



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #23-EXE-11

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: NOVEMBER 29, 2023

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

COMMISSIONER:JOSEPH KOLODZIEJ offers the following Resolution for adoption:

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

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

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

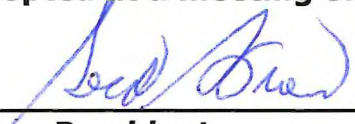
1. The public shall be excluded from discussion of the hereinafter-specified subject Matters; Contracts, Security, Negotiations, Personnel, Law and: other matters as may be discussed *in camera*.
2. It is anticipated at this time that the above-stated subject matters will be ratified During public meeting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

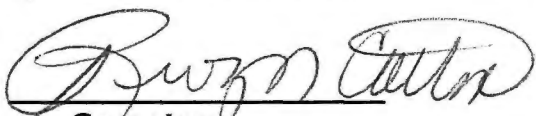
Second by COMMISSIONER: RIGO SANCHEZ Time:9:39 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President
GERALD FRIEND


Secretary
RUBY N. COTTON

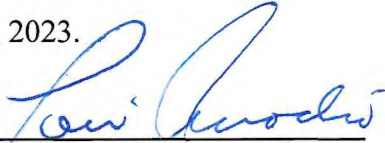
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



PASSAIC VALLEY WATER COMMISSION

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of NOVEMBER 29, 2023.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 23-153

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 23-V-15 ENTITLED
"FURNISH AND DELIVER SODIUM HYPOCHLORITE"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on November 21, 2023 three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 23-V-15 entitled "Furnish and Deliver Sodium Hypochlorite"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of JCI Jones, Inc. of Sarasota, Florida (the "Awardee") with respect to said bid, in the amount of \$1,200,00.00 for a period of one (1) year; and

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

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

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

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

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

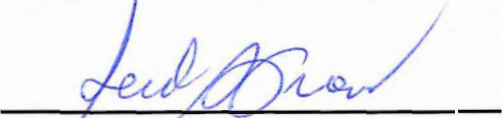
20.7, and in accordance with said Response, as set forth hereinabove; and

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

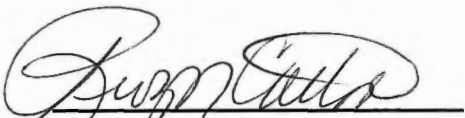
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

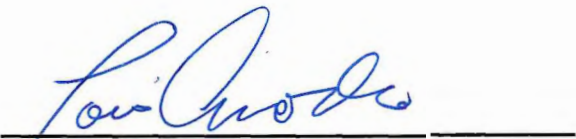


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Sodium Hypochlorite
 Contract #23-V-15
 Bid Tabulation Evaluation
 Bid Opening Date: November 21, 2023 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
JCI Jones Chemicals, Inc.	Certified Check Cashier's Check Bid Bond Not to Exceed	\$1,200,000.00	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Univer Solutions	Certified Check Cashier's Check Bid Bond Not to Exceed	\$1,413,750.00	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
Kuehne Chemical Co. Inc	Certified Check Cashier's Check Bid Bond Not to Exceed	\$1,680,000.00	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond Not to Exceed		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 23-V-15
"Furnish and Deliver Sodium Hypochlorite"
JCI Jones, Inc.

Amount of Project or Contract:

\$1,200,000.00 – Contract 23-V-15

1. Acct: # 001-1002-421-70-11 PURCHASES/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
Budget - 2023/2024

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$1,200,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-154

PASSAIC VALLEY WATER COMMISSION

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

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on November 21, 2023 one (1) bid was received by Passaic Valley Water Commission ("PVWC") for Contract No. 23-B-14 entitled "Removal and Disposal of Process Residuals"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Spectraserv, Inc. of Kearny, New Jersey (the "Awardee") with respect to said bid, in the amount of \$1,491,090.00 for a period of two (2) years; and

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

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

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

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

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

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

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

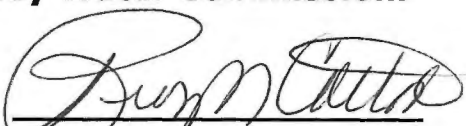
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

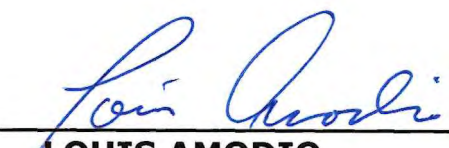


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

TITLE: Removal and Disposal of Process Residuals
 Contract # 23-B-14
 Bid Tabulation Evaluation
 Bid Opening Date: November 21, 2023 at 11:00 AM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Spectraserve	Certified Check	\$1,491,090.00	☒ Business Registration Cert.
	Cashier's Check		☒ PVWC Consent of Surety
	☒ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ 10% \$20,000		☒ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	☐ \$20,000		☐ EEO

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 23-B-14
 "Removal and Disposal of Process Residuals"
 Spectraserv, Inc.

Amount of Project or Contract:

\$1,491,090.00 – Contract 23-B-14

1. Acct: # 001-1002-421-74-02 Residual Management/Hauling
2. Specific Appropriation to which expenditures will be charged:
Budget - 2023/2024/2025

Other comments: Two Years Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$1,491,090.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-155

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 23-B-05 ENTITLED
"AUDITORIUM/PURIFICATION STAIR ENCLOSURE AT THE
PVWC LITTLE FALLS WATER TREATMENT PLANT, BOROUGH OF
TOTOWA, NEW JERSEY"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, on November 21, 2023 five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 23-B-05 entitled "Auditorium/Purification Stair Enclosure at the PVWC Little Falls Water Treatment Plant, Borough of Totowa, New Jersey"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Grove Contracting, LLC of Verona, New Jersey (the "Awardee") with respect to said bid, in the amount of \$1,192,000.00 for a period of one (1) year; and

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

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

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

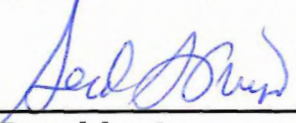
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

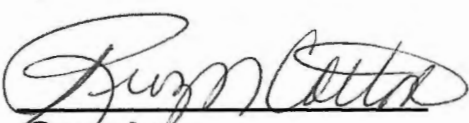
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

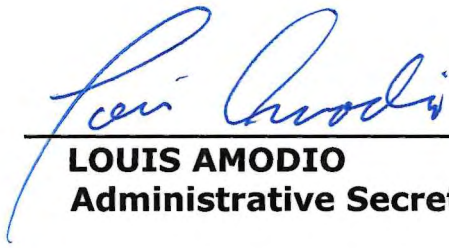


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

TITLE: Auditorium/Purification Stair Enclosure at the PVWC LFWTP, Totowa, NJ

Contract # 23-B-05

Bid Tabulation Evaluation

Bid Opening Date: November 21, 2023 at 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
GROVE CONTRACTING, LLC	Certified Check	\$1,102,000.00 \$1,192,000.00	☒ Business Registration Cert.
	Cashier's Check		☒ PVWC Consent of Surety
	☒ Bid Bond		☒ Other Consent of Surety
	☒ 10% Not to Exceed \$20,000		☒ Public Works Cont. Cert.
AB CONTRACTING, LLC	Certified Check	\$1,397,397.00	☒ EEO
	Cashier's Check		☒ Business Registration Cert.
	☒ Bid Bond		☒ PVWC Consent of Surety
	☒ 10% Not to Exceed \$20,000		☒ Other Consent of Surety
ZN CONSTRUCTION	Certified Check	\$1,428,500.00	☒ Public Works Cont. Cert.
	Cashier's Check		☒ EEO
	☒ Bid Bond		☒ Business Registration Cert.
	☒ 10% Not to Exceed \$20,000		☒ PVWC Consent of Surety
PHELPS CONSTRUCTION GROUP	Certified Check	\$1,440,000.00	☒ Other Consent of Surety
	Cashier's Check		☒ Public Works Cont. Cert.
	☒ Bid Bond		☒ EEO
	☒ 10% Not to Exceed \$20,000		☒ Business Registration Cert.
SENCO METALS LLC	Certified Check	\$2,236,000.00	☒ PVWC Consent of Surety
	Cashier's Check		☒ Other Consent of Surety
	☒ Bid Bond		☒ Public Works Cont. Cert.
	☒ 10% Not to Exceed \$20,000		☒ EEO
	Certified Check		☐ Business Registration Cert.
	Cashier's Check		☐ PVWC Consent of Surety
	☐ Bid Bond		☐ Other Consent of Surety
	☐ Not to Exceed		☐ Public Works Cont. Cert.
	Certified Check		☐ EEO
	Cashier's Check		☐ Business Registration Cert.
	☐ Bid Bond		☐ PVWC Consent of Surety
	☐ Not to Exceed		☐ Other Consent of Surety

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Contract No. 23-B-05
 “Auditorium/Purification Stair Enclosure at the
 LFWTP, Totowa, New Jersey”
 Grove Contracting, LLC

Amount of Project or Contract:

\$1,192,000.00 – Contract 23-B-05

1. Account # 001-0901-419-95-05 CAPITAL/OUTSIDE CONTRACTORS
2. Specific Appropriation to which expenditures will be charged:
Capital - 2023/2024/2025

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$1,192,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-156

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROJECT 23-PA-06 ENTITLED
"PROFESSIONAL SERVICES FOR ARMORED CAR SERVICES"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or Extraordinary Unspecifiable Services) for Project 23-PA-06 entitled "Professional Services for Armored Car Services" (hereinafter the "Project"); and

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of 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 evaluated each response based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on said evaluation, the firm of Steve Olimpio Detective Agency (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the aforementioned Project based upon their response received on November 21, 2023 [hereinafter the "Response"], with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$18,720.00 over a period of one (1) year 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, the Responses, copies of which are on file in the office of the Administrative Secretary and available for inspection; 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, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of said certification is attached hereto and made a part hereof as **Exhibit B.**

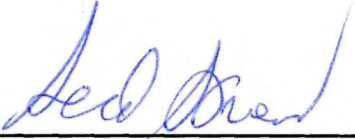
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
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.

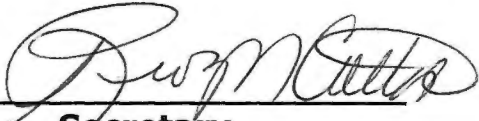
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



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 Steve Olimpio Detective Agency, PROFESSIONAL") having a place of business at P.O. Box 276, in the County of Morris and State of New Jersey.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PA-06** entitled "**PROFESSIONAL SERVICES FOR ARMORED CAR SERVICES**"; and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & 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 proposal dated _____, 20__, are collectively referred to herein as the "PROPOSAL"; 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 **not to exceed \$18,720,00.**

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.

STEVE OLIMPIO DETECTIVE AGENCY

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
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. 23-PA-06
"Professional Services for Armored Car Services"

Amount of Project or Contract:

\$18,720.00 – Project No. 23-PA-06

1. Account #001-0501-415-72-24 PURCHASES- Services/Financial
2. Specific Appropriation to which expenditures will be charged:
Budget - 2023/2024

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$18,720.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-157

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROJECT 23-PA-09 ENTITLED
"PROFESSIONAL SERVICES FOR ARBITRAGE CALCULATION
INCLUDING POST-ISSUANCE TAX LAW COMPLIANCE"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or Extraordinary Unspecifiable Services) for Project 23-PA-09 entitled "Professional Services for Arbitrage Calculation Including Post-Issuance Tax Law Compliance" (hereinafter the "Project"); 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 evaluated each response based on criteria as set forth in the request for responses for the Project; and

WHEREAS, based on said evaluation, the firm of PFM Asset Management, LLC, (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the aforementioned Project based upon their response received on November 21, 2023 [hereinafter the "Response"]", with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$28,000.00 over a period of one (1) year 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, the Responses, copies of which are on file in the office of the Administrative Secretary and available for inspection; 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, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
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.

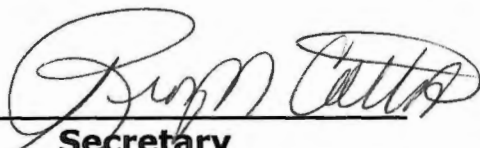
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



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 PFM Asset Management, LLC, a professional firm (hereinafter "PROFESSIONAL") having a place of business at 23 Market Street, in the City of Harrisburg, State of Pennsylvania.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to Project Number **23-PA-09** entitled "**PROFESSIONAL SERVICES FOR ARBITRAGE CALCULATION, INCLUDING POST-ISSUANCE TAX LAW COMPLIANCE**"; and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, D & 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 proposal dated November, 21, 2013, are collectively referred to herein as the "PROPOSAL"; 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 F **not to exceed \$28,000**.

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.

PFM Asset Management, LLC

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
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. 23-PA-09
 “Professional Services for Arbitrage Calculation
 Including Post-Issuance Tax Law Compliance”

Amount of Project or Contract:

\$28,000.00 – Project No. 23-PA-06

- 1. Account Number: 001-0501-415-72-24
- 2. Specific Appropriation to which expenditures will be charged:
 Budget - 2023/2024

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023 Amount Certified: \$28,000.00

Yitzhak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 23-158

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**CHANGE ORDER NO. 1 – BUDGET AMENDMENT FOR DIGITALIZATION
OF PVWC’S ARCHIVED CLERK RECORDS
UNDER THE ESCNJ DOCUMENT MANAGEMENT COOPERATIVE**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC entered into an Agreement with Foveonics to digitalize PVWC’s Archived Clerk Records under the ESCNJ Document Management Cooperative at PVWC's Commission Meeting dated April 26, 2022 (PVWC Resolution 23-057) in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$65,812.00; and

WHEREAS, Proposed Change Order No. 1 is to cover an unanticipated overage in personnel files that were required to be scanned for archiving which further increased the total adjusted Contract Price by \$22,875.90 as proposed in the correspondence from Foveonics on September 22, 2023 is attached hereto as **Exhibit A**, bringing the revised not to exceed to a total of \$88,687.90; and

WHEREAS, the Director of IT has reviewed Foveonics 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. The Memorandum of the Director of IT dated November 7, 2023, is attached hereto as **Exhibit B**; and

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

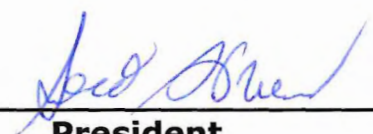
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

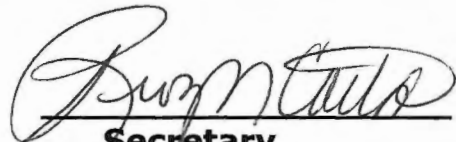
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSA LIER, R.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

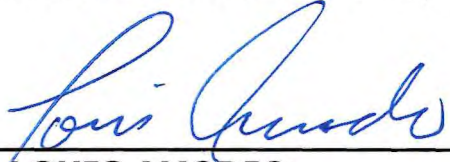


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

EXHIBIT A

Foveonics Document Solutions
999 Willow Grove Street, Suite 3A
Hackettstown, NJ 07840
+1 8885857226
Finance@Foveonics.com



INVOICE

BILL TO
Marisah Potkalesky
Passaic Valley Water
Commission
1525 Main Avenue
Clifton, NJ 07011

INVOICE # 3546
DATE 09/22/2023
DUE DATE 10/22/2023
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Overage			
Boxing and Labeling of Files	93	18.00	1,674.00
Preparation of Files	437	18.00	7,866.00
Indexing of Files	91,672	0.05	4,583.60
Scanning Small Format (Less than 11" X 17")	91,672	0.039	3,575.21
Scanning Services for Large Documents (Greater than 11" X 17")	2,741	0.49	1,343.09
Quality Control	213	18.00	3,834.00
BALANCE DUE			\$22,875.90

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: November 7, 2023

Re: Recommendation to fund \$22,875.90 Foveonics Phase01 budget excursion

Please accept this Memorandum as a formal recommendation, from the Department of Information technology, to allocate extra funding for Foveonics' exceeding Phase01 of ODHR document scanning budget.

Foveonics, at the start of the project, prescribed a fee schedule to address the different types of documents to be scanned. As a result of misalignment between document types and fee schedule, \$22,875.90 in additional fees were incurred by PVWC. For instance, in response to the question of whether documents were double or single sided, the response was that all documents were single sided. It turns out that there was a substantial amount of documents, mixed in the 120 boxes that were scanned by the vendor; effectively doubling each count.

Additionally, the question was asked if there were documents smaller than 8.5"x11" or larger than 11"x17". Documents that were smaller or larger than these sizes were assessed, by the vendor, to be more labor-intensive and cost more to process.

Finally, we have communicated to the vendor that, in the future, when similar circumstances are evident ... the appropriate course of action is to contact the PVWC project manager for guidance. Under no circumstances should they consider scanning, in ways that will impact the agreed upon budget constraints, without such guidance.

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: **Digitalizing Archived Clerk Records
Cooperative Pricing Agreement –
ESCNJ – Foveonics Document Solutions**

Amount of Project or Contract:

\$22,875.90 Increase for a New Not-to-Exceed \$88,687.90

1. Acct: # 001-0901-419-33-01 Professional Services Computer Consulting
2. Specific Appropriation to which expenditures will be charged:
Budget - 2023

Other comments: Change Order #1 - One Time Increase

Date of Certification: November 29, 2023

Amount Certified: \$88,687.90

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NUMBER: 23-159

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR MEMBER PARTICIPATION IN THE SOMERSET
COUNTY PRICING SYSTEM #2SOCCP**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Somerset County Pricing System #2SOCCP of New Jersey, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, the Passaic Valley Water Commission desires to become a member of the Somerset County Pricing System #2SOCCP, effective November 29, 2023 and, that such membership shall be for the period ending November 28, 2024, and each renewal thereafter of the system, unless PVWC elects to formally withdraw from the system; and

WHEREAS, the Somerset County Pricing System #2SOCCP Agreement is attached hereto as **Exhibit A**.

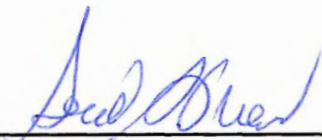
NOW, THEREFORE BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Board President is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency; and
2. The Lead Agency, Somerset County Pricing System #2SOCCP shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey; and
3. 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
4. This resolution shall take effect immediately upon passage.

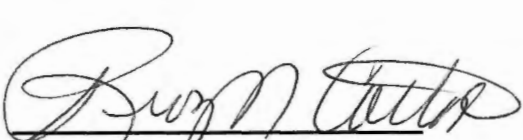
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

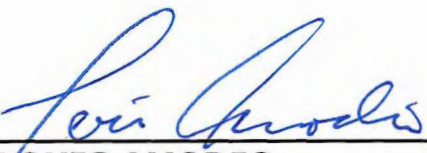


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID# - 2SOCCP

COOPERATIVE PRICING SYSTEM AGREEMENT

This agreement made and entered into this ____ day of _____ 20__ by and between the County of Somerset (Lead Agency), and the _____, who desire to participate in the SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID#-2SOCCP.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Somerset is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with aforementioned statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter *On The Anniversary Of The Registration of the System* publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its own official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired (IF NOT AN OPEN END CONTRACT), the location for delivery and other requirements, to permit the preparation of specification as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. Single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids shall receive bids on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries, be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.

