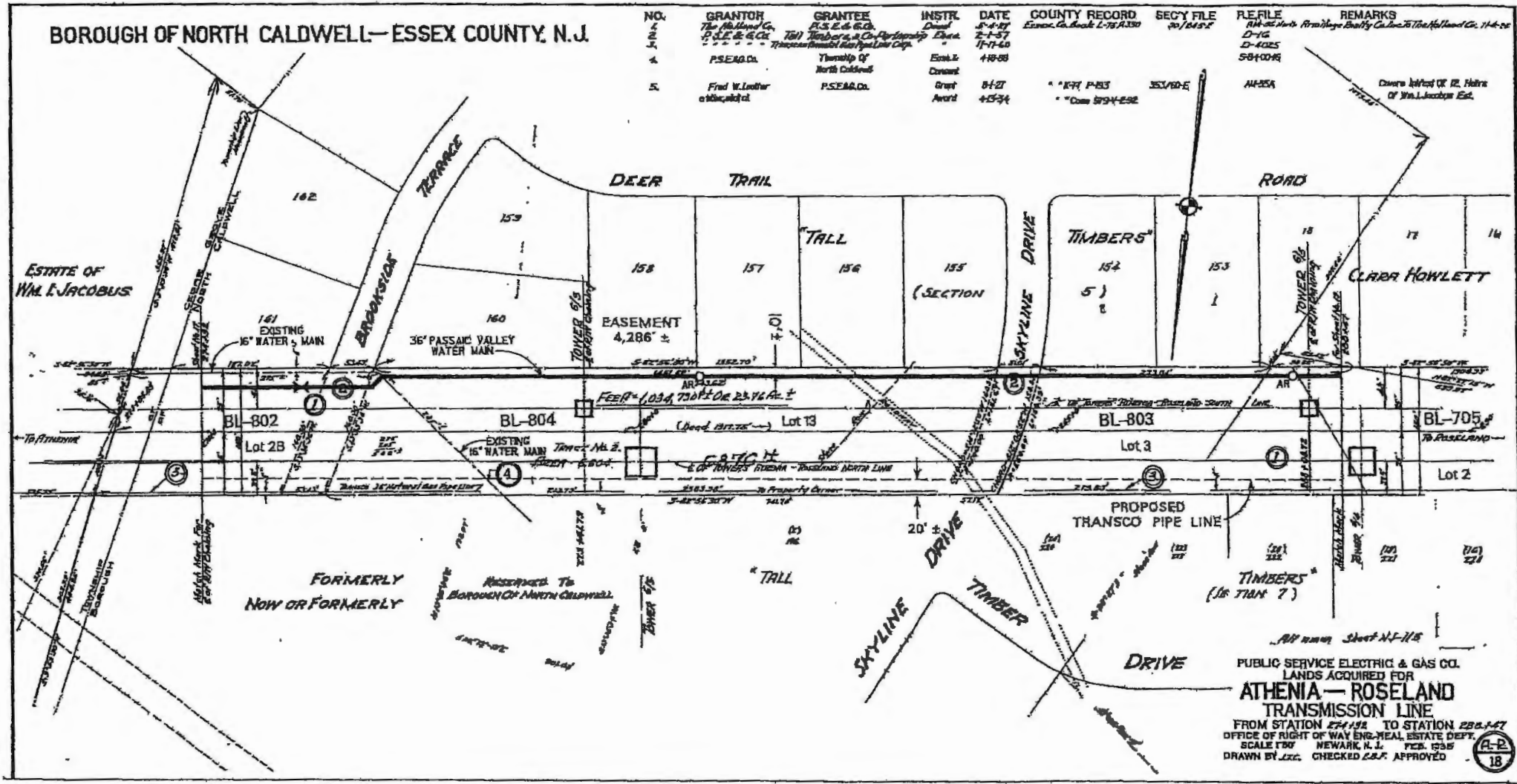
16" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,604' ±
TOTAL CONSENT: 698' ±



REVISIONS:
1- 02-28-02
2- 06-02-03 AS BUILT
3- 11-05-03

000002

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11



NO.	GRANTOR	GRANTEE	INSTR.	DATE	COUNTY RECORD	SECY FILE	FILE	REMARKS
1	The Holland Co.	P.S.E. & G.C.	Deed	5-4-57	Essex Co. Book L-78, P.330	30/8457	144-254	
2	P.S.E. & G.C.	T&E Timber & Construction Corp.	Deed	2-4-57				
3	P.S.E. & G.C.	T&E Timber & Construction Corp.	Deed	11-17-60				
4	PSE&G.	Township of North Caldwell	Emk.E. Consent	4-18-68				
5	Fred W. Leuter of 186, 187 & 188	PSE&G.	Grant Award	8-27-83 4-23-94	* KFF P-83 * Com 5794-292	353/180-E	144-254	Consent of Fred W. Leuter of 186, 187 & 188 of Wm. L. Jacobus Est.

OPSEG
Services Corporation
CORPORATE HEADQUARTERS
80 Park Plaza
Newark, N.J. 07102-4194
Phone : (872) 430-7000
Fax : (872) 843-7258

SURVEYS & MAPPING
REGISTRATION INFORMATION SYSTEMS

Copyright © Public Service Electric & Gas Co. 2002

PUBLIC SERVICE ELECTRIC & GAS Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN

SEPTEMBER 26, 2002

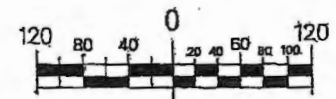
LEGEND:

AR AIR RELEASE VALVE

36" WATER MAIN
TOTAL EASEMENT: 16,010' ±
TOTAL WATER MAIN: 17,195' ±
TOTAL CONSENT: 644' ±

16" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,604' ±
TOTAL CONSENT: 598' ±