- 13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
- 14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
- 15. This agreement shall become effective on the date of the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
- 16. The County of Somerset shall on behalf of all local units participating in the cooperative pricing system renew the system every five (5) years in perpetuity; unless all parties give written notice that there is no longer a desire to need for participation in the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-7.6, as may be amended.
- 17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded, in this case #2 SOCCP.
- 18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

ATTEST:	COUNTY OF SOMERSET
_____	BY: _____
CLERK OF THE BOARD	DIRECTOR OF THE BOARD

FOR THE PARTICIPATING UNIT

ATTEST:	PARTICIPATING UNIT NAME
_____	BY: _____
NAME TITLE	NAME TITLE

RESOLUTION NO. 23-160

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 23-PT-01 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR DISINFECTION OPTIMIZATION AND RELATED
MATTERS"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 23-PT-01 entitled "Professional Engineering Services for Disinfection Optimization and Related Matters" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for the optimization of controls for production of ozone at the LFWTP; and

WHEREAS, said Contract is the second phase out of the four phases required to complete said project; and

WHEREAS, the firm of Process Applications, Inc. of Fort Collins, Colorado (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$35,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

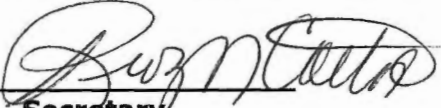
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

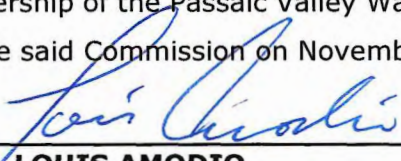


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") made as of _____, 20__ between PASSAIC VALLEY WATER COMMISSION ("PVWC"), a Public Utility Company organized pursuant to its enabling statute (N.J.S.A. 40:62-108 et seq.), having its principal place of business at 1525 Main Avenue, Clifton, New Jersey 07011, and Process Applications, Inc., a professional firm (hereinafter "PROFESSIONAL") having a place of business at 2627 Redwing Road, Suite 340, in the City of Fort Collins, in the State of Colorado.

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

related to **Project Number 23-PT-01** entitled **Professional Engineering Services for Disinfection Optimization and Related Matters** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated November 21, 2023, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this

AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$35,000.00**.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Except as otherwise approved by PVWC, for the PROJECT, PVWC will be responsible for furnishing all approvals and permits from governmental authorities and other entities having

jurisdiction over the scope of the work to be performed and approvals from others as may be necessary for the timely completion of the said work, including payment of all permit fees.

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

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

PROCESS APPLICATIONS, INC.

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
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. 23-PT-01
 "Professional Engineering Services for Disinfection
 Optimization and Related Matters"

Amount of Project or Contract:

\$35,000.00 – Project No. 23-PT-01

1. Acct: # 001-0901-419-95-30 CAPITAL/Misc.Upgrades
2. Specific Appropriation to which expenditures will be charged:
 Capital - 2023/2024

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$35,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-161

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 23-PT-02 ENTITLED "PROFESSIONAL
ENGINEERING SERVICES FOR CORROSION CONTROL, MICROBIOLOGICAL
TREATMENT AND PILOTING PFAS TREATMENT"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Contract No. 23-PT-02 entitled "Professional Engineering Services for Corrosion Control, Microbiological Treatment and Piloting PFAS Treatment" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) for the optimization of controls for production of ozone at the LFWTP; and

WHEREAS, said Contract is the second phase out of the four phases required to complete said project; and

WHEREAS, the firm of Cornwell Engineering Group, Inc. of Newport News, Virginia (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$550,000 over a period of one (1) year, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of

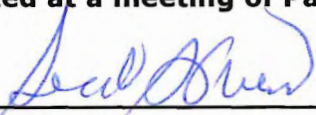
PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and

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

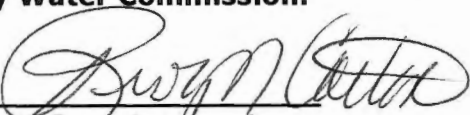
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

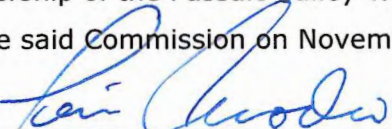


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

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

APPENDIX C

FORM OF AGREEMENT

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

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

related to **Project Number 23-PT-02** entitled **Professional Engineering Services for Corrosion Control, Microbiological Treatment, and Piloting PFAS Treatment** (hereinafter the "PROJECT"); and

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

WHEREAS, PROFESSIONAL represents that it has the experience and the required professional knowledge to provide the professional services, and/or extraordinary unspecifiable services, as applicable (hereinafter "PROFESSIONAL SERVICES"), and as required by PVWC in this regard as set forth in the "Public Notice", "Table of Contents", and the "Request for Proposals" of the "Request for Proposals for Professional Services (or Extraordinary Unspecifiable Services)", and Appendices A, B, C, & D of the Solicitation (and including, where applicable, Appendix E with additional technical and other requirements attached thereto); all of which, along with a copy of the PROFESSIONAL'S proposal dated _____, 20__, are collectively referred to herein as the "PROPOSAL"; and

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

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

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

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

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

3. The cost of services for those portions, if any, of the PROJECT that are pre-authorized in writing by the Commission (and subsequently performed by PROFESSIONAL pursuant to this AGREEMENT for PROJECT) shall be as stipulated in **Appendix D** or in accordance with the QUALIFICATIONS **not to exceed \$550,000.00**.

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

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

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

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

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

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

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

10. PROFESSIONAL shall maintain insurance.

Insurance Coverages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

PROFESSIONAL FIRM

Witness or Attest

Secretary

(Seal)

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
GERALD FRIEND
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. 23-PT-02
 "Professional Engineering Services for Corrosion
 Control, Microbiological Treatment & Piloting
 PFAS Treatment"

Amount of Project or Contract:

\$550,000.00 – Project No. 23-PT-02

1. Acct: # 001-0901-419-95-30 CAPITAL/ Misc Upgrades
2. Specific Appropriation to which expenditures will be charged:
 Capital - 2023/2024

Other comments: One Year Commencing in November 2023

Date of Certification: November 29, 2023

Amount Certified: \$550,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 23-162

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**PROCUREMENT OF THE UNINTERRUPTIBLE POWER SUPPLY
(UPS) THROUGH THE NEW JERSEY COOPERATIVE PURCHASING
ALLIANCE**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, critical network equipment is outdated and must be upgraded for the purpose of power supply redundancy to strengthen the resiliency of PVWC's network so that PVWC will be better protected during disruptive events; and

WHEREAS, New Jersey Cooperative Purchasing Alliance, Contract Number CK04, Subcontract Number 22-24 (the "State Contract"), as described on Quotation Number 24103813, see **EXHIBIT A**, is for the procurement of said equipment needed to complete these essential IT-related power supply projects; 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 \$219,269.83, a copy of a memorandum dated November 6, 2023 from the IT Department, attached hereto as **Exhibit B**; and

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

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

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

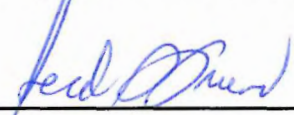
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

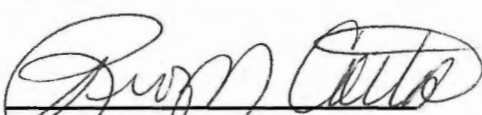
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSA LIER, R.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

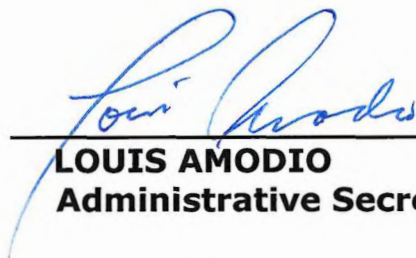


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
Quotation #: 24103813
Created On: 10/26/2023
Valid Until: 12/31/2023

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 Liebert EXM Single Module UPS System & Maintenance Contract SKAE Power Solutions LLC - Part#: NPN-SKAE Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24 Note: Bill of Materials Attached	1	\$180,114.61	\$180,114.61
2 Add Alternate 1: Existing Battery Replacement SKAE Power Solutions LLC - Part#: NPN-SKAE Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24 Note: Bill of Materials Attached	1	\$25,568.26	\$25,568.26
3 Add Alternate 2: Load Bank Testing SKAE Power Solutions LLC - Part#: NPN-SKAE Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24 Note: Bill of Materials Attached	1	\$13,586.96	\$13,586.96
		Total	\$219,269.83

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

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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.



October 23, 2023

John Turba
SHI
PubSec Account Executive

Subject: **UPS Equipment and Services Proposal for Passaic Valley Water Commission
Proposal No. 23-P09-07R2**

Dear Mr. Turba,

Skae Power Solutions, LLC (SPS) is pleased to offer the following bill of materials and pricing to provide new UPS equipment and preventative maintenance services for Passaic Valley Water Commission.

BILL OF MATERIALS

EQUIPMENT

Liebert EXM Single Module UPS System each consisting of the following:

One (1) 30 kVA / KW Liebert EXM UPS:

- Model 47SA030, with the following features:
- System Input Voltage of 208/120V, 3 Phase, 4 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- UPS Capacity 30 kVA / 30 KW UPS System
- 208V Native Output Voltage
- Single Input Configuration
- Hardwired input – / Two 100 amp sub feed breakers for the output distribution
- UL and cUL Listed to UL Standard 1778 5th Edition
- Casters and leveling feet
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with. Supports third-party management systems using SNMP, Modbus or BACnet.
- One (1) IS-RELAY Relay Contact Card(s)
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation

P.O. BOX 615 – 348 ROUTE 9W, PALISADES, NY 10964
PHONE: 845-365-9105 • FAX: 845-365-9104

- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions.
Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access /Front only service access
- Local Emergency Power Off (EPO)

UPS Dimensions:

- UPS dimensions – 24” w x 39.1” d x 78.7” h
- UPS weight–758 lbs
- Total heat dissipation at full load of 30 KW –6,189 btu’s
- Unit Clearance Required During Operation – 36” front clearance or adherence to local jurisdiction code dictated at the site location– 24” over top of unit

Battery run time

- Providing 128 min @ 30 kVA/ 30 KW
- Utilizing (3)-880 MM External Cabinets of ENERSYS HX400-FR Batteries
- External Cabinets Mounted/Installed Remote from the UPS Module

BATTERY CABINET DIMENSIONS

- Each Battery Cabinet dimension–35” w x 39.1” d x 78.7” h
- Each Battery Cabinet weight –2,693 lbs
- Unit Clearance Required During Operation – 36” front clearance or adherence to local jurisdiction code dictated at the site location– 24” over top of unit

One (1) Maintenance Bypass Distribution Cabinet model 47MBD36CC3- with the following features:

- 3 Switching Devices (BIB,MBB,MIB)
- 150 Amp Breaker trip rating / Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 600 MM – 24 inches Frame Size - Front Access service design
- (2) 100 Amp, sub-feed breakers -
- Bypass dimensions –24” w x 39.1” d x 78.7” h
- Bypass weight – 625 lbs
- Unit Clearance Required During Operation – 36” front clearance or adherence to local jurisdiction code dictated at the site location– 24” over top of unit

UPS and Bypass Lineup – 48” w x 39.1” d x 78.7” h 1,383lbs
Remote Battery Cabinet QTY (3) line up - 105” w x 39.1” d x 78.7” h 8,079lbs
Lead Time – 18- 20 weeks

SERVICES

UPS EQUIPMENT SERVICES

- UPS Installation Support 7x24
 - Performed by Liebert factory trained Customer Engineers.
 - Any customer site visit is limited to eight (8) hours.
 - Includes Extended Installation Support prior to system start-up, scheduled at the

SKAE POWER SOLUTIONS, LLC

- customer's convenience (excluding national holidays), within 150 miles of a Liebert Services' Service Center.
- One pre-site meeting with the installation contractor.
- Review installation documentation, follow up on any discrepancies.
- Identify potential installation problems during the process, avoiding potential delays further in the installation schedule.
- Field questions from installing contractors regarding specific connections to the system.
- Review system options, follow up on any discrepancies with Liebert sales representative, and arrange for option kits on site in advance of start-up, thereby reducing potential delays.
- Regular visits at an agreed upon time period, or attend scheduled project meetings as required.
- On-call support seven days a week (phone support or site visit as required).
- Review site for acceptance testing requirements, load bank placement, etc., as applicable.
- Final report provided for customer records, certifying the installation meets Liebert standards, prior to commencing start-up activities.
- **System Startup Services 7x24**
 - Startup includes one site trip by a LS customer engineer after the UPS has been installed. The site trip includes the following services for one UPS module: non-powered inspection, UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training.
 - Startup also includes remedial onsite labor, parts, and travel for the full one-year warranty period.
 - Startup 24x7 is scheduled at the customers designated time – with 1 PM in the first year
- **Basic on Site Training by Customer Engineer 7x24**
 - Performed by Liebert factory trained Customer Engineers.
 - Any customer site visit is limited to (4) hours per visit. Includes basic operational training of the system, after start-up is completed, at the customer's convenience (excluding national holidays), within 150 miles of a Liebert Services' Service Center. Includes access to Liebert Customer
 - Services Network On-Line Internet portal.
 - Operational training intended to familiarize the customer and their representatives with the equipment, display and menu tree navigation, alarm interpretation and actions, basic user maintenance, etc.
 - Training generally follows the Operation & Maintenance manual for the equipment provided.
 - No system or board level schematics of the equipment are provided as part of this training. Site electrical single-line diagrams are to be referenced as necessary for the training.
 - Options demonstration (as applicable). Final report provided for customer records.

UNINTERRUPTIBLE POWER SYSTEMS EXM UPS ONLY ESSENTIAL SERVICE - 1 PM

- **UPS Full Preventive Maintenance Service**
 - Perform a temperature check on all breakers, connections and associated controls.
 - Repair and/or report all high temperature areas.
 - Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
 - Check air filters for cleanliness. (If applicable)
 - Record all voltage and current meter readings on the display.

SKAE POWER SOLUTIONS, LLC

- Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
- With customer approval, perform operational tests of the system including unit transfer and battery discharge.
- Calibrate and record all electronics to system specifications.
- Check or perform Engineering Field Change Notices (FCN) as necessary.
- Record phase-to-phase input voltage and currents.
- Review system performance with customers to address any questions and to schedule any repairs.
- Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)
 - Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery offline).
 - Measure and record the total battery float voltage and charging current.
 - Measure and record overall AC ripple current.
 - Measure and record overall AC ripple voltage.
 - Visually inspect the jars and covers for cracks and leakage.
 - Visually inspect for evidence of corrosion.
 - Measure and record ambient temperature.
 - Verify the condition of the ventilation equipment, if applicable.
 - Verify the integrity of the battery rack/cabinet.
 - Measure and record 100% of the cell temperatures.
 - Measure and record the float voltage of all cells.
 - Measure and record all internal impedance readings.
 - Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
 - Re-tighten all battery connections to the battery manufacturer specifications, offline only.
- Corrective Maintenance Performed as Required
 - Refurbish cell connections as deemed necessary by the detailed inspection report.

**UNINTERRUPTIBLE POWER SYSTEMS PERIPHERALS MAINTENANCE BYPASS
CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE
DISTRIBUTION CABINET ESSENTIAL SERVICE - 1 PM**

- Service Performed
 - Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
 - Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
 - Clean any foreign material and dust from internal compartments.
 - Perform a status check of alarm circuits. (If Applicable).
 - Calibration of the equipment to meet manufacturers specifications (if applicable).
 - Operational checkout of the system to include transfers and proper status indications.
 - Check or perform Engineering Field Change Notices (FCN) as necessary.
 - Return unit to operational service with normal load then measure and verify display indications.

STATIONARY BATTERY SYSTEM VRLA (SEALED) BATTERY ESSENTIAL SERVICE - 2 PM

- **During the initial PM visit, an Annual Service PM must be performed. **
 - Semi-Annual Service

SKAE POWER SOLUTIONS, LLC

- Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery offline).
 - Measure and record the total battery float voltage and charging current.
 - Measure and record overall AC ripple voltage.
 - Measure and record overall AC ripple current.
 - Visually inspect the jars and covers for cracks and leakage.
 - Visually inspect for evidence of corrosion.
 - Measure and record the ambient temperature.
 - Verify the condition of the ventilation equipment, if applicable.
 - Verify the integrity of the battery rack/cabinet.
 - Measure and record 100% of the cell temperatures.
 - Measure and record the float voltage of all cells.
 - Measure and record all internal Ohmic values.
 - Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.
- Annual Service (includes the above, plus)
 - Re-tighten all connections to the battery manufacturer specifications, if applicable.
 - Refer to the manufacturer's
 - Literature to determine if re-tightening is required.
 - Measure and record all battery connection Ohmic values, when applicable.
 - Corrective Maintenance Performed as Required
- Conditions for Single Jar Replacement Service for Lead Acid Batteries
 - The Customer is covered by an Essential or Preferred Contract.
 - The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
 - Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.
 - Contracts have no cash value for future years or full string battery replacements.
 - Single jar replacement is limited to batteries in the original string.

PROJECT COORDINATION

- Coordination between Passaic Valley Water Commissions, SHI, and SPS.
- Review of the installation plan for each location.
- On-site supervision from an SPS employee.

Redelivery and Moving Services

- Redelivery of all UPS system components at date requested by PVWC.
- Labor required to move UPS, Maintenance Bypass, Batteries, and Distribution cabinet into final location.
- Labor required to disconnect all batteries from battery cabinets so they can be safely moved to the second floor.
- Labor required to reconnect all batteries to the battery cabinets once they are moved to the second floor.

SKAE POWER SOLUTIONS, LLC

PRICE:

Total Cost – \$180,114.61

Add Alternate 1: Existing Battery Replacement

- Ensure the battery system is disconnected from UPS and the battery system is safe to be worked with.
- Verify the integrity of the battery rack/cabinet.
- Remove all modules.
- Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
- Replace with new units in the exact same orientation as the old units.
- Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the racks/trays from any possible leaking batteries.
- Clean any corrosion from cables if re-using existing cables and clean the racks/trays from any possible leaking batteries.
- Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
- Install tab washers for battery monitoring senses leads.
- Torque all connections to the specific "inch pound" requirement specified by the manufacturer of the battery.
- Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
- Verify that no ground faults exist prior to energizing the battery.
- Return the battery system to normal float per the manufacturer's guidelines.
- Measure and record the total battery float voltage (at the battery).
- Measure and record charging current.
- Measure and record the overall AC ripple voltage.
- Measure and record the overall AC ripple current.
- Measure and record the ambient temperature.
- Measure and record 100% of the jar temperatures.
- Measure and record the float voltage of all jars.
- Commission the Alber monitor (if present) following the standard commissioning procedures.
- Provide the battery the proper Freshening charge per the manufacturer's guidelines.
- Clean the site of any foreign materials left behind.
- Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets)

Site Specific Requirements for Full String Replacement for VRLA Batteries

- Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet
- jack(at least 4,000 lb capacity)
- Inside the staging area large enough for the batteries being installed and removed.
- Inside, the staging area must be within 50' of the dock area.
- Battery room/cabinets must be within 200' of the staging area.
- Doorways at least 34" in width.

SKAE POWER SOLUTIONS, LLC

- Elevators within easy access and be rated for at least 4,000 lbs.
- In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
- Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
 - Inside delivery
 - Ground Delivery
 - Floor Protection
 - Floor Loading Limitations
 - Delivery Path Includes Stairways, Ramps or Other Obstructions
 - Use of Cranes
 - Exclusive labor requirements installations
- If Alber battery monitoring is present, access to the Central computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

PRICE:

We offer to provide the equipment and services listed above for the price of **\$25,568.26**

Add Alternate 2: Load Bank Testing

- Provide on-site labor as required during the load bank and infrared scanning.
- Supply load banks for (1) 30 kVA / KW Liebert EXM UPS.
- Perform load test on (1) 30 kVA / KW Liebert EXM UPS. Including 4 Hour burn, Battery IEEE, and full battery discharge test
- Provide Manual of Procedures.
- Provide 200' of load bank cabling.
- Provide (2) SPS Engineers.
- Provide a report of results after completion.

PRICE:

We offer to provide the equipment and services listed above for the price of **\$13,586.96**

SKAE POWER SOLUTIONS, LLC

SUMMARY and QUALIFICATIONS

- The quoted price is based upon the performance of all on-site services at times agreed-upon in advance. Any delays in the work due to circumstances beyond the control of SPS may result in additional charges.
- The quoted price is inclusive of all labor and expenses required to perform the proposed services.
- The quoted price does not include any electrical work outside of the internal components of the UPS. It also excludes any wiring from the remote battery cabinet to the UPS, maintenance bypass panel, and distribution panel.
- The quoted price is exclusive of any removal or reinstallation of existing utilities.
- This quote is based on straight time. Overtime costs or requests will result in a change order.
- This quote excludes any electrical work.
- The quoted price is exclusive of any sales, use, excise, or other taxes applicable at the time the services are performed.
- The quoted price will remain valid if accepted within 30 days, providing the services are scheduled for completion within 180 days of the date of this proposal.
- Does not include labor for full-string replacement.
- Includes 100% parts coverage, excluding circuit breakers and switches.
- Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.
- Customer should check air filters monthly for cleanliness and replace as necessary.
- Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.
- All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

SKAE POWER SOLUTIONS, LLC

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: November 6, 2023

Re: Recommendation to replace the Main Pump Station Uninterruptible Power Supply

Please accept this Memorandum as a formal recommendation, from the Department of Information technology, to procure an Uninterruptible Power Supply (UPS); for purposes of power supply redundancy. IT also recommends that the relevant maintenance contract for this equipment, be acquired as part of this purchase. Sensitive IT equipment in the Little Falls Water Treatment Plant server room, will be better protected during plant shutdowns or similarly disruptive events.

The server room currently contains at least 85% of the Commission's mission critical information technology infrastructure; supported by a single UPS. This power supply needs urgent services, the current lack of redundancy is such that it cannot be taken offline.

The installation of a new redundant UPS in a critical infrastructure facility like a server room or datacenter, not only makes sense, but it is also a prescribed best practice standard. It provides for:

- Facilitation of Business Continuity during maintenance procedures or emergencies.
- The prevention of data loss.
- The augmentation of critical load viability.
- Operational flexibility with sensible risk management.

While the above is far from an exhaustive list of the benefits of a redundant power supply architecture, they generally are the umbrella value proposition cases for redundancy. Most other use cases for this acquisition can be explained as overtones of these four.

All items on this resolution will be purchased off of the "Bergen County Co-Op", or the New Jersey Cooperative Purchasing Alliance, Contract #: CK04, Subcontract #: 22-24. The items on this resolution have a typical lead time of 18-20 weeks and could potentially grow if not purchased before the end of 2023.

This resolution is to approve the \$219,269.83 purchase of the following items listed below, from SHI CORP. of Somerset NJ.

1. Liebert EXM Single Module UPS System & 1-Year Maintenance Contract
 - a. New UPS Unit will provide redundancy and increased 4 hours of protection.
 - b. Includes a 1-Year Maintenance Contract, with up to 4 PMs.
 - c. Includes a 1-Year Warranty for all goods and services.
2. Existing UPS Battery Replacement
 - a. To replace old batteries, nearing the end of their 3–5-year lifespan.
 - b. Current batteries have a reduced capacity, affecting the rated runtime of the unit.

3. Load Bank Testing for Both UPS (Existing & New)
 - a. Existing Unit
 - i. Will be used after the replacement of the batteries, to help certify the function of the UPS.
 - b. New Unit
 - i. Will be used during commissioning to help certify the function of the UPS.

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: **Procurement of the Uninterruptible Power Supply (UPS) through the New Jersey Cooperative Purchasing Alliance from SHI Corporation**

Amount of Project or Contract: \$219,269.83

1. Acct: # 001-0901-419-95-05 CAPITAL/Outside Contractors
2. Specific Appropriation to which expenditures will be charged:
Capital - 2023/2024/2025

Other comments: One Time Purchase Under New Jersey Cooperative Purchasing Alliance, Contract CK04, Subcontract 22-24

Date of Certification: November 29, 2023

Amount Certified: \$219,269.83

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 23-163

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**PROCUREMENT OF THE SERVICES OF
REDLEGG CYBERSECURITY VCISO THROUGH THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, critical network equipment is outdated and must be upgraded to strengthen the resiliency and cybersecurity of PVWC's network; and

WHEREAS, New Jersey Cooperative Purchasing Alliance, Contract Number CK04, Subcontract Number 22-24 (the "State Contract"), as described on Quotation Number 24035004, attached hereto as **Exhibit A**, is for the procurement of said equipment needed to complete these essential IT-related security projects; 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 \$140,000.00 a copy of a memorandum dated November 6, 2023 from the IT Department, along with other relevant correspondence, is attached hereto and made a part hereof as **Exhibit B**; and

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

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

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

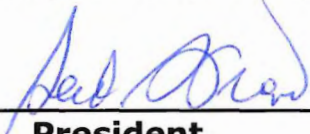
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

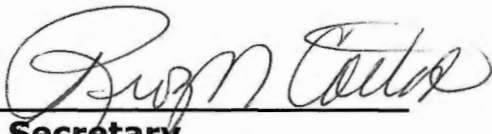
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND



Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
Quotation #: 24035004
Created On: 10/9/2023
Valid Until: 12/31/2023

NJ-City of Passaic Valley Water Commission

Account Executive

Landy Ducheine
1525 Main Avenue
PO Box 230
Clifton, NJ 07011
United States
Phone: (973) 340-4300
Fax: (973) 340-5598
Email: lducheine@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 vCISO Custom-Tailored Strategic Security (CTSS) Program- SHI ASG Services - Part#: NPN-SHI Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 22-24 Note: Supporting Details Included	1	\$140,000.00	\$140,000.00
Total			\$140,000.00

Additional Comments

RedLegg's CTSS program allows your company to leverage the expertise of an established security team without the time and investment required to hire those experts. From CISO-level strategic advice to operational expertise, our modular program allows an organization to acquire proficiency and experience in one or multiple areas of information assurance, helping you save on budget by filling gaps found within your existing staff. Instead of hiring a single area expert, such as a pen tester or analyst, your organization can rely on the experience and knowledge of our industry-recognized information security and IT management professionals.

Acting as your trusted advisor and partner, the RedLegg CTSS Program does not simply sell you a service or product: we meet all of your security needs, allowing you to grow your business as you strive to reach the next level of information protection

Examples of Included Services:

- Information Security Policies Development
- Assistance with the Risk Management Program Establishment
- Assistance with the Incident Response Plan Development and validation through the Tabletop Exercise(s)
- Support of the Existing and New Information Security Projects (Product Evaluation/Selection, Implementation Planning)

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

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will

need to ensure compliance with the funding program.

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

RedLegg's CTSS program allows your company to leverage the expertise of an established security team without the time and investment required to hire those experts. From CISO-level strategic advice to operational expertise, our modular program allows an organization to acquire proficiency and experience in one or multiple areas of information assurance, helping you save on budget by filling gaps found within your existing staff. Instead of hiring a single area expert, such as a pen tester or analyst, your organization can rely on the experience and knowledge of our industry-recognized information security and IT management professionals.

Acting as your trusted advisor and partner, the RedLegg CTSS Program does not simply sell you a service or product: we meet all of your security needs, allowing you to grow your business as you strive to reach the next level of information protection

Examples of Included Services:

- Information Security Policies Development
- Assistance with the Risk Management Program Establishment
- Assistance with the Incident Response Plan Development and validation through the Tabletop Exercise(s)
- Support of the Existing and New Information Security Projects (Product Evaluation/Selection, Implementation Planning

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

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

PASSAIC VALLEY WATER COMMISSION

EXHIBIT B

Passaic Valley Water Commission Inter – Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: November 6, 2023

Re: Recommendation to acquire the services of RedLegg Cybersecurity vCISO

Please accept this Memorandum as a formal recommendation, from the Department of Information technology, to procure the professional Cybersecurity services of RedLegg. The current digital threat landscape requires a deliberate posture that anticipates determined attacks on our infrastructure. The threat variety and associated potential for compromising the Commissions operations and data, needs a well thought out response plan and procedures in the event of a breach.

The formulation of such a disposition has, historically, been the province of the Chief Information Security Officer (CISO). The Commission has not reached the use case threshold of a full time CISO. It, nevertheless, needs to avail itself of the insights of such a professional. Not only will the Commission be in a better position to achieve a sensible and nuanced cybersecurity disposition, beyond configuration driven responses, but it will be more agile in its ability to align with current and prospective regulatory requirements.

The vCISO (virtualCISO) program being offered by RedLegg helps us to, cost effectively, address cybersecurity within a rationalized leadership framework that seeks to:

- Formulate a Cybersecurity strategy that is informed by our organizational circumstances.
- Develop robust policy driven mitigation strategies.
- Implementation of best practice driven protection measures for our digital assets.
- Ensure that our cybersecurity measures align with our business objectives.
- Provide the Commission with top-tier security expertise.

Importantly, the Commission stands to benefit from fresh external perspectives of our challenges, potentially introducing us to innovative solutions to our most pressing issues.

Essential to the vCISO's role will be the cultivation of internal capabilities. They will work closely with our IT team to organically increase our capacity to respond to current and future cyber threats. Implementation of this program is a signaling of our commitment to cybersecurity as an indispensable element of our corporate governance.

All items on this resolution will be purchased off of the "Bergen County Co-Op", or the New Jersey Cooperative Purchasing Alliance, Contract #: CK04, Subcontract #: 22-24. This program and agreement has a duration of 1-year.

This resolution is to approve the \$140,000.00 purchase of the following items listed below, from SHI CORP. of Somerset NJ.

1. RedLegg vCISO Custom-Tailored Strategic Security (CTSS) Program
 - a. Information Security Policies Development
 - b. Assistance with the Risk Management Program Establishment
 - c. Assistance with the Incident Response Plan Development and validation through the Tabletop Exercise(s)
 - d. Support of the Existing and New Information Security Projects (Product Evaluation/Selection, Implementation Planning)

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: **Procurement of the Services of RedLegg
Cybersecurity vCISO through the New Jersey
Cooperative Purchasing Alliance from
SHI Corporation**

Amount of Project or Contract: \$140,000.00

- 1. Acct: # 001-0901-419-95-07 COMPUTER & SOFTWARE
- 2. Specific Appropriation to which expenditures will be charged:
 Capital - 2023/2024

Other comments: One Time Purchase Under New Jersey Cooperative
 Purchasing Alliance, Contract CK04, Subcontract 22-24

Date of Certification: November 29, 2023 Amount Certified: \$140,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-164

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION FOR BUDGET AMENDMENT, CHANGE ORDER NO. 1 FOR
CONTRACT NO. 23-B-02 ENTITLED "CLIFTON PARKING LOT
RENOVATION"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC awarded Award Contract No. 23-B-02 entitled "Clifton Parking Lot Renovation" (the "Contract") to Marini Brother's Construction Company of Hackensack, New Jersey at PVWC's Commission Meeting on June 28, 2023, not to exceed \$259,018.00 as evidenced by Resolution 23-083; and

WHEREAS, Proposed Change Order No. 1 is to cover additional work that had to be performed during the renovation of the parking lot at the Clifton Administration Building, with a total increase of \$25,650.00 (9.9% increase) which brings the total adjusted Contract Price up to \$284,668.00; and

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

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

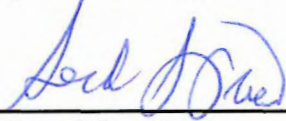
1. That PVWC hereby approves Change Order No. 1 and awards the changes to the scope of Work as set forth hereinabove; and
2. That the appropriate officials of PVWC, and such other officers, employees and officials of PVWC, on behalf of PVWC, are hereby authorized to execute and enter into said Amendment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

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

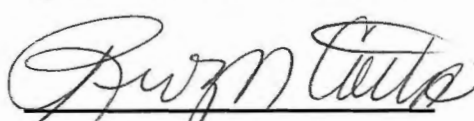
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

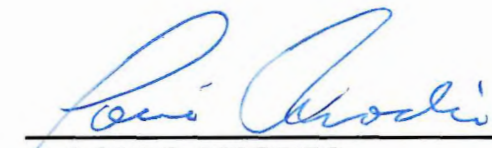


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Change Order No. 1
 Contract No. 23-B-02
 “Clifton Parking Lot Renovation”

Amount of Project or Contract:

Increase of \$25,650.00 for a New Not to Exceed of \$284,668.00

- 1 Acct: # 001-0901-419-95-05 CAPITAL/OUTSIDE CONTRACTORS

- 2. Specific Appropriation to which expenditures will be charged:
 Capital - 2023

Other comments: Change Order No. 1

Date of Certification: November 29, 2023 Amount Certified: \$284,668.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 23-165

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO EXTEND CONTRACT NO. 21-V-13
"FURNISH AND DELIVER LIQUID SODIUM HYDROXIDE"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, under Contract 21-V-13 "Furnish and Deliver Liquid Sodium Hydroxide" (the "Contract"), Univar Solutions USA, Inc. of Morrisville, Pennsylvania (the "Contractor") provided, and continues to provide, goods and services under this 2-year contract with the Passaic Valley Water Commission ("PVWC") consistently and reliably and effectively and efficiently on an as-needed basis with the Contract commencing January 19, 2022 under Resolution No. 22-07; 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, pursuant to the LCPL, this 2-year contract, which is otherwise scheduled to end on January 18, 2024, includes a provision whereby PVWC may elect to extend the contract time up to an additional two years, for a total contract duration of not more than five (5) years, including extensions, with recommended actions concerning any and all such extensions subject to PVWC approval through Resolutions; and

WHEREAS, under the provisions of the Contract, the Contractor is required to maintain and extend all insurance and any other applicable bonds, and to continue to provide goods and services under the extended contract under the terms and conditions of the contract eliminating the performance bond and retainage requirements included herewith and made a part hereof as **Exhibit A**; and

WHEREAS, it is, therefore, in the best interests of PVWC, its users and constituent municipalities to extend the Contract for a 1-year period of time beginning January 1, 2024 and ending on December 31, 2024; and

WHEREAS, the unit quantities stipulated under the original 2-year Contract are hereby adjusted and reestablished for this 1-year extended portion of the Contract, and, based on the appropriate adjustment of the unit prices currently in effect under the Contract (in accordance with the provisions of N.J.S.A. 40A:11-15 and as set forth in the contract documents) and with no change to the unit prices with the total contract amount of \$2,132,100.00; and

WHEREAS, a copy of the Vendor's correspondence (dated October 31, 2023) agreeing to a 1-year extension of the Contract (under the terms and conditions of the Contract Documents), is attached hereto and made a part hereof as **Exhibit B**; and

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

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

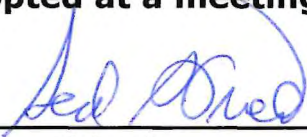
1. That PVWC hereby authorizes and awards a contract extension to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract extension as set forth hereinabove and implement the terms of this extended Contract in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

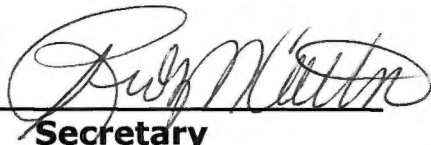
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

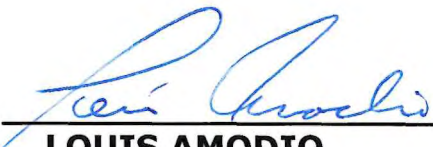


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

CONTRACT EXTENSION
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 21-V-13
FURNISH AND DELIVER LIQUID SODIUM HYDROXIDE

THIS AGREEMENT, made and entered into this ____ day of _____ in the year Two Thousand and Twenty-Three by and between PASSAIC VALLEY WATER COMMISSION, a public body, hereinafter designated as "OWNER" and Univar Solutions USA, Inc., with its' principal office at 200 Dean Sievers Place in Morrisville, County of Bucks and State of Pennsylvania hereinafter designated as "Vendor".

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

ARTICLE I - Scope of the Work

The Vendor hereby agrees to perform all of the Work indicated, specified, or required by the Contract, or which can be reasonably inferred therefrom, all in accordance with the requirements and provisions of the Contract which include the following: (a) all of the "Bidding Documents" that preceded this Contract including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of this Contract, the Procurement General Conditions, Technical Specifications, Drawings (if any), Appendices, and Addenda, (b) this signed Contract, and (c) the Vendor's Bid Submission, including but not limited to its completed Form of Proposal, representations, and other forms.

ARTICLE II - Time of Completion and Contract Extension

The period of the Contract shall be three hundred and sixty five (365) consecutive calendar days commencing upon the date of the issuance of the executed contract. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by a one 1-year period; as may be mutually agreed to between the Vendor and the Commission.

The Vendor shall be required to maintain and extend as needed all Insurance required to be procured by

the Vendor pursuant to the Contract Documents throughout the duration of the Contract.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Vendor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Vendor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Vendor of the duration of the extended time frame.

ARTICLE III – OMITTED

ARTICLE IV - The Contract Sum

Based on the unit prices and lump sums set forth in the Vendor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

Two Million One Hundred Thirty-Two Thousand One Hundred Dollars and Zero Cents

(\$2,132,100.00) (hereinafter "Contract Price").

ARTICLE V – No Waiver

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Vendor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Vendor under this Contract is not a waiver of a breach of any other covenant or duty of the Vendor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Vendor, even when the Commission is aware that the Vendor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

ARTICLE VI - Additional Provisions

Severability. If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination

shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

No Assignment. Vendor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

Applicable Law & Venue. This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

Special Limitation on Certain Remedies. Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Vendor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for Vendor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date: _____

(Vendor)

Attest:

(Witness)

Date: _____

EXHIBIT B



Univar Solutions USA Inc.
200 Dean Sievers Place
Morrisville, PA 19067
www.univarsolutions.com
EIN 91-1347935

October 31, 2023

Passaic Valley Water Commission
1525 Main Ave,
Clifton, NJ 07011

Via email: lbresemann@pvwc.com

RE: Contract #21-V-13 "Liquid Sodium Hydroxide"

Univar Solutions USA Inc is providing an option to extend the current Contract #21-V-13 "Liquid Sodium Hydroxide" at the current price of \$2.45/Gallon. If Passaic Valley Water Commission chooses to extend Contract #21-V-13 "Liquid Sodium Hydroxide" this pricing would be effective 01/01/2024 - 12/31/2024.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

We look forward to continuing to supply Passaic Valley Water Commission Bulk Sodium Hydroxide 50% and await your response to our extension option for Contract #21-V-13 "Liquid Sodium Hydroxide".

Sincerely,

Vicki Meakim
Municipal Specialist
Univar Solutions USA Inc
215-337-5403
Victoria.meakim@univarsolutions.com

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 Extension – One Year
Contract No. 21-V-13
“Furnish and Deliver Liquid Sodium Hydroxide”
Univar Solutions USA Inc.