MAP REDUCED
USE BAR SCALE

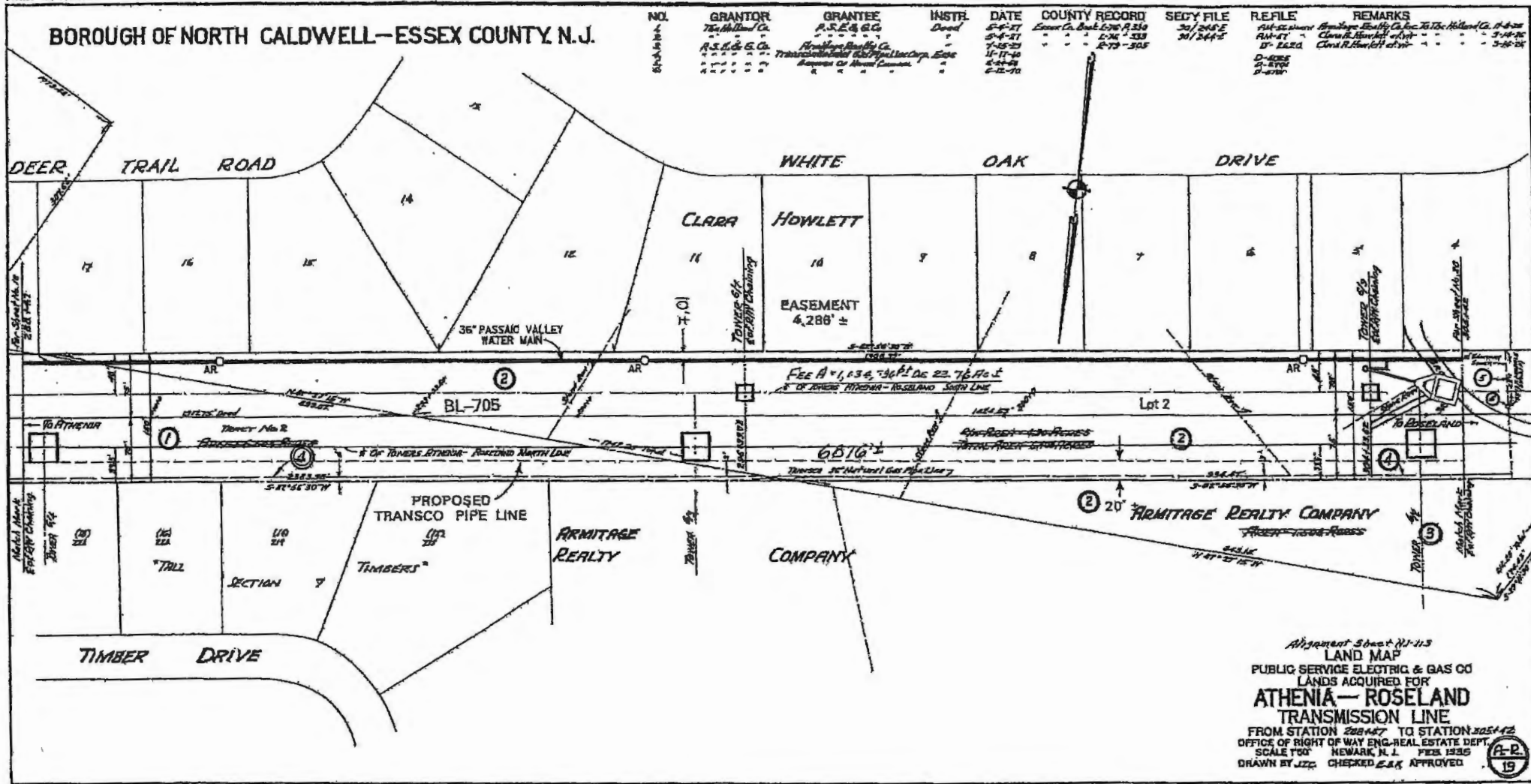


SCALE: 1" = 120'

REVISIONS:
1- 02-28-02
2- 06-02-03 AS BUILTS
3- 11-05-03

000003



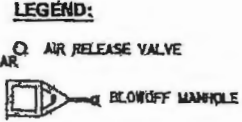


- 22 -

PSEG
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CORPORATE HEADQUARTERS
80 Park Plaza
Newark, N.J. 07102-4854
Phone : (973) 430-7000
Fax : (973) 643-7350

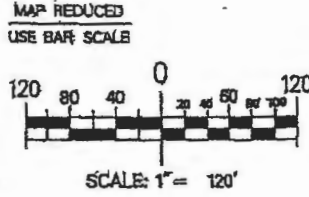
SURVEYS & MAPPING
GEOSPATIAL INFORMATION SYSTEMS

PUBLIC SERVICE ELECTRIC & GAS Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN
SEPTEMBER 20, 2002



36" WATER MAIN
TOTAL EASEMENT: 18,010' ±
TOTAL WATER MAIN: 17,195' ±
TOTAL CONSENT: 844' ±

18" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,804' ±
TOTAL CONSENT: 598' ±

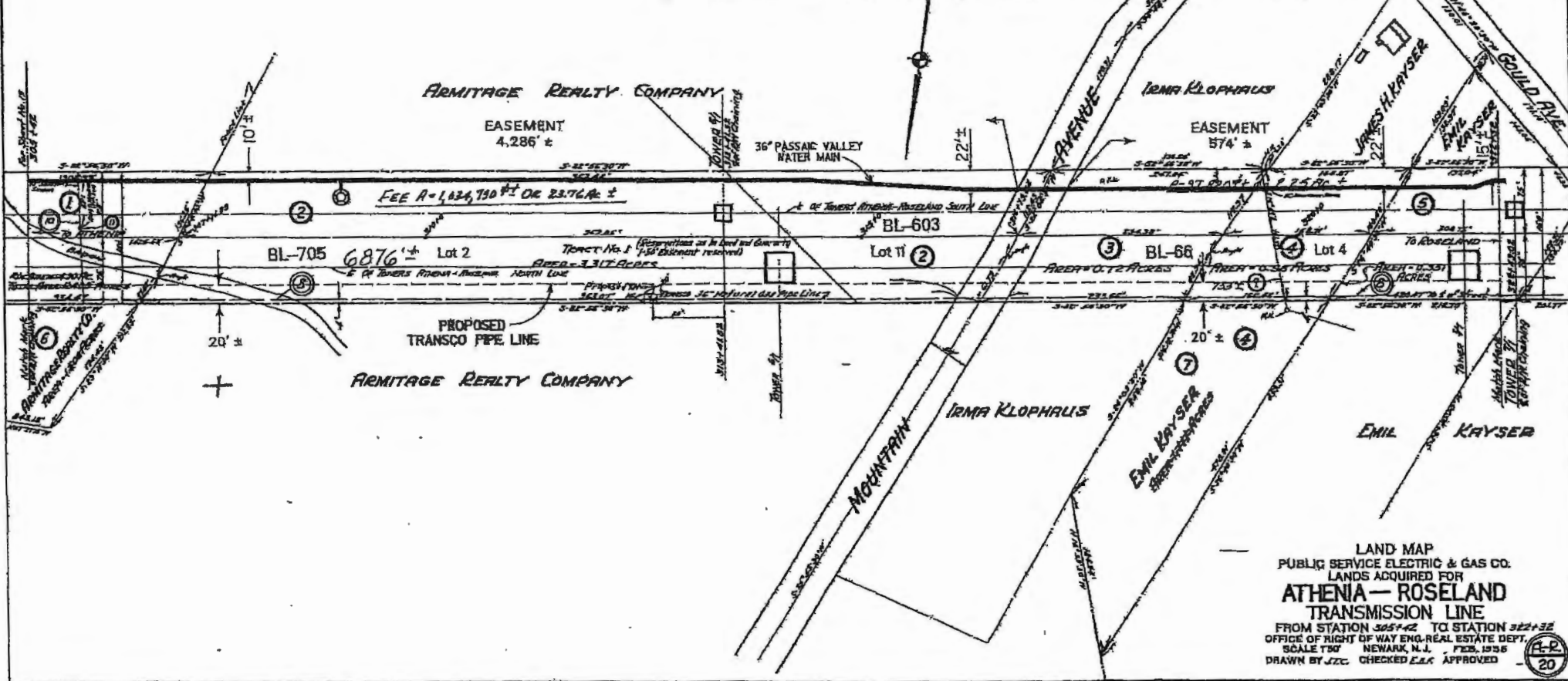


REVISIONS:
1- 02-28-02
2- 08-02-03 AS BUILT
3- 11-05-03

000004

BOROUGH OF NORTH CALDWELL—ESSEX COUNTY, N.J.