Amount of Project or Contract:

\$2,132,100.00 – Contract No. 21-V-13 (One Year Contract Extension)

- 1 Acct: # 001-1002-421-70-11 PURCHASES/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
 Budget - 2024

Other comments: One Year Commencing in January 2024

Date of Certification: November 29, 2023

Amount Certified: \$2,132,100.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 23-166
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**EXTEND CONTRACT NO. 20-B-38 ENTITLED "REPLACEMENT OF WATER
MAIN APPURTENANCES"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Project 20-B-38 entitled "Replacement of Water Main Appurtenances" (the "Project") was awarded to CRJ Contracting Corp. ("CRJ") of Somerville, New Jersey at PVWC's Commission Meeting dated August 12, 2020 in accordance with the authorized scope of work, and with reimbursement to be on a time-and-materials basis, not to exceed \$8,048,770.00; and

WHEREAS, a non-compensatory time extension was approved and adopted on November 23, 2022 (Resolution # 22-119); and

WHEREAS, it is recommended that PVWC provide the Contractor with a second non-compensatory time extension to the existing contract from July 31, 2023 to May 31, 2024 to provide Contractor the additional time to complete assigned water main improvement projects at various locations throughout of PVWC's distribution system and at the LFWTP with the schedule as summarized in the Director of Engineering's memorandum dated November 20, 2023 in **Exhibit A**;

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

1. That PVWC hereby authorizes a non-compensatory time extension to the terms as set forth hereinabove with a new expiration date of May 31, 2024; 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.

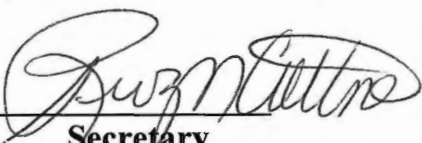
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

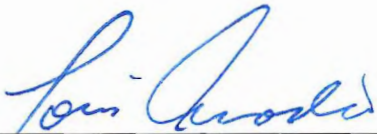


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: November 29, 2023

To: J. Mueller

From: P. Porcaro

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

Re: Contract No. 20-B-38: Second Non-Compensatory Time Extension

I would like to obtain approval for a second non-compensatory time extension for Contract No. 20-B-38 entitled "Replacement of Water Main Appurtenances" with a new expiration date of May 31, 2024. The contractor, CRJ has agreed to this time extension in order to complete all assigned water main improvement projects at various locations throughout of PVWC's distribution system and at the LFWTP.

CRJ's tentative schedule is as follows:

- 1) Nosenzo Pond Work [5 days] – December 2023
 - 2) Maple Ave Bridge Decommission [2 days] - December 2023 / January 2024
 - 3) LFWTP Main Upgrades [10 days] – January / February 2024
 - 4) Six Brothers Diner Service Decommission [2 days] - March 2024
 - 5) Coeyman Ave, Nutley [5 days] - March 2024
 - 6) River Drive (Garfield & Elmwood Park) River Crossings [3 weeks] - April 2024
 - 7) Install 16" insertion valve to replace Valve CL-5253 at Stanchak Ct and Allwood Rd [1 day] - April 2024
-

RESOLUTION NO. 23-167

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROJECT 23-PA-03 ENTITLED
"CONSULTING AND ANALYTICAL SERVICES IN THE AREA OF
FINANCIAL MANAGEMENT SOFTWARE"**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or Extraordinary Unspecifiable Services) for Project 23-PA-03 entitled "Consulting and Analytical Services in the Area of Financial Management Software" (hereinafter the "Project"); and

WHEREAS, said Contract shall be awarded as an EUS under the Non-Fair and Open Process and N.J.S.A. 40A:11-5(1)(a)(i) to evaluate PVWC's current financial software and provide guidance and support to PVWC in acquiring new Financial Management Software; and

WHEREAS, the firm of CGI Technologies and Solutions Inc. of New York, New York (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the aforementioned Project based upon their response received on October 24, 2023 [hereinafter the "Response"], with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$261,920.00 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, the Responses, copies of which are on file in the office of the Administrative Secretary and available for inspection; 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, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and a copy of the said certification is attached hereto and made a part hereof as **Exhibit B**.

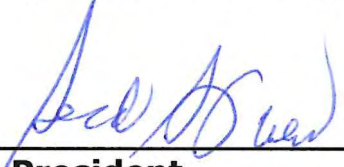
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

1. That PVWC hereby awards the Contract to the Awardee in accordance with N.J.S.A. 40A:11-5(1)(a)(i) and N.J.S.A. 19:44A-1 et seq. as set forth hereinabove; and
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution.
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.

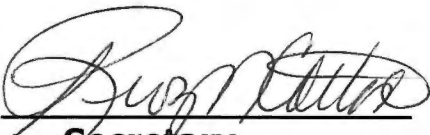
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
COTTON, R.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
DEPADUA, C.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
KOLODZIEJ, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
LEVINE, J.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>
VAN RENSA LIER, R.	<u> </u>	<u> </u>	<u> </u>	<u> x </u>
FRIEND, G.	<u> x </u>	<u> </u>	<u> </u>	<u> </u>

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

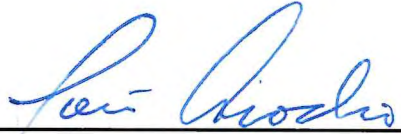


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

**REQUEST FOR PROPOSALS FOR
Consulting and Analytical Services
in the Area of Financial Management Software
PROJECT NO. 23-PA-03**

APPENDIX A

PVWC'S STANDARD FORM OF CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT is made between the 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

CGI Technologies and Solutions, Inc. ("Consultant"), having a place of business at 33 Whitehall Street, 15th Floor, New York, NY 10004.

WHEREAS, the PVWC issued the above referenced Request for Proposals under Project No.: 23-PA-03 ("RFP"); and

WHEREAS, after consideration of the submissions received in response to the RFP, the PVWC selected the Consultant's Proposal and awarded this Contract to the Consultant; and

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

- 1. Selected Defined Terms.**
 - a. RFP.** The term "RFP" refers to the PVWC's Request for Proposals for Consulting and Analytical Services in the Area of Financial Management Software (Project No.: 23-PA-03) and all its sections including the Public Notice, Instructions, the required forms and notices, this form of Contract, and Appendix B – Specifications.
 - b. Proposal.** The term "Proposal" refers to the Consultant's Proposal in response to the RFP including but not limited to the forms that the Consultant filled out and submitted.
- 2. Documents Comprising the Contract.** The Contract between the PVWC and the Consultant refers to, incorporates, and is comprised of, all of the following: (a) the RFP, (b) the Proposal, (c) any post-submission documents tendered, or required from, the Consultant, (d) the Contract, and (e) any duly-authorized modifications or supplements to the Contract. Any reference to "Contract" can refer to one, more than one, or all of the individual documents listed above.
- 3. Effective Date, Term, Extensions/Renewals.** The effective date of this Contract shall be the date on which the Parties to this Contract have executed and delivered to each other their signatures to this Contract. Unless this Contract is terminated by either Party as per ¶ 14 herein, this Contract will remain in effect until the later of the two events: (i) the completion of the Project's scope of work or revised scope of work, or (ii) two years from the effective date of this Contract. If the initial term ends two years from the effective date of this Contract, the term may be extended by mutual consent for either two consecutive one-year terms, or one two-year term.
- 4. Scope of Work.** The Consultant shall provide services to the PVWC in accordance

with the Contract. By notice in writing at any time, the PVWC may change the general scope of services required by Consultant. However, the Consultant will be compensated for work it performs on a task before becoming aware of the PVWC's intent to reduce that task. Furthermore, the Consultant may be entitled to an equitable adjustment when an increase in the scope of work warrants same.

5. Standard of Care. The Consultant shall perform services for the PVWC at a level customary for competent and prudent consultants performing such services at the time and place where the services are provided ("Standard of Care"). These services will be provided by the Consultant in the appropriate disciplines. The Consultant shall be responsible for the quality, technical accuracy, timely completion and the coordination of all aspects of its services including reports and other deliverables under this Contract. The services to be performed by the Consultant shall conform to the generally accepted practices, codes and regulations applicable to the subject Project.

6. Indemnification. The Consultant agrees to indemnify and hold harmless the PVWC, its officers, Commissioners, agents and employees from all third-party claims, threatened claims, losses and damages resulting from the Consultant's failure to meet the Standard of Care. Further, the Consultant shall correct and re-perform any services not conforming to the required Standard of Care without additional compensation and cost to the PVWC.

7. Guarantees. Except as otherwise provided in the Proposal, the Consultant makes no further guarantees or warranties in connection with its work, services, or deliverables.

8. Compensation & Reimbursable Expenses. The Consultant's compensation and right to reimbursable expenses shall be determined at the time this Contract is awarded and set forth in an attachment to this Contract.

9. Invoices and Payment. The Consultant shall invoice the PVWC monthly, or at a different agreed-upon frequency. Invoices shall be written in such a manner as to facilitate the PVWC's ability to review same and determine whether all or part of the invoice is properly submitted or supported for payment so that the PVWC can recommend payment of the Consultant to the Commissioners. In addition to providing details of the work performed, each invoice shall include a summary sheet setting forth the total amount billed for the time period covered by the invoice, total amount billed to date, total not-to-exceed dollar amount for cost of services (if applicable), and balance remaining. All payments must be approved by the Commissioners at their regularly scheduled monthly meetings. Payment will be made within a week after approval by the Commissioners.

10. Subconsultants. The Consultant shall not engage subconsultants to work on this Contract without seeking approval from the PVWC first. For each proposed subconsultant, the Consultant shall provide the PVWC with:

- a. Name of proposed subconsultant,
- b. Portion of the services to be delegated to the subconsultant,
- c. Subconsultant's qualifications, and
- d. Subconsultant's NJ Business Registration Certificate (N.J.S.A. § 52:32-44).

The Consultant shall be responsible for the services performed as well as any errors or omissions by its subconsultants.

11. Rights in Work Product. The Consultant agrees that PVWC shall own all right, title and interest in all work product produced or created by Consultant and Consultant personnel in connection with the Services, whether alone or in conjunction with Consultant, to the fullest extent allowable under the law. This provision is not intended to infringe on the Consultant's rights to its own intellectual property developed before entering in this Contract or developed while working on other projects for other clients.

12. Confidentiality. The Consultant understands that in the course of its engagement by PVWC, it is expected to be given access to confidential information belonging to the PVWC. Consultant shall keep all confidential information a secret from any non-parties to this Contract. Consultant agrees to exercise a high degree of care to prevent the unauthorized dissemination, disclosure or use, in any manner of any confidential information. "Confidential information" means any information that the officers of the PVWC wish to keep confidential from others outside of the PVWC, including but not limited to: the PVWC's Customer Information Data, the PVWC's personnel records, the PVWC's cybersecurity system, and the computer codes that allow the PVWC's network to operate.

13. Insurance. The Consultant shall maintain the following insurance throughout the term of the Contract:

- a. **Commercial General Liability:** \$1,000,000 Each Occurrence / \$2,000,000 Aggregate.
- b. **Business Automobile Liability:** \$1,000,000 combined single limit any one accident.
- c. **Worker's Compensation and Employer's Liability.** As required by law.

14. Termination. The Contract may be terminated by the PVWC for cause or for convenience. "Cause" means any breach of this Contract. "Convenience" means any other reasons for termination, or no reason at all.

- a. **Cause.** In the event of termination for cause, the PVWC will pay the Consultant for work performed up until notice is given to the Consultant of its termination, subject to the right under set-off or recoupment to withhold amounts that would otherwise be due, and subject to any claims against the Consultant arising out of this Contract.
- b. **Convenience.** In the event of termination for convenience, the Consultant shall be paid for all work performed and reimbursable expenses necessarily incurred up until the effective date of termination for convenience. This shall be the exclusive remedy of the Consultant for termination for convenience.

15. Assignment. The Consultant shall not assign or subcontract the whole or any part of this Contract without the PVWC's prior written consent.

16. Independent Contractor. The Consultant represents that it is an independent consultant and not an employee of the PVWC.

17. Law and Venue. This Contract shall be interpreted in accordance with the laws of the State of New Jersey and any litigation/arbitration relating to the Contract 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.

18. Waiver. No waiver by either Party of any breach of any of the provisions of this

Contract shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No waivers are effective unless in writing and then only to the extent expressly set forth in writing. No breach shall be excused unless that excusal is made explicitly in writing and signed by an authorized representative of the Party excusing the breach.

19. Modifications. No modification of this Contract shall be effective unless in writing and signed by both Parties.

20. Severability and Preservation of Terms. If any of the provisions of this Contract are determined to be invalid under any applicable state or federal laws, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable, and shall remain in full force and effect. If any restrictive covenant imposed on the Consultant by this Contract is determined to be invalid under any applicable state or federal laws, the duration and/or scope of such covenant shall be narrowed to the extent necessary to render it enforceable while protecting the PVWC's legitimate business interests.

21. Entire Agreement. This Contract is the entire agreement between PVWC and the Consultant. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the PVWC and the Consultant.

22. Counterparts. This Contract may be executed in counterparts, which, taken together, shall constitute the original.

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

CONSULTANT

Witness or Attest

By: _____
Authorized Signatory

PASSAIC VALLEY WATER COMMISSION

By: _____
LOUIS AMODIO
Administrative Secretary

By: _____
Gerald Friend, 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 23-PA-03
"PVWC Consulting and Analytical Services in the
Area of Financial Management Software"

Amount of Project or Contract: \$261,920.00
CGI Technologies & Solutions, Inc.

1. Acct: # 001-0901-419-95-07 COMPUTER CONSULTING
2. Specific Appropriation to which expenditures will be charged:
CAPITAL - 2023/2024

Other comments:

Date of Certification: November 29, 2023

Amount Certified: \$261,920.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 23-168

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION ADOPTING WATER RATES AND CHARGES
AND RELATED MATTERS OF THE PASSAIC VALLEY WATER
COMMISSION FOR THE YEARS 2024-2028 EFFECTIVE AS OF
THIRTY DAYS OF THE DATE OF ADOPTION OF THIS RESOLUTION**

DATE OF ADOPTION: NOVEMBER 29, 2023

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

Introduced by Commissioner **RIGO SANCHEZ**

Seconded by Commissioner **JOSEPH KOLODZIEJ**

WHEREAS, the provisions of N.J.S.A. 40:62-108, et. seq. (hereinafter the "Law") are applicable to Passaic Valley Water Commission (hereinafter "PVWC"); and

WHEREAS, N.J.S.A. 40:62-127 mandates that water rates may be changed from time to time by PVWC whenever necessary, so that PVWC shall be self-supporting, the earnings to be sufficient to provide for all capital expenses, expenses of operation and maintenance, and such charges as interest, sinking fund and amortization, so as to prevent any deficit from accruing; and

WHEREAS, various provisions of the Law are part of the covenants and pledges made to the holders of Bond obligations issued for the purpose of financing rehabilitation of infrastructure, extensions and upgrade of PVWC capital facilities pursuant to N.J.S.A. 40:62-127c; and

WHEREAS, in spite of various stringent budget limitations and cost controls instituted by PVWC in recent years, together with overall increases in the cost of goods purchased, increases in payroll, and other costs and expenses, it is considered to be in the best interests of PVWC and its customers, both wholesale and retail, to increase all rates and charges for water sold; and

WHEREAS, notwithstanding the rate increases referenced herein, PVWC's rates remain among the lowest of similar water suppliers in the State of New Jersey providing comparable services; and

WHEREAS, PVWC is obligated by covenant with its bondholders and pursuant to the direction of the Local Finance Board of New Jersey in connection therewith, to maintain a certain level of rates and revenues in conjunction therewith; and

WHEREAS, PVWC is embarking upon significant capital projects in its member cities and in systems owned by PVWC to renovate and reconstruct existing, but antiquated distribution systems; and

WHEREAS, the Commission has previously authorized certain capital projects and the financing thereof by bond issue and the New Jersey iBank; and

WHEREAS, the Commission is required to adjust rates to meet its annual rate covenant to its bondholders; and

WHEREAS, the Commission relied on the Cost of Service Allocation Study for the period ending December 31, 2023 prepared by Howard J. Woods, Jr. & Associates, LLC to ensure that any increase in rates were equitable and in line with accepted industry standards; and

WHEREAS, PVWC has duly reviewed its rates, revenues, and expenses, both as presently established and as anticipated in the future, and on the basis thereof, PVWC has determined to proceed with overall annual rate increases as set forth in the PVWC Five Year Plan 2024-2028 updated November 29, 2023, so as to meet its statutory and contractual obligations, and a copy of Table 1 entitled "Rate Adjustments" from said Five Year Plan is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, a copy of Passaic Valley Water Commission Field Service Rates and Lab Service Analysis rates for 2024 is attached hereto and made a part hereof as **Exhibit B**; and a copy of the summary of the 5-Year Plan 2024-2028 is attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, the rates, as hereinafter authorized, are based on said studies and analyses as well as the statutory mandates to which PVWC is subject;

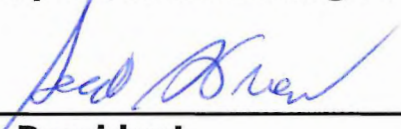
NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

- 1. That there shall be overall rate increases for all wholesale and retail customers of PVWC as set forth in Exhibit A; and
- 2. Said rates shall take effect annually on January 1, for years 2024 through 2028; and
- 3. That Field Service rates and Lab Service Analysis rates shall be established as set forth in Exhibit B; and
- 4. That Field Service rates and Lab Service Analysis rates shall increase annually consistent with retail rate increases; and
- 5. That notice to all customers consistent herewith, as required pursuant to existing policy of PVWC, shall be given by forwarding to all wholesale customers of PVWC a copy of this Resolution, in full; and public notice thereof shall be given by publishing this Resolution, in full, in the official newspapers of PVWC in accordance therewith.

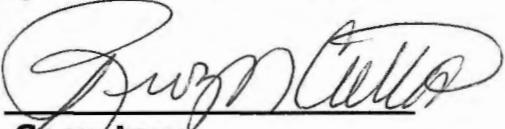
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

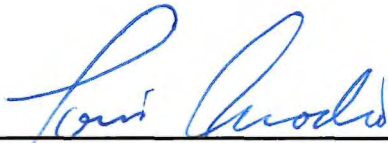


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION
RATE ADJUSTMENTS FOR 2024-2028
EXHIBIT A

PASSAIC VALLEY WATER COMMISSION

TABLE 1: PROJECTED RATE ADJUSTMENTS				
Fixed Service Charges				
Year	Owner Cities	Out of Town		
2024	5.90%	5.90%		
2025	5.90%	5.90%		
2026	5.90%	5.90%		
2027	5.90%	5.90%		
2028	5.90%	5.90%		
Volumetric Rates				
Year	Owner Cities	Out of Town	Wholesale	Pass-Through
2024	5.90%	5.90%	6.00%	6.00%
2025	5.90%	5.90%	6.00%	6.00%
2026	5.90%	5.90%	6.00%	6.00%
2027	5.90%	5.90%	6.00%	6.00%
2028	5.90%	5.90%	6.00%	6.00%
Fireline Rates				
Year	Owner Cities	Out of Town		
2024	0.00%	0.00%		
2025	0.00%	0.00%		
2026	0.00%	0.00%		
2027	0.00%	0.00%		
2028	0.00%	0.00%		

PASSAIC VALLEY WATER COMMISSION
FIELD SERVICE AND LAB ANALYSIS RATES FOR 2024
EXHIBIT B

FIELD SERVICE RATES 2023-1129

TEMPORARY WATER SERVICE APPLICATION		
Fill tanker truck (per 5,000 gallons)	per truck	\$300.00
TEMP 30-day hydrant use *		\$675.00
Meter vault with meter installation	3/4"	\$5,680.00
	1"	\$5,930.00
	1-1/2"	\$6,860.00
	2"	\$7,410.00
<i>ford box no longer offered - developer will have to install or meter install in pro</i>		
RENEWAL WATER SERVICE APPLICATION		
(Curb to building*)	3/4"	\$5,000.00
*Maximum distance cannot exceed 60 feet	1"	\$5,200.00
Does not include meter install fee	1-1/2"	\$5,700.00
	2"	\$6,000.00
<i>4-12" must be installed by property owner/developer</i>		
APPLICATION FOR (SMALL) WATER SERVICE		
(Main to curb*)		
*Maximum distance cannot exceed 60 feet	3/4"	\$5,340.00
Includes meter install fee	1"	\$5,410.00
	1-1/2"	\$5,700.00
	2"	\$5,910.00
APPLICATION FOR (LARGE) WATER SERVICE		
(Main to curb*)		
*Maximum distance cannot exceed 60 feet	4"	\$6,710.00
Does not include meter install fee	6"	\$7,040.00
	8"	\$7,980.00
	12"	\$10,000.00
APPLICATION FOR D&F WATER SERVICE		
(Main to curb*)		
*Maximum distance cannot exceed 60 feet	2"	\$5,500.00
Includes meter install fee	4"	\$7,300.00
	6"	\$7,640.00
	8"	\$8,570.00
	12"	\$10,000.00
APPLICATION FOR METER(S)		
New meter/additional meter/ change meter size	5/8"	\$350.00
	3/4"	\$380.00
	1"	\$410.00
	1-1/2"	\$510.00
	2"	\$590.00
	3"	\$1,650.00
	4"	\$2,230.00

FIELD SERVICE RATES 2023-1129

	6"	\$3,670.00
	8"	\$11,690.00
	10"	\$13,500.00
	12"	TBD
For Elmwood Park please contact Customer Service		
HYDRANT WORK		
Hydrant Flow Test		\$350.00
Hit Hydrant (complete replacement)		\$12,000.00
Hit Hydrant (Breakaway above ground)		\$3,800.00
Hydrant Relocation		\$16,400.00
New hydrant Install		\$14,000.00
GENERAL FEES		
Damaged/Missing Meter/Broken Frostplate	5/8"	\$350.00
	3/4"	\$380.00
	1"	\$410.00
	1-1/2"	\$510.00
	2"	\$590.00
	3" - 10"	TBD
Special Meter Test	5/8" to 2"	\$160.00
	3" to 16"	\$400.00
Stripped Valve	3/4" to 1"	\$135.00
	1-1/2" to 2"	\$220.00
Shut off for Repairs		\$60.00
Delinquency Turn On		\$115.00
Delinquency Turn On (Elmwood Park)		\$137.13
Final Read		\$40.00
After Hours Fee		\$150.00
Final Late Notice Fee		\$40.00
NSF Check Fee		\$54.00
CC Chargeback Fee		\$54.00

*PVWC makes final decision if hydrant(s) can be used

ANALYSIS	PVWC	Methods
1,2,3-Trichloropropane	\$110.00	
Alkalinity	\$30.00	SM 2320 B
Ammonia	\$20.00	
Arsenic	\$30.00	EPA 200.8
Asbestos	\$160.00	
Bis(2-ethylhexyl)phthalate	\$125.00	
Calcium	\$20.00	SM 3500-Ca D
Colilert-T.Coliform	\$45.00	
Color	\$30.00	SM 2120 B
Conductivity	\$30.00	SM 2510 B
Copper	\$30.00	EPA 200.8
Cyanide	\$80.00	
Dissolved Organic Carbon	\$75.00	SM5310 C
HAA	\$180.00	
HAA-P	\$180.00	
HPC	\$30.00	SM 9215B
HPC-SIMPLATE	\$30.00	
Inorganic/Secondary	\$600.00	
Iron	\$30.00	EPA 200.8
Lead	\$30.00	EPA 200.8
Manganese	\$30.00	EPA 200.8
Nitrate-N	\$30.00	EPA 300.0
Nitrite-N	\$30.00	EPA 300.0
Odor	\$30.00	SM 2150B
Ortho-phosphate	\$30.00	EPA 300.0
Perfluorosurfactants	\$350.00	
Secondary Analysis	\$350.00	
Silica	\$30.00	EPA 200.8
Sodium	\$30.00	EPA 200.8
THM	\$150.00	EPA 524.2
THM-P	\$150.00	EPA 524.2
Total Coliform	\$40.00	
Total Hardness	\$30.00	SM 2340 C
Total Organic Carbon	\$75.00	SM 5310 C
Total Suspended Solids	\$30.00	SM 2540 D-15
Turbidity	\$15.00	SM2130 B
UCMR5		EPA 200.8. 533, 537.1
VOC	\$200.00	EPA 524.2
VOC-P	\$200.00	EPA 524.2

*Updated 10-17-2023

PASSAIC VALLEY WATER COMMISSION

5-YEAR PLAN 2024-2028

EXHIBIT C

PASSAIC VALLEY WATER COMMISSION

TABLE 2: STATEMENT OF INCOME

	2024	2025	2026	2027	2028	Pla
Revenues from Sales	\$ 110,212,366	\$ 117,482,246	\$ 123,919,662	\$ 130,840,756	\$ 138,358,471	
Investments	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Other Revenues	\$ 6,784,165	\$ 7,035,874	\$ 7,262,000	\$ 7,524,276	\$ 7,802,988	
Total Revenue	\$ 117,996,531	\$ 125,518,120	\$ 132,181,662	\$ 139,365,032	\$ 147,161,459	
O&M Expenses	\$ 93,658,854	\$ 98,005,140	\$ 101,459,540	\$ 106,086,140	\$ 109,599,100	
Operating Income	\$ 24,337,677	\$ 27,512,980	\$ 30,722,122	\$ 33,278,892	\$ 37,562,359	
Debt Service	\$ 13,320,919	\$ 15,890,024	\$ 15,886,026	\$ 15,483,907	\$ 14,700,896	
Pay-Go Funded Capital Improvements	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	
Replenishment of Reserves	\$ 1,124,026	\$ 1,389,584	\$ 1,536,376	\$ 963,875	\$ 731,867	
Net Change in Cash	\$ (5,107,268)	\$ (4,766,628)	\$ (1,700,279)	\$ 1,831,109	\$ 7,129,596	
Coverage Ratio	1.83	1.73	1.93	2.15	2.56	

PASSAIC VALLEY WATER COMMISSION

TABLE 3: SUMMARY OF REVENUES

		Plan				
		2024	2025	2026	2027	2028
Owner Cities	Fixed	\$ 25,356,084	\$ 26,777,778	\$ 28,280,381	\$ 29,866,379	\$ 31,541,348
Owner Cities	Volumetric	\$ 27,424,808	\$ 29,021,674	\$ 30,635,955	\$ 32,348,489	\$ 34,158,767
Owner Cities	Fireline	\$ 6,331,934	\$ 6,316,309	\$ 6,300,684	\$ 6,285,060	\$ 6,269,435
Subtotal Owner Cities		\$ 59,112,826	\$ 62,115,761	\$ 65,217,020	\$ 68,499,928	\$ 71,969,550
Out of Town	Fixed	\$ 3,177,338	\$ 3,372,281	\$ 3,576,107	\$ 3,792,221	\$ 4,021,301
Out of Town	Volumetric	\$ 2,938,906	\$ 3,134,549	\$ 3,303,733	\$ 3,492,210	\$ 3,688,180
Out of Town	Fireline	\$ 280,257	\$ 280,257	\$ 280,257	\$ 280,257	\$ 280,257
Subtotal Out of Town		\$ 6,396,501	\$ 6,787,087	\$ 7,160,097	\$ 7,564,688	\$ 7,989,738
Lodi	Fixed	\$ 1,658,240	\$ 1,801,964	\$ 1,913,933	\$ 2,374,909	\$ 2,835,760
Lodi	Volumetric	\$ 2,208,384	\$ 2,306,482	\$ 2,421,470	\$ 2,342,488	\$ 2,450,106
Lodi	Fireline	\$ 379,981	\$ 403,727	\$ 428,959	\$ 402,951	\$ 402,951
Subtotal Lodi		\$ 4,246,605	\$ 4,512,173	\$ 4,764,362	\$ 5,120,348	\$ 5,688,817
Subtotal Retail Sales		\$ 69,755,932	\$ 73,415,021	\$ 77,141,479	\$ 81,184,964	\$ 85,648,105
Wholesale	Volumetric	\$ 40,456,434	\$ 44,067,225	\$ 46,778,183	\$ 49,655,792	\$ 52,710,366
Total Revenues From Sales		\$ 110,212,366	\$ 117,482,246	\$ 123,919,662	\$ 130,840,756	\$ 138,358,471
Miscellaneous Revenues		\$ 6,784,165	\$ 7,035,874	\$ 7,262,000	\$ 7,524,276	\$ 7,802,988
TOTAL REVENUES		\$ 116,996,531	\$ 124,518,120	\$ 131,181,662	\$ 138,365,032	\$ 146,161,459
Year-to-Year Change (\$)		\$ 7,108,127	\$ 7,521,589	\$ 6,663,542	\$ 7,183,369	\$ 7,796,427
Year-to-Year Change (%)		6.47%	6.43%	5.35%	5.48%	5.63%

PASSAIC VALLEY WATER COMMISSION

TABLE 4: COST OF SERVICE SUMMARY

Item	Plan				
	2024	2025	2026	2027	2028
Executive	\$ 1,002,100	\$ 1,071,000	\$ 1,104,200	\$ 1,138,500	\$ 1,174,000
Legal	\$ 892,700	\$ 922,400	\$ 945,800	\$ 969,000	\$ 991,600
Engineering	\$ 3,431,000	\$ 3,672,300	\$ 3,788,100	\$ 3,911,800	\$ 4,072,300
Purchasing	\$ 577,200	\$ 615,900	\$ 635,200	\$ 657,400	\$ 679,000
Accounting	\$ 2,505,200	\$ 2,591,200	\$ 2,625,200	\$ 2,664,100	\$ 2,708,000
Commercial	\$ 1,459,400	\$ 1,558,700	\$ 1,608,600	\$ 1,652,900	\$ 1,704,200
Personnel	\$ 745,500	\$ 598,500	\$ 616,900	\$ 631,500	\$ 648,600
Information Technology	\$ 6,125,101	\$ 6,369,100	\$ 6,563,700	\$ 6,757,100	\$ 6,954,300
Environmental Health & Safety	\$ 720,500	\$ 756,400	\$ 778,400	\$ 801,200	\$ 820,300
Purification Excluding Chemicals	\$ 6,145,400	\$ 6,411,200	\$ 6,604,400	\$ 6,810,700	\$ 7,009,300
Pumping Excluding Purchased Power	\$ 2,089,000	\$ 2,207,400	\$ 2,277,100	\$ 2,348,900	\$ 2,421,000
Maintenance & Construction	\$ 7,754,000	\$ 7,916,600	\$ 8,165,900	\$ 8,423,500	\$ 8,680,000
Distribution	\$ 9,800,700	\$ 10,407,500	\$ 10,738,400	\$ 11,079,900	\$ 11,424,300
Water Quality Control	\$ 2,636,300	\$ 2,790,100	\$ 2,877,400	\$ 2,967,700	\$ 3,056,000
Water Purchases Other Than NJDWSC	\$ 258,800	\$ 269,200	\$ 279,900	\$ 290,000	\$ 300,400
Chemicals	\$ 7,500,000	\$ 7,725,000	\$ 7,956,800	\$ 8,195,500	\$ 8,425,000
Power - Gas & Electric	\$ 6,000,000	\$ 6,180,000	\$ 6,365,400	\$ 6,556,400	\$ 6,740,000
NJDWSC	\$ 10,140,813	\$ 10,343,600	\$ 10,550,500	\$ 10,734,100	\$ 11,055,000
Insurance & Taxes	\$ 20,560,300	\$ 21,984,500	\$ 23,479,000	\$ 25,683,300	\$ 27,012,000
Administrative & General	\$ 3,314,840	\$ 3,614,540	\$ 3,498,640	\$ 3,812,640	\$ 3,723,800
Total O&M Expenses	\$ 93,658,854	\$ 98,005,140	\$ 101,459,540	\$ 106,086,140	\$ 109,599,100
Interest Payments Included in Debt Service	\$ 7,385,083	\$ 7,885,810	\$ 7,594,067	\$ 7,295,124	\$ 7,075,910
Depreciation	\$ 15,450,000	\$ 15,913,500	\$ 16,390,900	\$ 16,530,700	\$ 17,058,000
	\$ -	\$ -	\$ -	\$ -	\$ 133,733,010
Debt Service	\$ 13,320,919	\$ 15,890,024	\$ 15,886,026	\$ 15,483,907	\$ 14,700,896
Pay-Go Funded Capital Improvements	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000
Replenishment of Reserves	\$ 1,124,026	\$ 1,389,584	\$ 1,536,376	\$ 963,875	\$ 731,867
Total Capital & Capital Related	\$ 29,444,945	\$ 32,279,608	\$ 32,422,402	\$ 31,447,782	\$ 30,432,763
Total Cost of Service	\$ 123,103,799	\$ 130,284,748	\$ 133,881,942	\$ 137,533,922	\$ 140,031,863

PASSAIC VALLEY WATER COMMISSION

Table 5: O&M Expense Detail by Department

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Executive					
Account Number	Description					
00101014111020	Salaries	919,000	984,800	1,016,500	1,049,300	1,083,200
00101014111090	Overtime	42,600	45,700	47,200	48,700	50,300
00101014115001	Conference & seminars	20,000	20,000	20,000	20,000	20,000
00101014117001	General Expense	500	500	500	500	500
00101014117033	Membership Affiliations	20,000	20,000	20,000	20,000	20,000
		-	-	-	-	-
	SUBTOTAL EXECUTIVE	1,002,100	1,071,000	1,104,200	1,138,500	1,174,000

PASSAIC VALLEY WATER COMMISSION

Department:	Legal	Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Account Number	Description					
00102014121020	Salaries	183,700	196,700	203,000	209,500	216,200
00102014121090	Overtime	-	-	-	-	-
00102014123001	Prof Services Legal/Defense - Pers Injury	150,000	153,000	156,100	159,100	161,000
00102014123002	Prof Services Legal/Defense - Prop Damage	1,500	1,500	1,500	1,500	1,500
00102014123003	Prof Services Legal/Professional Services	-	-	-	-	-
00102014123004	PROFL SERV-LEGAL / PROF SVCS-Disbursements	90,000	90,900	91,800	92,700	93,600
00102014123005	PROFL SERV-LEGAL / Land Use (Escrow)	-	-	-	-	-
00102014123006	PROFL SERV-LEGAL / Land Use General	25,000	25,800	26,600	27,400	28,200
00102014123007	PROFL SERV-LEGAL / Land Use Expenses	-	-	-	-	-
00102014123008	PROFL SERV-LEGAL / Surveyors	-	-	-	-	-
00102014123009	PROFL SERV-LEGAL / Extra Legal Expenses	-	-	-	-	-
00102014123010	PROFL SERV-LEGAL / Tax Appeals	7,500	7,600	7,700	7,800	7,900
00102014123011	PROFL SERV-LEGAL / Workers Comp Settlements	-	-	-	-	-
00102014123012	PROFL SERV-LEGAL / Workers Comp Experts	-	-	-	-	-
00102014123013	PROFL SERV-LEGAL / Bond Counsel	5,000	5,200	5,400	5,600	5,800
00102014123014	PROFL SERV-LEGAL / Engineers/Planners	-	-	-	-	-
00102014123015	PROFL SERV-LEGAL / Regulatory & Admin Law	100,000	103,000	106,100	109,100	112,200
00102014123016	PROFL SERV-LEGAL / Personnel	10,000	10,300	10,600	10,900	11,200
00102014123017	PROFL SERV-LEGAL / Exp/Disb-Outside Counsel	-	-	-	-	-
00102014123018	PROFL SERV-LEGAL / MEL/JIF	-	-	-	-	-
00102014123019	PROFL SERV-LEGAL / Eminent Domain	-	-	-	-	-
00102014123020	PROFL SERV-LEGAL / Bankruptcy	10,000	10,400	10,800	11,200	11,600
00102014123021	PROFL SERV-LEGAL / General Litigation	95,000	96,900	98,800	100,700	102,600
00102014123022	PROFL SERV-LEGAL / Title Work	-	-	-	-	-
00102014123023	PROFL SERV-LEGAL / Appraisers	-	-	-	-	-
00102014123024	PROFL SERV-LEGAL / Grants	-	-	-	-	-
00102014123025	PROFL SERV-LEGAL / Easements/ROW	-	-	-	-	-

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
00102014123026	PROFL SERV-LEGAL / Easements/ROW-Expenses	-	-	-	-	-
00102014123027	PROFL SERV-LEGAL / Workers Compensation	-	-	-	-	-
00102014124401	Personal Injuries	100,000	103,000	106,100	109,100	112,200
00102014124402	Property	100,000	103,000	106,100	109,100	112,200
00102014124403	Settlements	-	-	-	-	-
00102014125001	Conference & seminars	10,000	10,100	10,200	10,300	10,400
00102014126009	Supplies Books & Publications	2,500	2,500	2,500	2,500	2,500
00102014127001	Purchases General Expense	1,500	1,500	1,500	1,500	1,500
00102014127033	Membership Affiliations	1,000	1,000	1,000	1,000	1,000
00102014127212	Purchases-Services/Defense Litigation	-	-	-	-	-
SUBTOTAL LEGAL		892,700	922,400	945,800	969,000	991,600

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Engineering					
Account Number	Description					
00103014131020	Salaries	2,359,300	2,556,800	2,638,800	2,723,500	2,811,000
00103014131090	Overtime	213,600	231,800	239,300	247,100	255,100
00103014133101	Professional Services/Engineering	800,000	824,000	848,700	873,400	934,000
00103014135001	Conference & seminars	21,000	21,600	22,200	25,000	27,000
00103014136010	Supplies / Stationary & Supplies	10,000	10,100	10,200	12,600	14,000
00103014136505	Computer Equip / Printer Supplies	10,000	10,300	10,600	10,600	11,000
00103014137001	Purchases/General Expense	5,000	5,200	5,400	6,400	7,000
00103014137033	Membership Affiliations	2,100	2,200	2,300	2,300	2,000
00103014139502	Service Contracts	10,000	10,300	10,600	10,900	11,200
SUBTOTAL ENGINEERING		3,431,000	3,672,300	3,788,100	3,911,800	4,072,300

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Purchasing					
Account Number	Description					
00104014141030	Salaries	503,400	539,400	556,700	574,700	593,200
00104014141090	Overtime	15,800	17,000	17,500	18,100	18,700
00104014145001	Conference & seminars	10,000	10,100	10,200	12,400	13,000
00104014146009	Supplies/Book/Publications	500	500	500	500	1,000
00104014146010	SUPPLIES / STATIONARY & SUPPLIES	40,000	41,200	42,400	43,600	44,800
00104014146505	Computer Equip / Printer Supplies	5,000	5,200	5,400	5,600	5,800
00104014147001	Purchases/General Expense	1,500	1,500	1,500	1,500	1,500
00104014147033	Membership Affiliations	1,000	1,000	1,000	1,000	1,000
SUBTOTAL PURCHASING		577,200	615,900	635,200	657,400	679,000

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Accounting					
Account Number	Description					
00105014151020	Salaries	1,452,200	1,555,900	1,605,900	1,657,500	1,710,900
00105014151090	Overtime	73,700	79,000	81,500	84,200	86,900
00105014155001	Conference & seminars	20,200	20,400	20,600	20,600	21,000
00105014156009	Supplies/Book/Publications	3,100	3,200	3,300	3,300	3,000
00105014157001	Purchases/General Expense	12,000	12,400	12,800	13,500	14,000
00105014157033	Membership Affiliations	4,000	4,100	4,200	4,200	4,000
00105014157224	Purchases - Services/Financial	90,000	92,700	95,500	98,200	101,000
00106014167210	Purchases - Outside Meter Reading	400,000	360,000	324,000	291,600	262,400
00106014167225	Credit Card Fees	450,000	463,500	477,400	491,000	504,800
SUBTOTAL ACCOUNTING		2,505,200	2,591,200	2,625,200	2,664,100	2,708,000