NOL	GRANTOR	GRANTEE	INSTR	DATE	COUNTY RECORD	SECY FILE	REFILE	REMARKS
1	The Atlantic Co.	A.S.E. & Co.	Deed	5-4-87	Essex Co. Book 1-75-2333	30/246-2	44-87 1000	Class R. North Caldwell to 72c. Hillwood Ch. 3-4-85
2	.....	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
3	.....	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
4	.....	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
5	.....	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
6	A.S.E. & Co.	Armitage Realty Co. Inc.	.....	5-4-87	.....	30/246-2	44-87 1000	.....
7	The Atlantic Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
8	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
9	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
10	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
11	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
12	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
13	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
14	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
15	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
16	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
17	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
18	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
19	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....
20	A.S.E. & Co.	.....	.....	5-4-87	.....	30/246-2	44-87 1000	.....



LAND MAP
 PUBLIC SERVICE ELECTRIC & GAS CO.
 LANDS ACQUIRED FOR
ATHENA—ROSELAND
 TRANSMISSION LINE
 FROM STATION 305+42 TO STATION 322+35
 OFFICE OF RIGHT OF WAY ENG. REAL ESTATE DEPT.
 SCALE 1" = 120' NEWARK, N.J. FEB. 1998
 DRAWN BY JCC CHECKED EAK APPROVED

- 23 -

PSEG
 Services Corporation
 CORPORATE HEADQUARTERS
 80 Park Plaza
 Newark, N.J. 07102-4184
 Phone : (973) 430-7000
 Fax : (973) 643-7350

SURVEYS & MAPPING
 GEOSPATIAL INFORMATION SYSTEMS

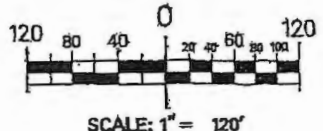
Public Service Electric & Gas Co.
 EASEMENT TO BE GRANTED TO
 PASSAIC VALLEY WATER COMMISSION
 FOR 36" WATER MAIN

SEPTEMBER 26, 2002

LEGEND:
 (P) PUMP OUT MANHOLE

MAP REDUCED
 USE BAR SCALE

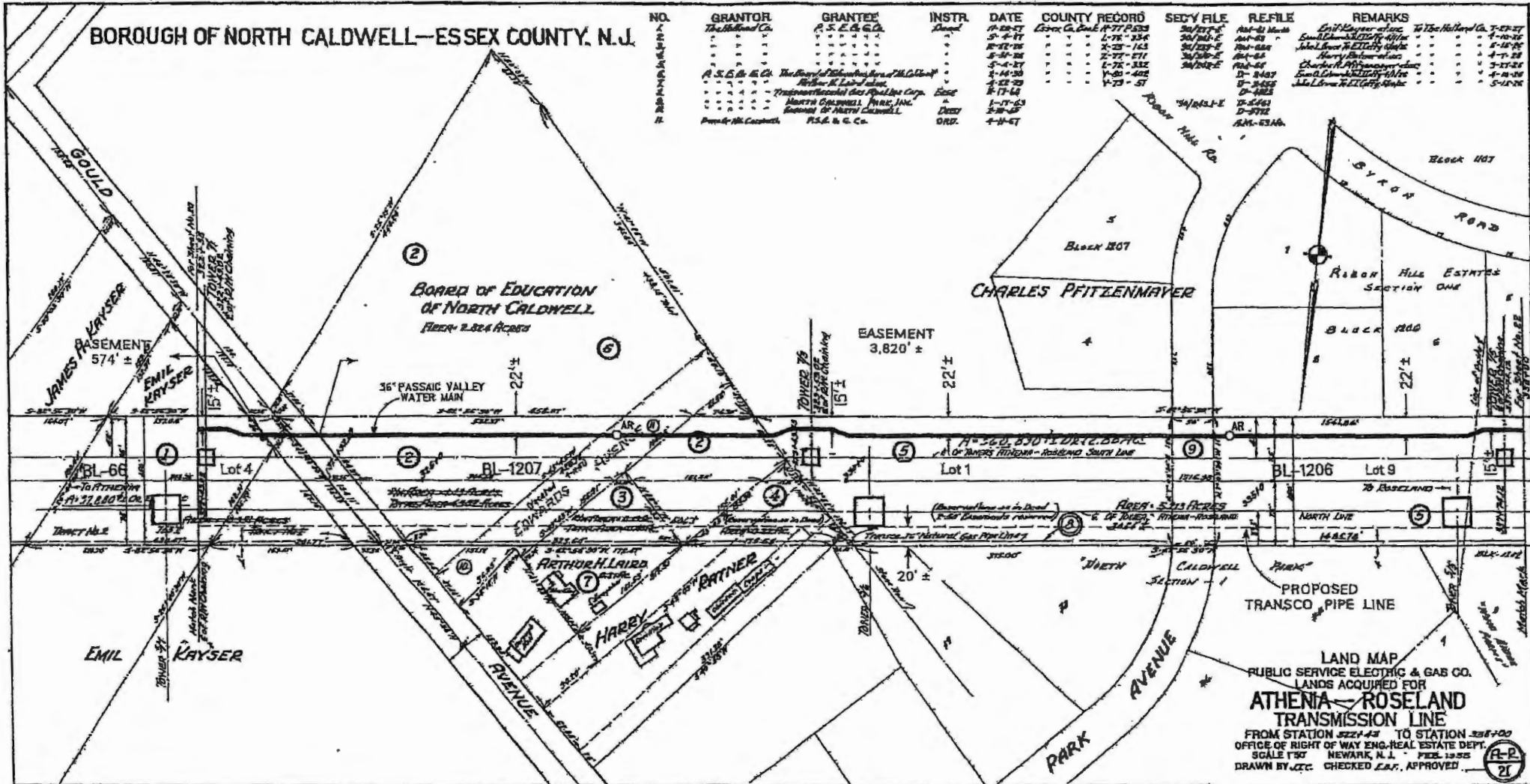
REVISIONS:
 1- 08-28-02
 2- 08-02-03 AS BUILT
 3- 11-05-03



36" WATER MAIN	16" PROPOSED WATER MAIN
TOTAL EASEMENT: 18,010' ±	TOTAL EASEMENT: 2,804' ±
TOTAL WATER MAIN: 17,195' ±	TOTAL CONSENT: 538' ±
TOTAL CONSENT: 644' ±	

000005

5
11



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OPSEG
Services Corporation
CORPORATE HEADQUARTERS
88 Park Plaza
Newark, N.J. 07102-1194
Phone : (973) 430-7000
Fax : (973) 643-7350

PUBLIC SERVICE ELECTRIC & GAS Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN

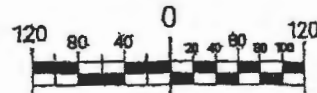
SEPTEMBER 20, 2002

LEGEND:
AR AIR RELEASE VALVE

36" WATER MAIN
TOTAL EASEMENT: 16,010' ±
TOTAL WATER MAIN: 17,196' ±
TOTAL CONSENT: 844' ±

16" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,804' ±
TOTAL CONSENT: 696' ±

MAP REDUCED
USE BAR SCALE

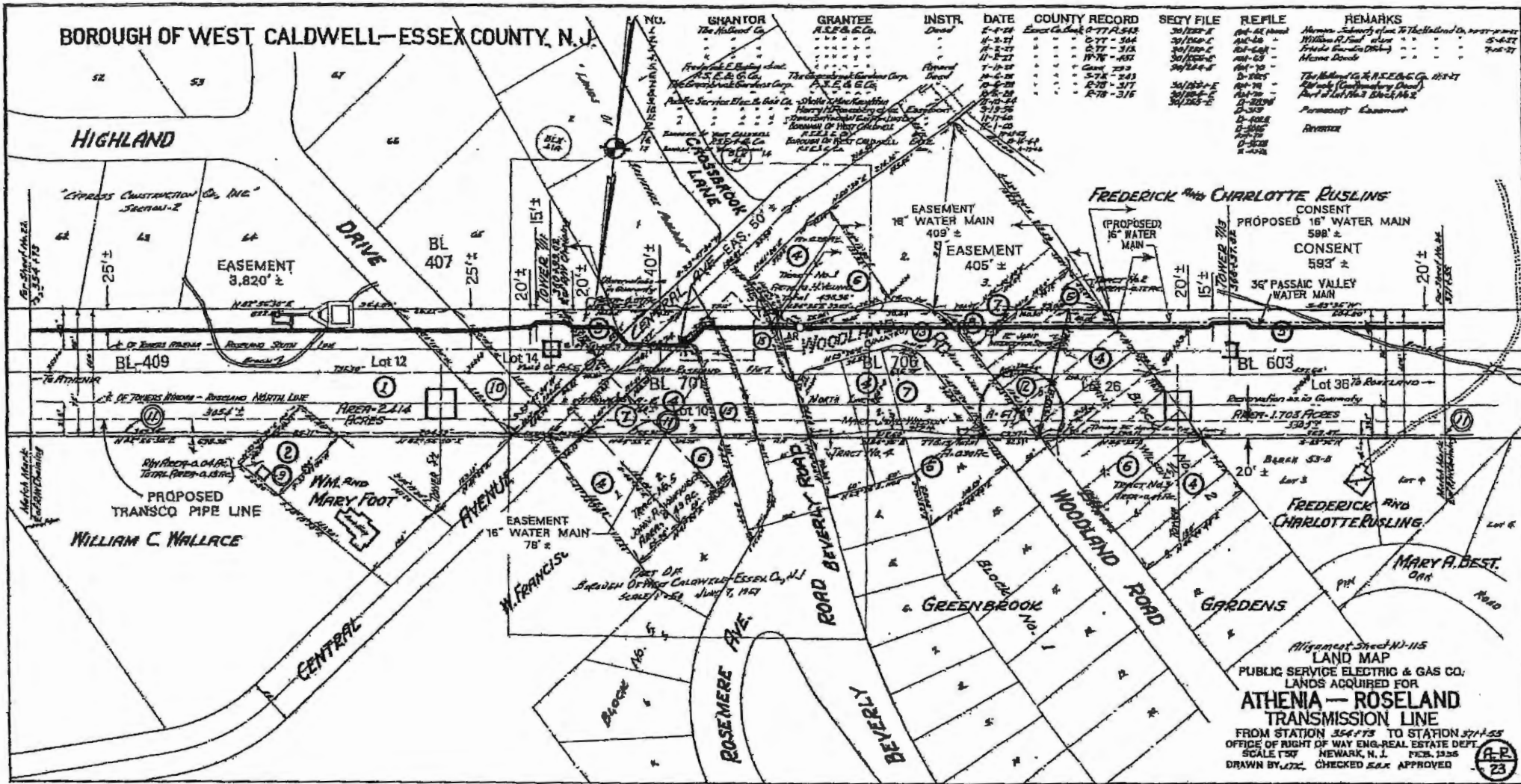


SCALE: 1" = 120'

REVISIONS:
1- 02-28-02
2- 09-02-03 AS BUILTS
3- 11-05-03

000006

6
11



-26-

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Services Corporation
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80 Park Plaza
Newark, N.J. 07102-4194
Phone: (973) 426-7000
Fax: (973) 843-7350

SURVEYS & MAPPING
GEOSPATIAL INNOVATION SYSTEMS

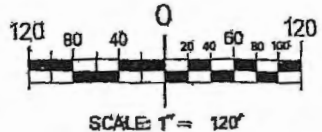
Public Service Electric & Gas Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN
SEPTEMBER 20, 2002