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Commercial					
Account Number	Description					
00106014161020	Salaries	1,286,400	1,379,300	1,424,100	1,470,400	1,518,200
00106014161090	Overtime	39,000	41,800	43,200	44,600	46,000
00106014164004	R & M / OUTSIDE CONTRACTORS	5,000	5,200	5,400	2,800	4,000
00106014164017	R&M Office Equipment	5,000	5,200	5,400	2,400	(1,000)
00106014165001	Conference & seminars	20,000	20,200	20,400	20,600	20,800
00106014165002	Conference & seminars - Outreach	-	-	-	-	-
00106014166010	Stationary & Supplies	2,000	2,000	2,000	1,000	2,000
00106014167001	Purchases/General Expense	2,000	2,000	2,000	2,000	2,000
00106014167021	Purchases/Water Bills-Bank Pymts	100,000	103,000	106,100	109,100	112,200
00106014167052	Purchases/Maint & Licensing Agmts (09014199502)	-	-	-	-	-
	SUBTOTAL COMMERCIAL	1,459,400	1,558,700	1,608,600	1,652,900	1,704,200

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Personnel					
Account Number	Description					
00107014171020	SALARIES / GENERAL	643,400	499,000	515,200	531,900	549,100
00107014171090	Overtime	19,500	15,200	15,700	16,200	16,700
00107014175001	Conference & seminars	10,000	10,300	10,600	5,600	3,000
00107014177001	Purchases/General Expense	7,000	7,100	7,200	8,200	9,000
00107014177211	Purchases - Services/Medical Exams	25,000	25,800	26,600	27,400	28,200
00107014177213	Purchases - Services/Safety Equip & Seminars	2,600	2,700	2,800	2,800	3,000
00107014177224	Purchases - Services/Financial	-	-	-	-	-
00107014177033	Membership Affiliations	3,000	3,000	3,000	3,200	3,000
00107014177065	Employee relations; outreach	35,000	35,400	35,800	36,200	36,600
SUBTOTAL PERSONNEL		745,500	598,500	616,900	631,500	648,600

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Insurance & Taxes					
Account Number	Description					
00109014192002	Emp Ben-Worker's Comp	515,000	530,500	546,400	549,400	567,000
00109014192102	Emp Ben-Hospitalization Current Staff	10,400,000	11,128,000	11,907,000	13,328,100	13,963,000
00109014192104	FSA Employer Contribution	-	-	-	-	-
00109014192103	Emp Ben-Hospitalization Retired Staff	2,600,000	2,782,000	2,976,700	3,332,000	3,491,000
00109014192201	Emp Ben-Group Life	15,500	16,000	16,500	18,700	19,000
00109014192401	Emp Ben-Payroll Taxes/FICA & FICAM	1,633,700	1,716,000	1,766,500	1,831,700	1,898,000
00109014192403	Emp Ben-Payroll Taxes/Current Exp SUI & DBL	27,400	28,200	29,000	29,800	31,000
00109014192601	Emp Ben-Dental Plan	216,000	222,500	229,200	281,100	308,000
00109014192701	Emp Ben-Optical Plan	41,200	42,400	43,700	40,200	42,000
00109014192301	Emp Ben-PERS Liability	3,630,000	3,993,000	4,392,300	4,692,000	5,066,000
00109014197002	NJ DEP Safe Drinking Water Tax	90,000	92,700	95,500	90,700	90,000
00109014197035	General Liability Insurance	824,000	848,700	874,200	888,500	915,000
00109014197104	Fees & Taxes - Vehicle Registration	1,000	1,000	1,000	1,000	1,000
00109014197107	Fees & Taxes - Property Taxes	566,500	583,500	601,000	600,100	621,000
SUBTOTAL INSURANCE & TAXES		20,560,300	21,984,500	23,479,000	25,683,300	27,012,000

PASSAIC VALLEY WATER COMMISSION

Department:		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Administrative & General					
Account Number	Description					
00109014191020	Administration Salaries	263,400	278,500	285,900	293,400	301,200
00109014191070	Summer Help Salaries	189,000	189,000	189,000	189,000	189,000
00109014191073	Intern Salaries	189,280	189,280	189,280	189,280	189,000
00109014191075	Co-op Salaries	105,560	105,560	105,560	105,560	106,000
00109014193004	Professional Services General & Admin	5,000	5,100	5,200	5,300	5,400
00109014193201	Professional Services Accounting Auditing	55,000	55,600	56,200	58,800	61,000
00109014194004	R & M / OUTSIDE CONTRACTORS	15,000	15,500	16,000	16,500	17,000
00109014196008	Supplies Postage	400,000	412,000	424,400	448,000	463,000
00109014196010	Stationary & Supplies	25,000	25,300	25,600	25,900	26,200
00109014197001	General Expense	25,000	25,300	25,600	25,900	26,200
00130014247006	Montclair Water Purchases	39,300	41,700	44,200	46,400	49,000
00130014247007	High Crest Water Purchases	44,500	47,200	50,000	52,600	55,000
00109014197022	Services/Uniforms	80,000	82,400	84,900	87,300	89,800
00109014197023	Telephone	675,000	695,300	716,200	736,700	757,500
00109014197024	Wanaque South Lease Expense	175,000	180,300	185,700	191,000	196,400
00109014197025	Newspaper Legal Ads	12,000	12,400	12,800	13,200	13,600
00109014197026	Tuition Reimbursement	-	-	-	-	-
00109014197033	Membership Affiliations	60,000	60,600	61,200	61,800	62,400
00109014197036	NJDWSC Budget Expense (Purchased Water)	10,140,813	10,343,600	10,550,500	10,734,100	11,055,000
00109014197052	PURCHASES / MAINT & LICENSING AGMTS	-	-	-	-	-
00109014197056	Emergency Protective Measures	150,000	154,500	159,100	165,000	167,000
00109014197061	Purchases / Copier Expense	40,000	41,200	42,400	43,600	44,800
00109014195502	Depreciation	15,450,000	15,913,500	16,390,900	16,530,700	17,058,000
00109014199502	Service contracts	55,000	56,700	58,400	60,100	61,800
00109014198000	Bad Debt Expense	150,000	154,500	159,100	164,000	167,000
00109014198002	Bad Debt - Lodi Sewer	-	-	-	-	-
00109014198003	Bad Debt - Passaic Sewer	-	-	-	-	-

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
00109014198004	Bad Debt - Elmwood Park	-	-	-	-	-
00109014198005	Bad Debt - Garfield	-	-	-	-	-
00109014198201	Interest/Meter Deposits	-	-	-	-	-
00109014198210	Interest/Lodi	-	-	-	-	-
00109014198213	Interest/Bond Insurance	1,500	1,500	1,500	1,500	2,000
00109014198221	Bank Charges	100,000	103,000	106,100	108,900	121,000
00109014198312	Debt Issue Costs	-	200,000	-	200,000	-
00109014199001	Short/Over Account/Inventory Depot	250,000	257,500	265,200	265,900	272,000
00109014199002	Short/Over Account/Inventory Chemicals	-	-	-	-	-
00109014199003	Short/Over Account/Inventory Meters	150,000	154,500	159,100	184,500	203,000
00109014199004	Short/Over Account/Loss on Asset Retirement	-	-	-	-	-
00109014199999	MISCELLANEOUS / UFO	-	-	-	-	-
	Bond interest expense (total)	7,385,083	7,885,810	7,594,067	7,295,124	7,075,910
	SUBTOTAL ADMINISTRATIVE & GENERAL	36,230,436	37,687,350	37,964,107	38,300,064	38,835,210

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department: Information Technology						
Account Number	Description					
00106044161020	Salaries	1,262,500	1,352,300	1,395,700	1,440,500	1,486,700
00106044161090	Overtime	196,400	210,600	217,500	224,500	231,800
00109014193301	Professional Services Computer Consulting		-	-	-	-
00106044163301	Professional Services Computer Consulting	478,007	492,300	507,100	521,600	536,300
00106044163401	IT Network Operating Expenses	558,920	575,700	593,000	610,000	627,200
00106044163402	IT Security		-	-	-	-
00106044163403	IT GPS		-	-	-	-
00106044163404	IT Telephones	300,000	309,000	318,300	327,400	336,700
00106044164004	R&M - Outside Contractors	750,654	773,200	796,400	819,200	842,300
00106044164017	R&M - Office Equipment		-	-	-	-
00106044165001	Conference & Seminars		-	-	-	-
00106044166010	Stationary & Supplies		-	-	-	-
00106044166501	Computer Equip - Desktops		-	-	-	-
00106044166502	Computer Equip - Laptops		-	-	-	-
00106044166503	Computer Equip - Other	1,510,000	1,555,300	1,602,000	1,647,800	1,694,300
00106044166504	Computer Equip - Printers		-	-	-	-
00106044166505	Computer Equip - Printer Supplies		-	-	-	-
00106044167001	General Expense		-	-	-	-
00106044167033	Membership Affiliations		-	-	-	-
00106044167052	IT Enterprise Software Licensing & Support	755,000	777,700	801,000	823,900	847,100
00106044169502	Service contracts	313,620	323,000	332,700	342,200	351,900
SUBTOTAL IT		6,125,101	6,369,100	6,563,700	6,757,100	6,954,300

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Environmental Health & Safety					
Account Number	Description					
00106064161020	Salaries	376,700	403,300	416,100	429,300	442,900
00106064161090	Overtime	8,800	9,400	9,700	10,000	10,400
00109014197105	Gov't Fines & Penalties	25,000	25,000	25,000	25,000	25,000
00109014197106	Gov't Fees & Assessments	90,000	92,700	95,500	98,400	100,000
00106064167110	Operator License Fees	-	-	-	-	-
00106064165001	Conference & Seminars	10,000	10,100	10,200	10,300	10,000
00106064167050	Purchases - Field Instruments	5,000	5,000	5,000	5,000	5,000
00106064167213	Safety Equipment	25,000	25,500	26,000	26,500	27,000
00120034237057	Environmental Compliance	30,000	30,900	31,800	32,800	33,000
00106064164034	Environmental Cleanup (40-04)	150,000	154,500	159,100	163,900	167,000
SUBTOTAL EH&S		720,500	756,400	778,400	801,200	820,300

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Communications					
Account Number	Description					
00106084161020	SALARIES / GENERAL	252,100	270,000	278,600	287,500	296,800
00106084161090	Overtime	8,500	9,100	9,400	9,800	10,100
00106084167001	Purchases/General Expense	1,000	1,000	1,000	1,400	1,000
00106014167064	Outreach Promotions	50,000	51,500	53,000	54,600	60,000
00106084164017	R&M Office Equipment	1,500	1,500	1,500	2,100	2,000
00106084166010	Stationary & Supplies	1,000	1,000	1,000	1,500	2,000
00106084165001	Conference and Seminars	5,000	5,200	5,400	5,600	6,000
SUBTOTAL COMMUNICATIONS		319,100	339,300	349,900	362,500	377,900

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Purification					
Account Number	Description					
00110014211020	Salaries	1,820,100	1,949,100	2,007,900	2,075,700	2,142,100
00110014211090	Overtime	160,300	171,900	177,500	183,300	189,200
00110014217110	Operator License Fees	-	-	-	-	-
00110014215001	Conference & seminars	20,000	20,600	21,200	21,800	22,000
00110014216010	SUPPLIES/ STATIONARY & SUPPLIES	10,000	10,300	10,600	10,900	11,000
00110014217501	DEP PERMIT FEES/HS & E Compliance	-	-	-	-	-
00110014217502	DEP PERMIT FEES/ALLOCATION	-	-	-	-	-
00110024217226	Water Research Foundation Project Participation	-	-	-	-	-
00110024214019	R&M-Instrumentation & Control	150,000	154,500	159,100	163,900	168,000
00110024214004	Outside Contractors	75,000	77,300	79,600	82,000	84,000
00110024217001	PURCHASES/GENERAL EXPENSES	5,000	5,200	5,400	5,600	6,000
00110024217011	PURCHASES/CHEMICALS	7,500,000	7,725,000	7,956,800	8,195,500	8,425,000
00110024217228	USDA Wildlife	-	-	-	-	-
00110024217401	Residual Mgt/Sewarage (Totowa)	15,000	15,500	16,000	16,500	17,000
00110024217402	Residual Mgt/Hauling	3,750,000	3,862,500	3,978,400	4,097,800	4,212,000
00110024217403	Residual Mgt/Treatment (PVSC)	-	-	-	-	-
00110024217404	Residual Mgt/Removal (Spectraserv)	-	-	-	-	-
00110024214033	R&M-Treatment Process	5,000	5,200	5,400	5,600	6,000
00110024214101	R&M-Computer Maint and Repair	-	-	-	-	-
00135014257221	Contractors/USGS	135,000	139,100	143,300	147,600	152,000
	SUBTOTAL PURIFICATION	13,645,400	14,136,200	14,561,200	15,006,200	15,434,300

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Pumping					
Account Number	Description					
00115014221020	Salaries	1,099,700	1,178,800	1,217,000	1,256,400	1,297,100
00115014221090	Overtime	227,000	243,400	251,300	259,400	267,900
00115014225001	Conference & seminars	6,300	6,500	6,700	6,900	7,000
00115014227001	Purchases - General Exp	4,000	4,100	4,200	4,300	4,000
00115014227305	PURCHASES-POWER & ELEC / PUMP SYSTEM	6,000,000	6,180,000	6,365,400	6,556,400	6,740,000
00115024224004	Outside Contractors	750,000	772,500	795,700	819,600	843,000
00115024226505	Printer Supplies	-	-	-	-	-
00115024227001	Purchases - General Exp	-	-	-	-	-
00115024227099	Purchases - Pumping System	2,000	2,100	2,200	2,300	2,000
00115024227203	PURCHASES-SERVICES/Meter Callibration	-	-	-	-	-
SUBTOTAL PUMPING		8,089,000	8,387,400	8,642,500	8,905,300	9,161,000

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Maintenance Construction					
Account Number	Description					
00120014231020	Salaries	4,728,900	4,779,900	4,934,000	5,093,100	5,257,500
00120014231090	Overtime	485,100	520,100	537,000	554,500	572,500
00120014235001	Conference & seminars	25,000	25,800	26,600	27,400	28,000
00120014237033	Membership affiliations	-	-	-	-	-
00120024237201	PURCHASES-SERVICES/OUTSIDE SECURITY	420,000	432,600	445,600	459,000	472,000
00120014237213	Purchases - Services/Safety Equip & Seminars	20,000	20,600	21,200	21,800	22,000
00120024234001	R&M - Materials	30,000	30,900	31,800	32,800	34,000
00120024234004	R&M - Outside Contractors	600,000	618,000	636,500	655,600	674,000
00120024234502	R&M - Outside Contractors Electrical	-	-	-	-	-
00120024234503	R&M - Outside Contractors HVAC	135,000	139,100	143,300	147,600	152,000
00120024234504	R&M - Outside Contractors Chem Stor Integ Test	-	-	-	-	-
00120024234505	R&M - Outside Contractors Chem Stor Cleaning	-	-	-	-	-
00120024234005	R&M - Buildings - Little Falls	80,000	82,400	84,900	87,400	90,000
00120024234006	R & M / BLDGS - CLIFTON	35,000	36,100	37,200	38,300	39,000
00120024234008	R&M - Buildings - Off Site	25,000	25,800	26,600	27,400	28,000
00120024234010	R&M - Reservoirs	15,000	15,500	16,000	16,500	17,000
00120024234201	R&M - Equipment/Tools/Groundskeeping Equipment	15,000	15,500	16,000	16,500	17,000
00120024234202	R&M - Equipment/Tools/Rental	20,000	20,600	21,200	21,800	22,000
00120024234203	R&M - Equipment/Tools/Supplies	250,000	257,500	265,200	273,200	281,000
00120034234022	R&M - Chemical Feed System	50,000	51,500	53,000	54,600	56,000
00120034234023	R&M - Finished Pumping System Equipment	150,000	154,500	159,100	163,900	168,000
00120034234024	R&M - Settling Tube Facility	10,000	10,300	10,600	10,900	11,000
00120034234025	R&M - Actiflo Facility	50,000	51,500	53,000	54,600	56,000
00120034234026	R&M - Residual Treatment Facility	25,000	25,800	26,600	27,400	28,000
00120034234028	R&M - Trash Rack	-	-	-	-	-
00120034234029	R&M - Fences	20,000	20,600	21,200	21,800	22,000
00120034234030	R&M - Automatic Gate	-	-	-	-	-

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
00120034234032	R&M Painting	-	-	-	-	-
00120024234021	R&M - Right of Way, Groundskeeping	40,000	41,200	42,400	43,700	45,000
00120024236006	Supplies/Gasoline	150,000	154,500	159,100	163,900	168,000
00120024236505	Computer Equip / Printer Supplies	-	-	-	-	-
00120024237001	Purchases - General Exp	50,000	51,500	53,000	54,600	56,000
00120024237010	Hazmat Disposal	50,000	51,500	53,000	54,600	56,000
00120024237014	Purchases - Garbage Disposal	30,000	30,900	31,800	32,800	34,000
00120024237044	Purchases - Bldg Material & Supplies	10,000	10,300	10,600	10,900	11,000
00120024237045	Purchases - Electrical Equipment & Supplies	100,000	103,000	106,100	109,300	112,000
00120024237046	Purchases - Store Room	100,000	103,000	106,100	109,300	112,000
00120024237058	Service Agreement - Xylem	-	-	-	-	-
00120024237062	Security Equipment	35,000	36,100	37,200	38,300	39,000
SUBTOTAL MAINTENANCE CONSTRUCTION		7,754,000	7,916,600	8,165,900	8,423,500	8,680,000

PASSAIC VALLEY WATER COMMISSION

Department:	Distribution	Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Account Number	Description					
00130014241020	Salaries	6,104,500	6,542,100	6,753,300	6,971,300	7,196,400
00130014241090	Overtime	1,374,300	1,473,500	1,521,400	1,570,900	1,621,900
00130014245001	Conference & seminars	65,000	67,000	69,000	71,100	73,000
00130014245003	Food/catering	-	-	-	-	-
00130014246505	Computer Equip / Printer Supplies	-	-	-	-	-
00130014247001	Purchases General Exp	10,000	10,300	10,600	10,900	11,000
00130014247016	Purchases/Keys/Locksmith	-	-	-	-	-
00130014247033	Membership Affiliations	2,000	2,100	2,200	2,300	2,000
00130014247056	Purchase/Emergency Protective Measures	1,000	1,000	1,000	1,000	1,000
00130014247302	Power & Electric/Clifton Admin	-	-	-	-	-
00130024244302	R&M Materials/Distribution Repairs	25,000	25,800	26,600	27,400	28,000
00130024244303	R&M Materials/Service Pipe Repairs	100,000	103,000	106,100	109,300	112,000
00130024244304	R&M Materials/Hydrant Repairs	10,000	10,300	10,600	10,900	11,000
00130024244305	R&M Materials/Street Resurface	20,000	20,600	21,200	21,800	22,000
00130024246015	Supplies/General/Restock	50,000	51,500	53,000	54,600	56,000
00130024247048	Purchases-Equip & Tools	15,000	15,500	16,000	16,500	17,000
00130024247103	Road Department Fees	175,000	180,300	185,700	191,300	197,000
00130024247203	Purchases -Services/Meter Installation	5,000	5,200	5,400	5,600	6,000
00130024247207	Purchases -Services/Hydrant Inspection	669,900	690,000	710,700	732,000	752,000
00130024247221	Purchases -Services/Outside Contractors	620,000	638,600	657,800	677,500	696,000
00130034244202	R&M Equip/Tools/Rental	10,000	10,300	10,600	10,900	11,000
00130034246004	Supplies/Motor Oil	10,000	10,300	10,600	10,900	11,000
00130034246005	Supplies/Batteries	9,000	9,300	9,600	9,900	10,000
00130034246006	Supplies/Gasoline	200,000	206,000	212,200	218,600	225,000
00130034246007	Supplies/Tires	30,000	30,900	31,800	32,800	34,000
00130034246014	Supplies/Auto Maintenance	175,000	180,300	185,700	191,300	197,000
00130034246021	Supplies/Janitorial	-	-	-	-	-