LEGEND:
 AIR RELEASE VALVE
 BLOWOFF MANHOLE

36" WATER MAIN
 TOTAL EASEMENT: 18,010' ±
 TOTAL WATER MAIN: 17,195' ±
 TOTAL CONSENT: 844' ±

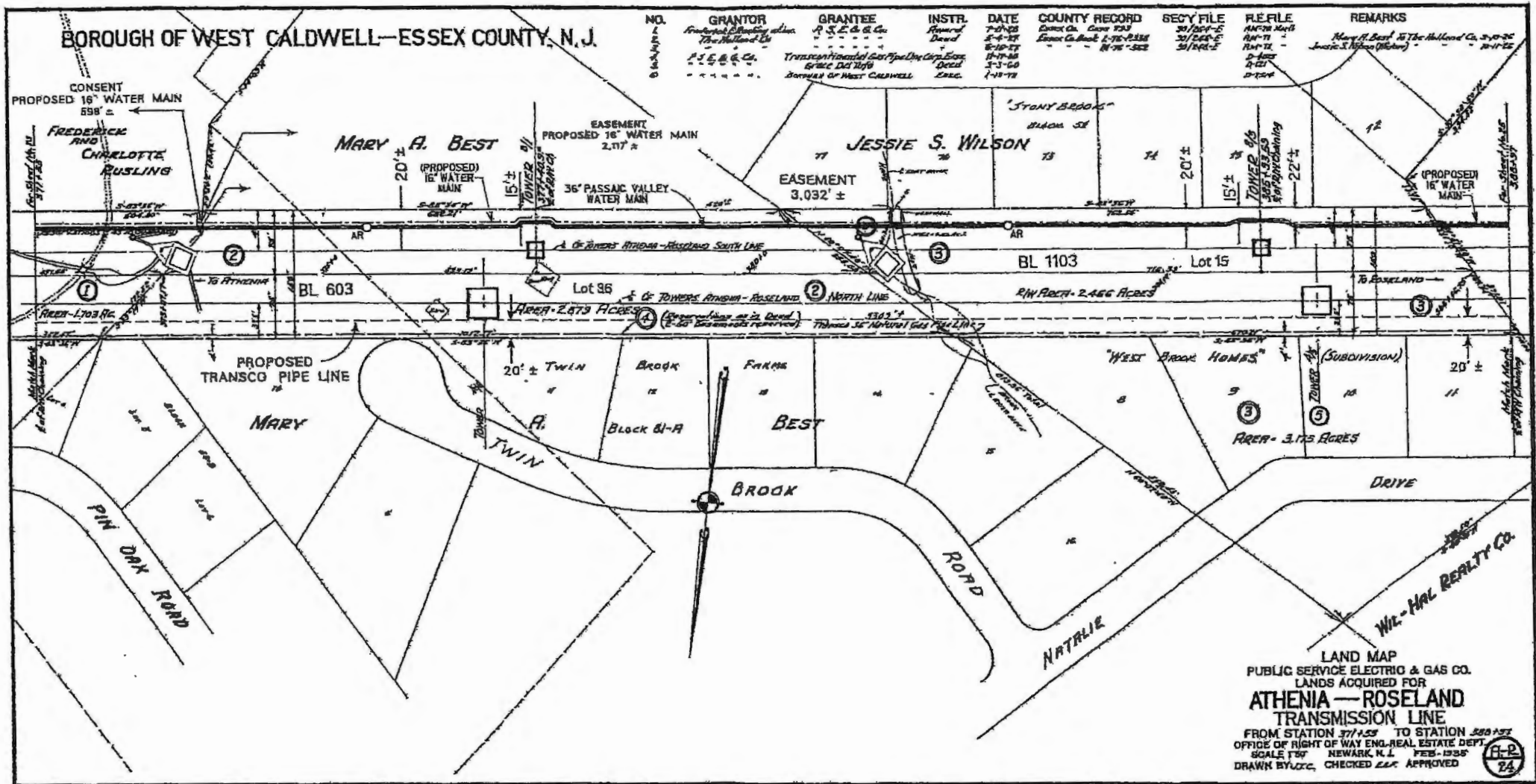
16" PROPOSED WATER MAIN
 TOTAL EASEMENT: 2,804' ±
 TOTAL CONSENT: 598' ±

MAP REDUCED
USB BAR SCALE



REVISIONS:
 1.- 02-28-02
 2.- 06-02-03 AS BUILTS
 3.- 11-05-03

00008



- 27 -

OPSEG
Services Corporation

CORPORATE HEADQUARTERS
80 Park Plaza
Newark, N.J. 07102-4184
Phone: (973) 498-7000
Fax: (973) 843-7150

SURVEYS & MAPPING
GEOSPATIAL INFORMATION SYSTEMS

PUBLIC SERVICE ELECTRIC & GAS Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN
SEPTEMBER 20, 2002

LEGEND:

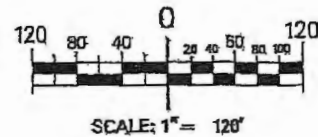
○ AIR RELEASE VALVE
AR

□ BLOWOFF MANHOLE

36" WATER MAIN
TOTAL EASEMENT: 16,010' ±
TOTAL WATER MAIN: 17,185' ±
TOTAL CONSENT: 644' ±

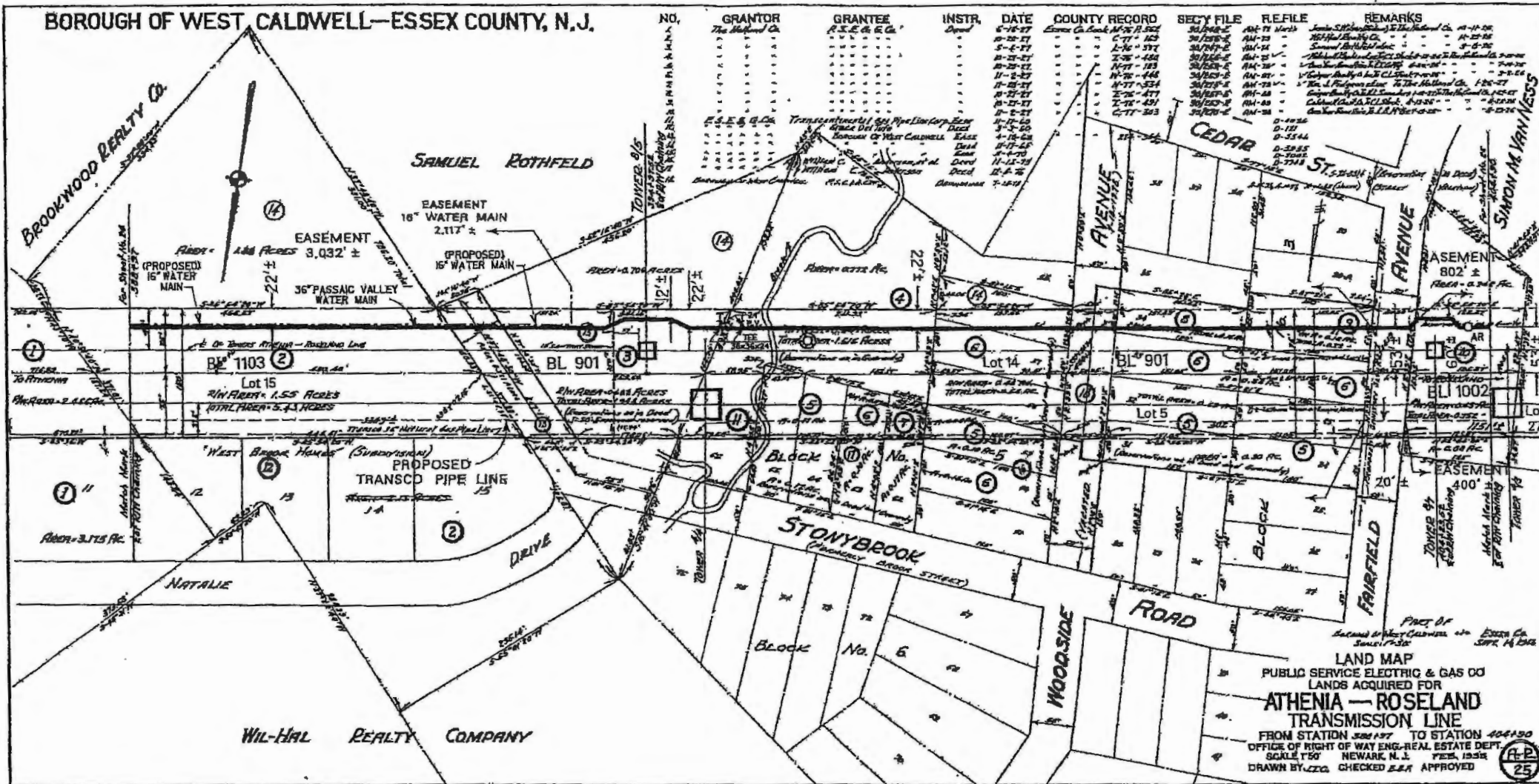
16" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,604' ±
TOTAL CONSENT: 598' ±

MAP REDUCED
USE BAR SCALE



REVISIONS:
1- 02-28-02
2- 06-02-03 AS BUILTS
3- 11-05-03

000009



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PSEG
Services Corporation
CORPORATE HEADQUARTERS
80 Park Plaza
Newark, N.J. 07102-4194
Phone : (973) 430-7900
Fax : (973) 643-7369

SURVEYS & MAPPING
GEOSPATIAL INFORMATION SYSTEMS

PUBLIC SERVICE ELECTRIC & GAS Co.
EASEMENT TO BE GRANTED TO
PASSAIC VALLEY WATER COMMISSION
FOR 36" WATER MAIN

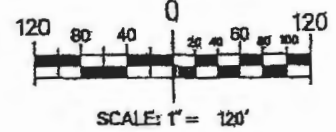
SEPTEMBER 20, 2002

- LEGEND:**
- AIR RELEASE VALVE
 - AR
 - ⊙ PUMP OUT MANHOLE

36" WATER MAIN
TOTAL EASEMENT: 16,016' ±
TOTAL WATER MAIN: 17,195' ±
TOTAL CONSENT: 644' ±

16" PROPOSED WATER MAIN
TOTAL EASEMENT: 2,804' ±
TOTAL CONSENT: 596' ±

MAP REDUCED
USE BAR SCALE



- REVISIONS:**
- 1- 02-28-02
 - 2- 06-02-03 AS BUILTS
 - 3- 11-05-03

000010



EXHIBIT B

EXHIBIT B

The properties within the Athenia-Roseland Right-of-Way, affected by this Easement, are particularly described on the tax maps of the Township of Cedar Grove, Borough of North Caldwell, and Township of West Caldwell, as follows:

Township of Cedar Grove, County of Essex and State of New Jersey:

Tax Block 310, Lot 50.02; Tax Block 311, Lot 51; Tax Block 313, Lot 7; and Tax Block 314, Lot 17.

Borough of North Caldwell, County of Essex and State of New Jersey:

Tax Block 66, Lot 4; Tax Block 603, Lot 11; Tax Block 705, Lot 2; Tax Block 802, Lot 2B; Tax Block 803, Lot 3; Tax Block 804, Lot 13; Tax Block 1105, Lot 17; Tax Block 1206, Lot 9; and Tax Block 1207, Lot 1.

Township of West Caldwell, County of Essex and State of New Jersey:

Tax Block 407, Lot 14; Tax Block 409, Lot 12; Tax Block 603, Lots 35 and 36; Tax Block 701, Lot 10; Tax Block 706, Lot 26; Tax Block 901, Lots 5 and 14; Tax Block 1002, Lot 27; and Tax Block 1103, Lot 15.

Deed of Easement

Dated: As of December __, 2009

PUBLIC SERVICE GAS & ELECTRIC
COMPANY,

Grantor,

TO

PASSAIC VALLEY WATER
COMMISSION

Grantee(s).

Record and return to:

Waters, McPherson, McNeill, P.C.
P.O. Box 1560
300 Lighting Way
Secaucus, New Jersey 07096-1560

ATTN: Eric D. McCullough, Esq.

EXHIBIT C



Memorandum

To: Patrick Porcaro, P.E., PVWC

From: Alec Mittiga, P.E., H2M

Cc: Arthur Eschete, H2M
Chris Wright, P.E. H2M
Jim Roberts, P.E., H2M
Rachel Kim, P.E., H2M

RE: Passaic Valley Water Commission
Cathodic Protection – PSE&G New Service Line

Date: December 6, 2024

PVWC has an existing easement agreement with PSE&G to install and maintain their 36-inch water main within PSE&G property. PSE&G has requested an amendment to this easement agreement; PSE&G is proposing to run a new service line within PVWC's easement to install a connection between utility pole and station. There is a potential for this proposed service line to impose current on the existing PVWC main, making the main vulnerable to stray current corrosion. The existing water main was installed with a cathodic protection system in 1992.

Corrosion control is often site specific. Due diligence testing will be performed by a Corrosion Specialist, certified by the Association for Materials and Performance (AMPP), formerly National Association of Corrosion Engineers (N.A.C.E), to evaluate existing conditions.

Baseline cathodic protection survey should be performed to understand the status of the existing system:

- Perform an evaluation of the existing main:
 - Test existing anode output current/voltage;
 - Test existing insulating joints;
 - Test electrical continuity of the existing pipeline;
 - Evaluate pipe thickness to quantify any existing corrosion and/or loss of material. (Note: This requires excavation to the existing 36-inch water main for inspection and Ultrasonic Thickness Gauging (UT))
- Take soil samples and test for resistivity
- Perform baseline stray current testing
- Identify any existing facilities and the status of ownership and operations, for the area of immediate concern relative to the new work.

Baseline survey results shall be used to prepare a report of findings with preliminary recommendations and provided to PVWC's Engineer for review. PSE&G should provide their service line design for review by Corpro and PVWC's Engineer, as the proposed design may affect the recommendations. It should also be noted that a subsequent survey may be recommended after the service line is installed to evaluate whether adjustments should be made to the preliminary recommendations for the cathodic protection system design.

The baseline survey will primarily be the responsibility of PVWC. It is recommended that PSE&G's cathodic protection team perform their own independent testing. Comparison of data will also provide additional insight into the design of any new proposed cathodic protection systems.

Details of the required cathodic protection system will be developed based on the data collected during due diligence testing and actual field conditions encountered.

All cathodic protection work shall be performed under the supervision of a Corrosion Specialist. The Corrosion Specialist (or designee) shall be responsible for all testing, installation, and survey work related to the cathodic protection system. A system shall be established to record all work done relating to this system. This may include (but is not limited to) the following:

- All preliminary due diligence (listed in the baseline cathodic protection survey checklist above);
- All anode ground bed installations, lead wire connections, and test box assemblies;
- Interim and final testing of the system (which includes, but is not limited to, testing of insulating joints, on and off pipe-to-soil potentials and stray current effects);
- Stray current surveys performed during and after installation;
- Electrical continuity of the installed pipeline;
- Conditions surrounding the pipeline affecting cathodic protection and remedial measures taken;
- Isolation of the pipeline from other existing metallic structures;
- As-built sketches, showing cathodic protection measures (anode and test station locations).

Final cathodic protection system design will be provided to PSE&G following the existing conditions assessment. Cathodic protection system may include (but is not limited to) the following:

- Cathodic protection test stations, which may be designed to measure more than one function (e.g. insulation and anode current output);
- Corrosion control measures including, but not limited to, the following:

- Anodes: net nominal weight of each anode shall be determined by the Corrosion Specialist based on data collected;
- Wiring: anode header wiring, pipe lead wires for insulation testing;
- Splices;
- Pipe Connections;
- Conduit for Roadway Crossing;
- Insulating joints;
- Permanent Reference Cells.

Material specifications, quantity and frequency of cathodic protection system measures, location of cathodic protection system measures, frequency of inspection and required maintenance of system, etc. to be determined by PVWC's Engineer upon review of the data collected during the due diligence phase of work.

After completion of system installation, testing will be required to ensure that the cathodic protection system is function properly. Field tests shall be performed under the supervision of the Corrosion Specialist. Testing requirements may include, but are not limited to, the insulating joints, cathodic protection system, and stray currents. A final report shall be submitted including data summaries for all testing sessions, as-built drawings, and performance evaluations.

The primary reference standard for the cathodic protection system work is AMPP SP01-69, "Recommended Practice – Control of External Corrosion on Underground or Submerged Metallic Piping Systems"; the most recent version of this document shall be used.

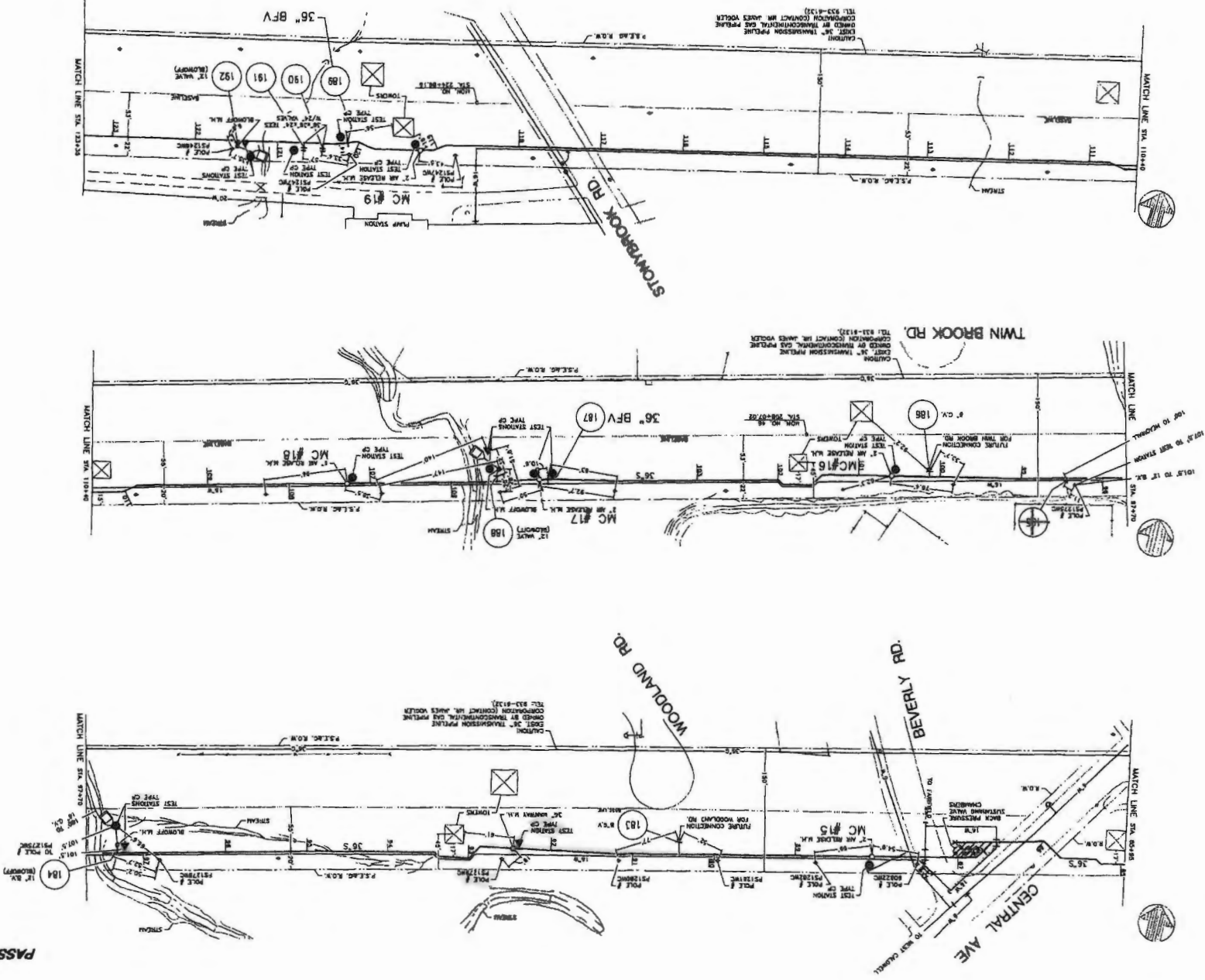
EXHIBIT D

PASSAIC VALLEY WATER COMMISSION
TRANSMISSION MAINS

46

SCALE: 1"=100'
REVISED: MAR 2011

▲ - TEST STATION (PLUMB)
● - TEST STATION (UNDER GROUND)



RESOLUTION # 25-014

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVING CHANGE ORDER NO. 1 AND TIME EXTENSION FOR PROJECT NO. 23-PE-05 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR ENVIRONMENTAL REGULATORY COMPLIANCE ISSUES AND DESIGN AND PROVIDE CONSTRUCTION MANAGEMENT FOR THE REMOVAL OF 6-INCH ASBESTOS-COATED STEAM PIPE IN MAIN"

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSAIER**

WHEREAS, PVWC awarded Contract No. 23-PE-05 entitled "Professional Engineering Services for Environmental Regulatory Compliance Issues and Design and Provide Construction Management for the Removal of 6-inch Asbestos-Coated Steam Pipe in Main" (the "Project") to H2M Architects and Engineers ("H2M") of Parsippany, New Jersey at PVWC's Commission Meeting on December 20, 2023 under Resolution No. 23-179 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$350,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 for continued support of groundwater sampling at the Clifton Yard and to support startup of the ACM Removal contract at the LFWTP Main Pump Station with an additional increase of \$15,000.00 which brings the total adjusted Contract Price up to \$365,000.00; and

WHEREAS, the Chief Engineer has reviewed H2M's Proposal for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved; and

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of March 15, 2025; and

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
RIGO SANCHEZ

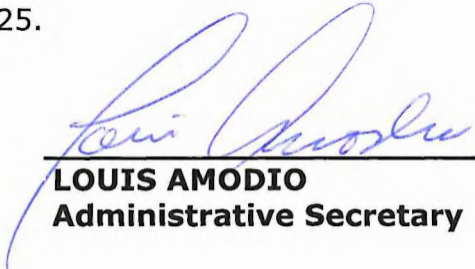


Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 23-PE-05 – Change Order No. 1
“Professional Engineering Services for Environmental
Regulatory Compliance Issues and Design and Provide
Construction Management for the Removal of 6-inch
Asbestos-Coated Steam Pipe in the Main Pump Station”
H2M Architects and Engineers

Amount of Project or Contract:

Project No. 23-PE-05
Increase of \$15,000.00
Not to Exceed \$365,000.00

1. Acct: # 001-0901-419-95-09
Capital/BLDGS/STRUCTURES-Little Falls
2. Specific Appropriation to which expenditures will be charged:
Capital - 2025

Other comments: Change Order Number 1 – Increase of \$15,000.00
for a New Not-to-Exceed of \$365,000.00

Date of Certification: January 24, 2025

Amount Certified: \$365,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-015

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVE CHANGE ORDER NO. 2 AND TIME EXTENSION FOR PROJECT 23-PE-06 ENTITLED "ENGINEERING SERVICES FOR REVIEW OF DEVELOPER SITE PLANS, ASSISTANCE WITH MANAGEMENT OF COMMISSION'S MASTER PERMIT WITH THE NJDEP & IMPLEMENTING DRAINAGE IMPROVEMENTS AT THE NEW STREET RESERVOIR FOR FLOOD MITIGATION"

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSA LIER**

WHEREAS, PVWC awarded Contract No. 23-PE-06 entitled " Engineering Services for Review of Developer Site Plans, Assistance with Management of Commission's Master Permit with the NJDEP & Implementing Drainage Improvements at the New Street Reservoir for Flood Mitigation" (the "Project") to H2M Architects and Engineers ("H2M") of Parsippany, New Jersey at PVWC's Commission Meeting on December 20, 2023 under Resolution No. 23-184 all in accordance with N.J.S.A. 40A:11-15; and in an amount not to exceed \$250,000.00; and

WHEREAS, PVWC issued Change Order No. 1 under Resolution No. 24-110 to continue performing program management support for developing the Commission's Water Main Replacement Program which includes performing extensive hydrant flow testing for model calibration and updating the Commission's hydraulic model for the duration of said contract and increased the Contract Price with an additional increase of \$215,000.00 which brought the total adjusted Contract Price up to \$465,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 2 for additional coordination work with the NJDEP, Passaic County, and Woodland Park for the New St Drainage Improvements and for developing the preliminary prioritization of water main replacement projects in PVWC's GIS with an additional increase of \$15,000.00 which brings the total adjusted Contract Price up to \$480,000.00; and

WHEREAS, the Chief Engineer has reviewed H2M's Proposal for ongoing work and found it to be reasonable, considering the nature and scope of additional Work involved; and

WHEREAS, the PVWC seeks a non-compensatory time extension for the Project thereby setting a new expiration date of March 15, 2025; and

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

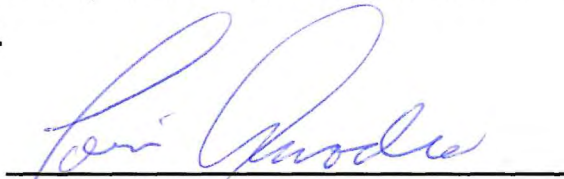
President
RIGO SANCHEZ

Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No. 23-PE-06 – Change Order No. 2
“Engineering Services for Review of Developer Site
Plans, Assistance with Management of Commission’s
Master Permit with the NJDEP & Implementing
Drainage Improvements at the New Street Reservoir
For Flood Mitigation”
H2M Architects and Engineers

Amount of Project or Contract:

Project No. 23-PE-06
Increase of \$15,000.00
Not to Exceed \$480,000.00

1. Acct: # 001-0901-419-95-30
Capital/BLDGS/STRUCTURES-Little Falls
2. Specific Appropriation to which expenditures will be charged:
Capital - 2025

Other comments: Change Order Number 2 – Increase of \$15,000.00
for a New Not-to-Exceed of \$480,000.00

Date of Certification: January 24, 2025

Amount Certified: \$480,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-016

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: JANUARY 24, 2025

Introduced by Commissioner: **CARMEN DEPADUA**

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, PVWC utilizes Nutanix Hyperconverged Clusters and the licenses found within this subscription enables PVWC to access hyperconverged computers which allows PVWC to more efficiently manage resources. These licenses 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 25672940, which is 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 \$84,633.60, a copy of a memorandum dated January 14, 2025 from the Director of 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 Purchasing Cooperative for procurement of the above-referenced licenses is hereby awarded to the Awardee as set forth hereinabove; and
2. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith, with respect to the State Contract as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

President
RIGO SANCHEZ



Secretary
RUBY N. COTTON

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

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 January 24, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann
From: L. Ducheine
cc: J. Mueller
Date: January 14, 2025
Re: Recommendation to fund License renewal for Nutanix Hyperconverged Clusters.

The Department of Information Technology is recommending the Commission approval of \$84,633.60 funding, for licenses renewal for the Nutanix computing cluster. As part of our infrastructure refresh, the commission is continuing to invest in large and highly specialized computers for data centers. This helps PVWC's technological roadmap by providing access to hyperconverged computers. Hyperconverged computers combine and pool processors, memory, storage and networking into a single integrated system; centrally managed. Although large and complex, it can be managed by fewer and highly specialized people, to more efficiently manage resources. Nutanix is the brand of hyper converged infrastructure (HCI) computers PVWC has selected. A better choice than other traditional data center infrastructure computers.

Multiple Nutanix servers work together as a cluster, to provide scalable and highly fault tolerant infrastructure. Software defined (software imitating hardware) technologies are used to manage resources, making it easier to deploy and manage virtualized resources.

Finally, it expands PVWC's technological possibilities in the future, because the cluster can be expanded to suit any use case. Guaranteeing that PVWC will always be able to serve its customers with world-class technology.

The processing, storage, networking and associated software to make the system work, require yearly licenses that must be renewed:

Item	Description	Fee Amt.
384	License & production SW support per Core (\$220.40/unit)	\$84,633.60
	TOTALS =	\$84,633.60

The renewal term is for 1 year funded by the NJ Cooperative Purchasing Alliance, Contract#: CK04, Subcontract # 24-38. The agreement has a 12- months duration.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B



Pricing Proposal
 Quotation #: 25672940
 Created On: 12/26/2024
 Valid Until: 2/19/2025

NJ-City of Passaic Valley Water Commission

Account Executive

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

John Turba
 300 Davidson Ave,
 Somerset NJ 08873
 Phone: 201-953-0265
 Fax:
 Email: John_Turba@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Nutanix Software Renewals Cisco Systems - Part#: NTX-SW-RENEW Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
2 Entitlement ONLY for Nutanix Cloud Infrastructure SW Cisco Systems - Part#: SVS-NT-SUP Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$0.00	\$0.00
3 Renew NCI-D ProSW LIC & Production SW Supp per Core Cisco Systems - Part#: NT-NCI-D-PRO-PRR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Note: 12 Months	384	\$220.40	\$84,633.60
Total			\$84,633.60

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

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

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Cisco's Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

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

Description of Project or Contract: **New Jersey Cooperative Purchasing Alliance
Contact No. CK04, Subcontract #24-39
SHI Quotation # 25672940**

Amount of Project or Contract: \$84,633.60 – SHI Corp.

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

Other comments: Renewal

Date of Certification: January 24, 2025

Amount Certified: \$84,633.60

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb