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
00130034247001	General Expenditures	10,000	10,300	10,600	10,900	11,000
00130034247209	Purchases-Services/Towing	10,000	10,300	10,600	10,900	11,000
00130034247216	Purchases-Services/Outside Vehicle Repair	100,000	103,000	106,100	109,300	112,000
SUBTOTAL DISTRIBUTION		9,800,700	10,407,500	10,738,400	11,079,900	11,424,300

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Department:	Laboratory					
Account Number	Description					
00135014251020	Salaries	1,653,700	1,770,500	1,826,800	1,885,100	1,945,100
00135014251090	Overtime	173,600	186,100	192,200	198,400	204,900
00135014255001	Conference & seminars	20,000	20,600	21,200	21,800	22,000
00135014256009	SUPPLIES / BOOKS & PUBLICATIONS	-	-	-	-	-
00135014256010	SUPPLIES / STATIONARY & SUPPLIES	15,000	15,500	16,000	16,500	17,000
00135014256505	Printer Supplies	-	-	-	-	-
00135014257033	Membership Affiliations	-	-	-	-	-
00135014257064	School Outreach	-	-	-	-	-
00135014257109	Certification Fees	4,000	4,100	4,200	4,300	4,000
00135024256001	SUPPLIES / LAB SUPPLIES-GENERAL	-	-	-	-	-
00135024256012	SUPPLIES / LAB CHEMICALS	30,000	30,900	31,800	32,800	34,000
00135024256013	SUPPLIES / LAB INSTRMNT PART/SERVICE/CALIB	20,000	20,600	21,200	21,800	22,000
00135024257001	PURCHASES / SMALL NON-CAP	-	-	-	-	-
00135024257003	LAB WATER ANALYSIS	140,000	144,200	148,500	153,000	157,000
00135024257050	PURCHASES / FIELD INSTRUMENTS	35,000	36,100	37,200	38,300	39,000
00135024257227	Contractor-Lab Services	-	-	-	-	-
00135024259502	Service contracts	50,000	51,500	53,000	54,600	56,000
00135034256001	SUPPLIES / LAB SUPPLIES-GENERAL	30,000	30,900	31,800	32,800	34,000
00135034256012	SUPPLIES / LAB CHEMICALS	20,000	20,600	21,200	21,800	22,000
00135034256013	SUPPLIES / LAB INSTR PARTS/SERVICE/CALIB	-	-	-	-	-
00135034257003	PURCHASES / LAB WATER ANALYSIS	10,000	10,300	10,600	10,900	11,000
00135034257060	LAB WATER ANALYSIS - EMERGING CONTAMINANTS	5,000	5,200	5,400	5,600	6,000
00135034257051	GAS PRODUCTS - TANKS / REFILL	15,000	15,500	16,000	16,500	17,000
00135034259502	Service contracts	100,000	103,000	106,100	109,300	112,000
00135044256001	SUPPLIES / LAB SUPPLIES-GENERAL	130,000	133,900	137,900	142,000	146,000
00135044256002	SUPPLIES / LAB EQUIP	-	-	-	-	-

PASSAIC VALLEY WATER COMMISSION

		Plan Year Ending				
		12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
00135044256012	SUPPLIES / LAB CHEMICALS	50,000	51,500	53,000	54,600	56,000
00135044256022	SUPPLIES / Lab Water Anal-LT2 Comp	-	-	-	-	-
00135044259502	Service contracts	75,000	77,300	79,600	82,000	84,000
00135074256013	SUPPLIES / LAB INSTRMNT PART/SUPPLY	60,000	61,800	63,700	65,600	67,000
00135074259502	Service contracts	-	-	-	-	-
00135084256013	SUPPLIES / LAB INSTRMNT PART/SUPPLY	-	-	-	-	-
00135084257048	PURCHASES / EQUIP & TOOLS	-	-	-	-	-
SUBTOTAL LABORATORY		2,636,300	2,790,100	2,877,400	2,967,700	3,056,000

PASSAIC VALLEY WATER COMMISSION

	Plan Year Ending				
	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
TOTAL ALL DEPARTMENTS O&M EXPENSES	116,493,937	121,804,450	125,444,507	129,911,964	133,733,010
Year-to-Year Change	8,886,907	5,310,513	3,640,057	4,467,457	3,821,046

2024 AUTHORITY BUDGET RESOLUTION

Passaic Valley Water Commission

FISCAL YEAR: January 01, 2024 to December 31, 2024

WHEREAS, the Annual Budget for Passaic Valley Water Commission for the fiscal year beginning January 01, 2024 and ending December 31, 2024 has been presented before the governing body of the Passaic Valley Water Commission at its open public meeting of November 29, 2023; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$117,996,531.00, Total Appropriations including any Accumulated Deficit, if any, of \$107,855,282.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$94,094,430.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$15,000,000.00; and

WHEREAS, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on November 29, 2023 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the) Passaic Valley Water Commission for the fiscal year beginning January 01, 2024 and ending December 31, 2024, is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Passaic Valley Water Commission will consider the Annual Budget and Capital Budget/Program for Adoption on January 24, 2024.

lamodio@pvwc.com

(Secretary's Signature)

11/29/2023

(Date)

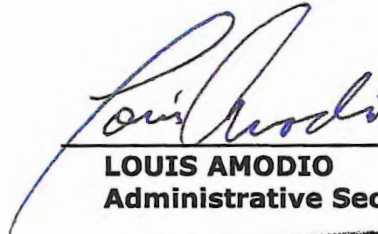
Governing Body Recorded Vote				
Member	Aye	Nay	Abstain	Absent
Rigoberto Sanchez	X			
Ruby Cotton	X			
Carmen DePadua				X
Joseph Kolodziej	X			
Jeffrey Levine	X			
Ronald Van Rensalier				X
Gerald Friend	X			



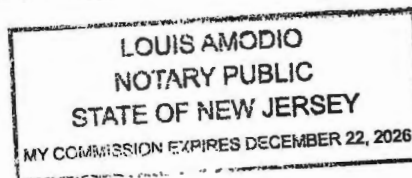
PASSAIC VALLEY WATER COMMISSION

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 November 30, 2023.



LOUIS AMODIO
Administrative Secretary



2024 Capital Budget

	A	B	C	D	AD	AE	AF	AG	AH	AI	AU	AW
1					\$ 94,094,430	\$ 167,999,554	\$ 189,174,917	\$ 175,484,222	\$ 101,911,260	\$ 80,355,312	\$ 760,897,083	
2	Project	Description	Department	Budget Category	2024	2025	2026	2027	2028	2029	Total 2023-2029	Anticipated Useful Life
3	Construct New Finished Water Main Pump Station at Plant and Transmission Main Upgrades	Construction of new Finished Water Main Pump Station. Includes valve relocation, electrical upgrades, installation of Venturi Meters on the transmission mains, relocation of Crossover Valve and rehabilitation of Hydraulic Switchboard Chamber at the Plant.	Engineering	Production & Pumping			\$ 10,000,000	\$ 30,000,000	\$ 30,000,000	\$ 30,000,000	\$ 100,000,000	100
4	Open Finished Water Reservoirs, Phase 2: Construction of the New Street Tanks	Removal of Open Finished Water Reservoirs by Construction of Tanks at New Street. WILL NEED TO MODIFY THE ACO - DEPENDENT ON HYDRAULIC STUDY - USE THESE FUNDS FOR NEW MAIN PS	Engineering	Finished/Treated Water Storage		\$ 33,333,333	\$ 33,333,333	\$ 33,333,333				100
5	Transmission Main Upgrade Contracts Required to be Built in Advance of the New Street Tank Project	Construct transmission main upgrades throughout the distribution system to improve system Resiliency. Work will include performing advanced work associated with construction of "temporary" storage tank within New Street Service Area. DEPENDENT ON HYDRAULIC AND FEASIBILITY STUDIES.	Engineering	System Resiliency		\$ 25,000,000	\$ 25,000,000	\$ 25,000,000	\$ 25,000,000		\$ 100,000,000	100
6	Meter Replacement	Replacement of about 70,000 customer meters throughout PVWC's service area	Distribution	Distribution		\$ 7,200,000	\$ 7,200,000	\$ 7,200,000	\$ 7,200,000	\$ 7,200,000	\$ 36,000,000	20
7	Open Finished Water Reservoirs, Phase 1C 2: Construction of the Levine Tanks	Construction of the Levine Tanks. 1. Auth to Bid Nov '23, 2. Advertise Dec '23, 3. Bid Opening Feb '24, 4. Auth to Award Mar '24, 5. Award April '24, 6. Commence July '24	Engineering	Finished/Treated Water Storage	\$ 6,000,000	\$ 12,000,000	\$ 12,000,000	\$ 6,000,000			\$ 36,000,000	100
8	PVWC Residuals Handling Upgrade	Construction of a new thickener tanks and pumping station for handling water treatment residuals.	Engineering	Production & Pumping	\$ 9,166,667	\$ 9,166,667	\$ 9,166,667				\$ 27,500,000	50
9	LSLRs following Test Pitting Operations in Main System (NJ Water Bank)		Engineering	Lead Service Line Replacement	\$ 8,511,331	\$ 8,511,331					\$ 25,533,993	50
10	Replacement of Transmission and Distribution Mains in Bunker Hill Section of Paterson (6th Ave / Industrial Area)	Remove / Abandon ~ 42,000 LF of mains and Replace / Relocate ~34,000 LF 6-inch up to 36-inch mains; include HDD - relocate transmission mains out of Superfund site	Engineering	Transmission & Distribution Mains					\$ 3,000,000	\$ 18,000,000	\$ 21,000,000	100
11	Water Main Replacement - Main System	Misc Projects - Main System, Replacement of about 10,000 LF and T&M for Special Projects	Engineering	Transmission & Distribution Mains	\$ 3,250,000	\$ 2,500,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 17,750,000	100

RESOLUTION: 23-170

**RESOLUTION OF THE PASSAIC VALLEY WATER COMMISSION
DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES
FOR PROJECT COSTS FROM THE PROCEEDS OF DEBT
OBLIGATIONS OF THE COMMISSION, INCLUDING IN CONNECTION
WITH ITS PARTICIPATION IN THE NEW JERSEY INFRASTRUCTURE
BANK'S WATER BANK FINANCING PROGRAM**

DATE OF ADOPTION: NOVEMBER 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission (the "Commission") intends to acquire, construct, renovate and/or install all capital projects more fully described in **Exhibits A, B and C** attached hereto (collectively, the "Projects"); and

WHEREAS, the Commission intends to finance the Projects with debt obligations of the Commission (the "Project Debt Obligations") but may pay for certain costs of the Projects (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Commission that are not borrowed funds; and

WHEREAS, the Commission reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by (i) the Commission on a short-term and/or long-term basis, and/or (ii) the New Jersey Infrastructure Bank (the "Conduit Issuer") to finance the Project on a long-term basis by making a loan to the Commission with the proceeds of the Conduit Issuer's obligations; and

WHEREAS, the Commission desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code; and

WHEREAS, by Resolution No. 23-80 adopted on May 24, 2023 (the "May 2023 Resolution"), the Commission has heretofore declared its official intent to reimburse expenditures for Project Costs for certain capital projects (the "May 2023 Projects"), including many, but not all, of the Projects listed in **Exhibits A, B and C** attached hereto; and

WHEREAS, following adoption of the May 2023 Resolution, the Commission refined its capital financing needs and determined, by Resolution No. 23-115 adopted on July 26, 2023 (the "July 2023 Resolution"), to supplement the declaration of official intent contained in the May 2023 Resolution with a declaration of its official intent to reimburse expenditures for Project Costs for a revised list of capital projects (the "July 2023 Projects"), including many, but not all, of the Projects listed in **Exhibits A, B and C** attached hereto; and

WHEREAS, the Commission has since further refined its capital financing needs and now wishes to supplement the declarations of official intent contained in each of the May 2023 Resolution and the July 2023 Resolution, provided that the declarations contained in the May 2023 Resolution and the July 2023 Resolution shall remain in full force, effective as of their respective dates of adoption as to the May 2023 Projects and the July 2023 Projects and the respective amounts of Project Debt Obligations recited therein;

NOW, THEREFORE, BE IT RESOLVED BY THE PASSAIC VALLEY WATER COMMISSION, as follows:

Section 1. The Commission reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of the Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Commission's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Commission, in accordance with Treasury Regulations §1.150-2.

Section 3. The declarations contained in the May 2023 Resolution and the July 2023 Resolution remain in full force, effective as of their respective dates of adoption, as to the May 2023 Projects and the July 2023 Projects and the respective amounts of Project Debt Obligations recited therein.

Section 4. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Projects is \$175,000,000, including (i) an estimated \$40,918,462 in hard costs from 2023-2024 for the projects listed in **Exhibit A** attached hereto under the heading "NJEIT (i-Bank) Funded Projects," (ii) an estimated \$66,015,590 in hard costs for the projects listed in **Exhibit B** attached hereto under the heading "2023-2024 Bonding for Current Contracts," (iii) an estimated \$31,509,697 in hard costs for the projects listed in **Exhibit C** attached hereto under the heading "2023-2024 Bonding for New Contracts," and (iv) an allowance for issuance expenses, capitalized interest (if any) and funding of reserves.

Section 5. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

Section 6. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds, if any, used to reimburse the Commission for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

Section 7. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

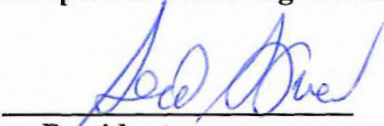
Section 8. The projects listed in **Exhibits A, B and C** attached hereto are hereby approved as part of the Commission's 2023-2024 capital budget.

Section 9. This resolution shall take effect immediately.

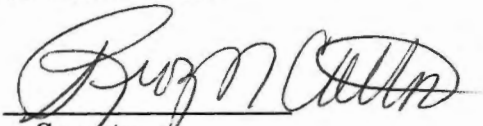
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

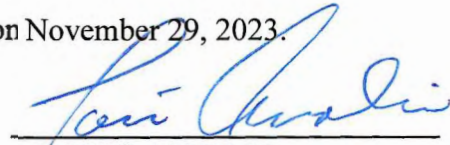


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

Exhibit A

**PASSAIC VALLEY WATER COMMISSION
NJEIT (I-BANK) FUNDED PROJECTS
UPDATED AS OF NOVEMBER 22, 2023**

Project	Description	Budget Category	Project Category for Capital Only	\$ 428,874,848		\$ 40,918,462
				Total 2023-2028	Anticipated Useful Life	2023-2024
LSLRs following Test Pitting Operations in Main System (NJ Water Bank)		Lead Service Line Replacement	Construction	\$ 25,533,993	50	\$ 17,022,662
Open Finished Water Reservoirs, Phase 1C-2: Construction of the Levine Tanks	Construction of the Levine Tanks. 1. Auth to Bid Nov '23, 2. Advertise Dec '23, 3. Bid Opening Feb '24, 4. Auth to Award Mar '24, 5. Award April '24, 6. Commence July '24	Finished/Treated Water Storage	Construction	\$ 36,000,000	100	\$ 6,000,000
Project Management and Construction Management Services for the LSLR Program in PVWC's Main System		Lead Service Line Replacement	Project Management	\$ 6,999,999	50	\$ 4,666,666
Professional Services for Conducting Condition Assessments on PVWC's Transmission Mains to the PVWC Reservoirs	Utilize pipeline condition assessment tools to perform a comprehensive condition assessment on all transmission mains from the LFWTP to PVWC's reservoirs and including all major transmission mains 42-inches and greater (about 41 miles / 36% of the transmission mains).	Transmission & Distribution Mains	Planning	\$ 4,100,000	100	\$ 4,100,000
Open Finished Water Reservoirs, Phase 1B: Emergency Backup Power at the LFWTP	Construction of the Emergency Backup Generator Facility at the LFWTP	Finished/Treated Water Storage	Construction	\$ 2,900,000	50	\$ 2,900,000
Water Main Improvements in Lodi Industrial Section	Install about 3,600 LF of 12-inch main on Main Street and Garibaldi Avenue to improve fire protection.	Transmission & Distribution Mains	Construction	\$ 1,620,000	100	\$ 1,215,000
Open Finished Water Reservoirs, Phase 1C-2: Construction Administration & Management for Construction of the Levine Tanks	Construction Administration & Management for the Levine Reservoir Project	Finished/Treated Water Storage	Project Management	\$ 5,257,507	100	\$ 959,585
Open Finished Water Reservoirs, Phase 2: Professional Engineering Services for New Street Tanks	<> Professional Services for New Street Reservoir Water Storage and Pumping Facilities, Design, Permitting <> CO 1 - Develop Reservoir Management Plan as required by the NJDEP <> CO 2 - storage re-evaluation	Finished/Treated Water Storage	Planning	\$ 1,843,760	100	\$ 643,760
Professional Engineering Services for Corrosion Control, Microbiological Treatment and Piloting PFAS Treatment	<> Provide additional services to evaluate disinfection dosages throughout the distribution system and evaluate corrosion of distribution piping. <> Provide additional services to support PVWC in evaluating our Treatment Plant for the removal of PFAS.	Production & Pumping	Planning	\$ 550,000	30	\$ 550,000
Water Main Replacement within Garret Heights Service Area	Replacement of about 12,000 LF of cast iron mains in Garrett Heights Service Area	Transmission & Distribution Mains	Construction	\$ 8,500,000	100	\$ 500,000
Engineering Services for Implementing a Water Main Replacement Program for the North Arlington and Lodi Systems and Assisting Commission with Obtaining I-Bank Funding for Capital Projects	<> Develop long term water main replacement plan for the North Arlington and Lodi systems; assist with managing the meter replacement pilot program; assist PVWC with obtaining i-Bank funding for capital projects. <> Develop general main replacement contract for up to 12,000 LF plus undefined complex distribution projects.	Transmission & Distribution Mains	Planning	\$ 500,000	100	\$ 500,000
Engineering Services for Implementing a Water Main Replacement Program for Paterson and Prospect Park	Design replacement of mains in Garrett Heights Service Area, new Woodland Park interconnections, development of long term water main replacement plan for Paterson and Prospect Park.	Transmission & Distribution Mains	Design	\$ 500,000	100	\$ 500,000

PASSAIC VALLEY WATER COMMISSION
NJEIT (I-BANK) FUNDED PROJECTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 428,874,848		\$ 40,918,462
				Total 2023-2028	Anticipated Useful Life	2023-2024
Professional Engineering Construction Phase Services for Lead Service Line Replacement	Perform construction administration and management for Contract No. 20-B-15, Subsurface Exploratory Investigation for Determination of Lead Service Lines in the Main System – Montana Construction.	Lead Service Line Replacement	Project Management	\$ 250,000	100	\$ 250,000
Mitigation Measures at PVWC Remote Facilities including Reservoir Sites Based on NJDEP, Consultant, Commission Evaluation	Construct mitigation measures to protect the reservoirs from natural disasters.	Storage Protection	Construction	\$ 1,000,000	50	\$ 250,000
Open Finished Water Reservoirs, Phase 1B: Professional Engineering Services for Emergency Backup Power and Levine Tanks Projects	Design and Construction Administration Services for Emergency Backup Power at the LFWTP	Finished/Treated Water Storage	Project Management	\$ 207,208	100	\$ 207,208
Professional Services for Water Quality & Accountability Act (WQAA) Compliance	Develop Asset Management Program to be utilized for the development of PVWC's Water Main Replacement Program for PVWC's systems. Do not rebid.	Distribution	Planning	\$ 161,821	100	\$ 161,821
Engineering Services to Survey, Design, Develop Bidding Documents, Perform Construction Administration and Management Services for Water Main Replacement Projects	Design replacement of mains in Garrett Heights Service Area, new Woodland Park interconnections, development of long term water main replacement plan for Paterson and Prospect Park.	Transmission & Distribution Mains	Design	\$ 75,000	100	\$ 75,000
Engineering Services to Survey, Design, Develop Bidding Documents, Perform Construction Administration and Management Services for Water Main Replacement Projects	Development of long term water main replacement plan for the Great Notch Service Area in Clifton.	Transmission & Distribution Mains	Planning	\$ 75,000	100	\$ 75,000
Engineering Services to Survey, Design, Develop Bidding Documents, Perform Construction Administration and Management Services for Water Main Replacement Projects	Development of long term water main replacement plan for Clifton and Passaic and develop general main replacement contract for up to 10,000 LF plus undefined complex distribution projects.	Transmission & Distribution Mains	Planning	\$ 75,000	100	\$ 75,000
Engineering Services to Survey, Design, Develop Bidding Documents, Perform Construction Administration and Management Services for Water Main Replacement Projects	Development of long term water main replacement plan for the North Arlington and Lodi systems and assistance with managing the meter replacement pilot program.	Transmission & Distribution Mains	Planning	\$ 75,000	100	\$ 75,000
Professional Services for Conducting Condition Assessments on PVWC's Facilities	Provide professional engineering services for assisting the Commission with performing condition assessments on all Commission facilities which includes surveying each facility, recommending maintenance issues and required repairs ranked by level of severity and recommendations for upgrades, performing design work.	Plant & General Structures	Planning	\$ 50,000	100	\$ 50,000
Professional Services for Conducting Condition Assessments on PVWC's Water Mains	This project is required for the development of the Commission's Water Main Replacement Program. Condition assessment on transmission mains is to be divided between two contracts. This line item is HDR's contract.	Transmission & Distribution Mains	Planning	\$ 50,000	100	\$ 50,000
Professional Services for Conducting Condition Assessments on PVWC's Water Mains	This project is required for the development of the Commission's Water Main Replacement Program. Condition assessment on transmission mains is to be divided between two contracts. This line item is Carollo's contract.	Transmission & Distribution Mains	Planning	\$ 50,000	100	\$ 50,000
Open Finished Water Reservoirs, Phase 1B: Professional Engineering Services for Emergency Backup Power and Levine Tanks Projects	Construction Administration Services which include submittal review, RFIs, assistance with commissioning for Levine Tanks Contract. Add to i-Bank Loan -014.	Finished/Treated Water Storage	Project Management	\$ 250,560	100	\$ 41,760
Data Center	Build Class 3/4 datacenter - 3 year contract (tentative)	Instrumentation, Controls & Information Technology	Construction	\$ 9,000,000	30	\$ -

**PASSAIC VALLEY WATER COMMISSION
NJEIT (I-BANK) FUNDED PROJECTS
UPDATED AS OF NOVEMBER 22, 2023**

Project	Description	Budget Category	Project Category for Capital Only	\$ 428,874,848		\$ 40,918,462
				Total 2023-2028	Anticipated Useful Life	2023-2024
Construct New Finished Water Main Pump Station at Plant and Transmission Main Upgrades	Construction of new Finished Water Main Pump Station. Includes valve relocation, electrical upgrades, installation of Venturi Meters on the transmission mains, relocation of Crossover Valve and rehabilitation of Hydraulic Switchboard Chamber at the Plant.	Production & Pumping	Construction	\$ 70,000,000	100	\$ -
Open Finished Water Reservoirs, Phase 2: Construction of the New Street Tanks	Removal of Open Finished Water Reservoirs by Construction of Tanks at New Street. WILL NEED TO MODIFY THE ACO - DEPENDENT ON HYDRAULIC STUDY - USE THESE FUNDS FOR NEW MAIN PS	Finished/Treated Water Storage	Construction	\$ 100,000,000	100	\$ -
Transmission Main Upgrade Contracts Required to be Built in Advance of the New Street Tank Project	Construct transmission main upgrades throughout the distribution system to improve system Resiliency. Work will include performing advanced work associated with construction of "temporary" storage tank within New Street Service Area. DEPENDENT ON HYDRAULIC AND FEASIBILITY STUDIES.	System Resiliency	Construction	\$ 100,000,000	100	\$ -
Meter Replacement	Replacement of about 70,000 customer meters throughout PVWC's service area	Distribution	Construction	\$ 28,800,000	20	\$ -
Meter Replacement	Replacement of about 105 wholesale meters up to 12-inch with Mach Meters	Distribution	Construction	\$ 9,000,000	20	\$ -
Test Pitting Operations to Determine Location of Unknown Lead Service Lines & LSLR in N Arlington & Lodi Systems		Lead Service Line Replacement	Construction	\$ 3,000,000	50	\$ -
Engineering Services to Perform Construction Administration and Mangement Services to Build a New Finished Water Main Pump Station	Perform construction administration and management services for the construction of the new Main Pump Station.	Production & Pumping	Project Management	\$ 3,500,000	100	\$ -
Engineering Services for Implementing a Water Main Replacement Program for the North Arlington and Lodi Systems and Assisting Commission with Obtaining I-Bank Funding for Capital Projects	Develop long term water main replacement plan for the North Arlington and Lodi systems; assist with managing the meter replacement pilot program; assist PVWC with obtaining i-Bank funding for capital projects	Transmission & Distribution Mains	Design	\$ 2,000,000	100	\$ -
Engineering Services for Implementing a Water Main Replacement Program for Paterson and Prospect Park.	Design replacement of mains in Garrett Heights Service Area, new Woodland Park interconnections, development of long term water main replacement plan for Paterson and Prospect Park.	Transmission & Distribution Mains	Design	\$ 2,000,000	100	\$ -
Engineering Services for Rehabilitation of Main Pump Station at the Little Falls Water Treatment Plant and for Implementing a Water Main Replacement Program for Clifton and Passaic	<> Perform design for rehabilitation or upgrade of water treatment processes at the LFWTP. <> Develop long term water main replacement plan for Clifton and Passaic and develop general main replacement contract for up to 10,000 LF plus undefined complex distribution projects.	Transmission & Distribution Mains	Design	\$ 2,000,000	100	\$ -
Meter Replacement	Construction Management to oversee the replacement of 70,000 meters throughout PVWC's service area	Distribution	Project Management	\$ 1,600,000	20	\$ -
Engineering Services to Design a New Finished Water Main Pump Station	Scope has been modified to produce a Master Facility Plan for the LFWTP which will include prioritizing needed capital projects and reevaluating low priority projects. Work shall include a Basis of Design and Feasibility Reports.	Production & Pumping	Planning	\$ 1,350,000	100	\$ -

Exhibit B

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Replacement of Hydrants	<> Perform replacement of hydrants throughout the distribution system <> CO 1 - assist PVWC with performing advanced investigation of each job site to verify work and ability to isolate work area	Distribution, Annual	Construction	\$ 4,408,205	30	\$ 4,408,205	Yes	Yes	Yes	3/25/2023	\$ 4,959,819	\$ 9,368,024
Open Finished Water Reservoirs, Phase 1C-1: Water Transmission Main Improvement to the Industrial Loop - Advanced Work to Levine Tanks Contract	<> Advanced Work to the Construction of the Levine Tanks for Replacing Transmission Main Valves, Installation of Interconnection between 300 / 180 Gradients, Structural Liner of Inlet Line to Reservoir, Pressure Relief <> CO 1 - removal of 6-inches thick of concrete subbase under 21st Ave, additional test pitting and stockpiling abandoned PSE&G gas mains	Finished/Treated Water Storage	Construction	\$ 4,427,933	100	\$ 4,427,933	Yes	Yes	Yes	3/25/2023	\$ 1,893,798	\$ 6,321,731
Emergency Water Main Repairs	<> Conduct emergency repair services within distribution system. <> CO 1 to make emergency repairs to Kearny multiples for rehab of four (4) pipe crossings with replace structural liner	Transmission & Distribution Mains	Construction	\$ 3,924,133	50	\$ 3,924,133	Yes	Yes	Yes	3/25/2023	\$ 1,434,380	\$ 5,358,513
Furnish and Install Valves, Hydrants, Curb Stops, Service Lines, Restoration	Replace valves, hydrants, curb stops, service lines and make water main improvements.	Distribution, Annual	Construction	\$ 2,000,000	30	\$ 2,000,000	Yes	Yes	Yes	3/25/2023	\$ 1,438,606	\$ 3,438,606
Fire Hydrants	Procure fire hydrants.	Material Procurement	Procurement	\$ 2,949,195	30	\$ 857,382	Yes	Yes	Yes	3/25/2023	\$ 2,426,349	\$ 3,283,731
Emergency Procurement of Custom Filter Valves to be Installed in the Filter Building at LFWTP	Procure custom valves having a 1 year lead time to allow for completion of design and pubic bidding for Filter Valve Replacement Contract	Production & Pumping	Construction	\$ 2,802,992	30	\$ 2,802,992	Yes	Yes - Moved from New Project to Existing Project List and Modified Project Title	Yes - Moved from New Project to Existing Project List and Modified Project Title	3/25/2023		\$ 2,802,992
Water Meter Repair Pts & Appurtenances	Procure water meter repair parts and appurtenances.	Material Procurement	Procurement	\$ 7,048,019	20	\$ 2,145,312	Yes	Yes	Yes	3/25/2023	\$ 373,886	\$ 2,519,197
Roadway Pavement Restoration	Perform roadway pavement restoration following routine maintenance and emergency repairs performed by PVWC Operations.	Distribution, Annual	Construction	\$ 4,499,300	10	\$ 2,299,650	Yes	Yes	No	5/27/2023	\$ -	\$ 2,299,650
Architectural Rehabilitation of PVWC's Gate House and Pump House Great Falls Grounds at Maple Avenue, City of Paterson, New Jersey	Perform a historic rehabilitation of the two (2) PVWC buildings at the Great Falls National Park.	Plant & General Structures	Construction	\$ 1,985,555	50	\$ 1,985,555	Yes	Yes - Moved from New Project to Existing Project List	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 138,845	\$ 2,124,400

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Fiber Optic Upgrade	Only \$550K of 2023 budget utilized. Recommendation to move surplus \$250K + \$250K for Continuing LFWTP Upgrades + \$900K for Additions to Passaic County Fiber Network (Priority Sites)	Instrumentation, Controls & Information Technology	Construction	\$ 1,600,000	30	\$ 1,400,000	Yes	Yes	Yes	3/25/2023	\$ 429,933	\$ 1,829,933
Roadway Pavement Restoration	Perform roadway pavement restoration following routine maintenance and emergency repairs performed by PVWC Operations. <> CO 1 - Perform outstanding roadway restoration throughout PVWC's service areas	Distribution, Annual	Construction	\$ 530,000	10	\$ 530,000	Yes	Yes	Yes	3/25/2023	\$ 899,256	\$ 1,429,256
PVWC Networking (Switches, SFPs, Accessories) - Supply Chain Delays	Procure PVWC networking switches SFPs accessories supply chain delays.	Instrumentation, Controls & Information Technology	Procurement	\$ 1,250,000	20	\$ 1,050,000	Yes	Yes	Yes	3/25/2023	\$ 254,910	\$ 1,304,910
Iron Pipe	Procure iron pipe.	Material Procurement	Procurement	\$ 4,507,452	100	\$ 848,999	Yes	Yes	Yes	3/25/2023	\$ 206,731	\$ 1,055,731
Furnish and Deliver Tapping Sleeves, Valves and Curb Boxes	Procure tapping sleeves, valves and curb boxes.	Material Procurement	Procurement	\$ 5,215,498	50	\$ 982,363	Yes	Yes	Yes - Contract No. has been updated	3/25/2023	\$ 18,460	\$ 1,000,823
Single Axle Dump Trucks for Distribution	Procure five (5) 2024 Kenworth Model T480 Single Axle Dump Trucks	Vehicles	Procurement	\$ 899,756	10	\$ 899,756	Yes	Yes	Yes	3/25/2023	\$ -	\$ 899,756
Procurement of Additional Hydra-Stop Equipment and Insertion Valves	Procure additional Hydra-Stop equipment for installing 12-inch insertion valves and procure 6, 8, and 12-inch insertion valves for Distribution Department for install their own insertion valves. All Hydra-Stop equipment is proprietary.	Material Procurement	Procurement	\$ 3,464,107	30	\$ 652,480	Yes	Yes	No	5/27/2023	\$ 242,764	\$ 895,244
Rehabilitation of the Main Pump Station, Superintendent's Building & Jackson Ave Pump Station	Rehabilitation of the Main Pump Station, Superintendent's Building / Garage & Jackson Ave PS including lead abatement. <> CO 1 - 2/19/20 NTE \$378,856 - modifications to concrete panel substate of MPS roof system for slate roof <> CO 2 - 10/10/23 NTE \$_____ Recovery from 8/7/23 flood at MPS; heating system modifications	Plant & General Structures	Construction	\$ 750,000	50	\$ 750,000	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ 131,547	\$ 881,547

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918 Total 2023-2028	Anticipated Useful Life	\$ 46,572,481 Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	\$ 19,395,424 Allowable Reimbursement Amount (from Allowable Start Date to Present)	\$ 65,967,905 Total Loan Reimbursement
UST Removal of Diesel Tank and AST Installation for Diesel and Gasoline, Waste Tank	Removal of Diesel Tank and Installation of Diesel, Gasoline, Waste Tank and Equipment	Plant & General Structures	Construction	\$ 141,690	30	\$ 141,690	Yes	Yes	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 707,810	\$ 849,500
Open Finished Water Reservoirs, Phase 1C-1: Construction Administration for Advanced Work to Levine Tanks Contract (Postponed Design for 6th Ave Main Replacement - Reissue)	Perform construction administration and management for Contract No. 22-B-7, Advanced Work for Industrial Loop Project.	Finished/Treated Water Storage	Project Management	\$ 716,697	100	\$ 716,697	Yes	Yes	Yes	3/25/2023	\$ 129,985	\$ 846,682
Procure Vehicles for Various Departments under NJ State Contract 17-FLEET-00241	Procure vehicles to replace nine (9) vehicles at the end of its useful life and seven (7) new vehicles to be used by new employees for a total of 16 new vehicles. These vehicles will be assigned to employees in the Distribution, EH&S, Engineering, IT and Maintenance Departments.	Vehicles	Procurement	\$ 727,377	10	\$ 727,377	Yes	Yes	Yes	3/25/2023	\$ 48,113	\$ 775,490
Procure Brass Water Service Line Fittings	Procure brass water service line fittings.	Material Procurement	Procurement	\$ 760,861	50	\$ 760,861	Yes	Yes	Yes	3/25/2023	\$ 7,209	\$ 768,070
Iron Pipe Fittings	Procure Iron pipe fittings.	Material Procurement	Procurement	\$ 3,477,935	100	\$ 655,085	Yes	Yes	No	5/27/2023	\$ 90,874	\$ 745,959
Implementation and Post Implementation of CMMS	Professional Services to Assist PVWC in Implementation and Post Implementation of a New CMMS System over three year period (2021-2024)	Instrumentation, Controls & Information Technology	Project Management	\$ 500,000	10	\$ 500,000	Yes	Yes	Yes	3/25/2023	\$ 186,228	\$ 686,228
Security Hardware Upgrades for Security system upgrade	Procure security hardware upgrades for security system upgrade.	Instrumentation, Controls & Information Technology	Procurement	\$ 500,000	20	\$ 500,000	Yes	Yes	Yes	3/25/2023	\$ 134,733	\$ 634,733
Procure Three Service Vehicles and Three Dump Trucks to be Used by the Distribution and Maintenance Departments	Procure three (3) service vehicles and three (3) dump trucks for the Distribution and Maintenance Departments to replace existing vehicles at the end of its useful life.	Vehicles	Procurement	\$ 626,940	10	\$ 626,940	Yes	Yes	Yes	3/25/2023	\$ -	\$ 626,940
Valve Service Trucks for Distribution	Procure two (2) 2024 Kenworth Model T180 Valve Service Trucks	Vehicles	Procurement	\$ 626,487	10	\$ 626,487	Yes	Yes	Yes	3/25/2023	\$ -	\$ 626,487
Concrete Restoration	Perform concrete restoration following routine maintenance and emergency repairs performed by PVWC Operations.	Distribution, Annual	Construction	\$ 143,753	10	\$ 143,753	Yes	Yes	Yes	3/25/2023	\$ 475,948	\$ 619,700
Procure Box Trucks for Distribution	Procure four (4) 2024 Kenworth Model T380 Box Trucks	Vehicles	Procurement	\$ 569,900	10	\$ 569,900	Yes	Yes	Yes	3/25/2023	\$ -	\$ 569,900

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918 Total 2023-2028	Anticipated Useful Life	\$ 46,572,481 Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	\$ 19,395,424 Allowable Reimbursement Amount (from Allowable Start Date to Present)	\$ 65,967,905 Total Loan Reimbursement
Professional Services for FERC Regulatory Required Improvements to PVWC's Intake Canal Facilities and Interfacing with Project 15-P-41	Design improvements to the intake canal at the LFWTP.	Production & Pumping	Design	\$ 1,900,000	50	\$ 500,000	Yes	Yes	Yes	3/25/2023	\$ 40,793	\$ 540,793
Parking Lot Modifications at the PVWC Clifton Administration Building	Construct modifications to the visitor parking area to create an additional 25 parking spaces for Commission work vehicles at the Clifton Administration Building. Approval for \$250k (22-100)	Plant & General Structures	Construction	\$ 260,618	50	\$ 260,618	Yes	Yes	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 257,418	\$ 518,036
Phase 2 - Professional Services for Development of an Enterprise Dashboard Management System	Conduct build-out of dashboard system and connect data sources from PVWC's on-premises data network to regularly push data to Azure SQL BI reporting database, and feed data to dashboard report pages for Customer Service, Distribution, Laboratory and Purification Depts.	Administration	Design	\$ 500,000	30	\$ 500,000	Yes	Yes - Moved from New Project to Existing Project List and Modified Project Name	No	5/27/2023	\$ -	\$ 500,000
Procure Heavy Haulers for Distribution	Procure two (2) 2025 Kenworth Equipment Haulers, Model T480 for the Distribution Department to allow crews to be able to transport pipes, valves and fittings to jobs.	Vehicles	Procurement	\$ 491,361	10	\$ 491,361	Yes	Yes	No	5/27/2023	\$ -	\$ 491,361
Tri Axle Dump Trucks for Distribution	Procure two (2) 2024 Kenworth Model T880 Tri Axle Dump Trucks	Vehicles	Procurement	\$ 485,945	10	\$ 485,945	Yes	Yes	Yes	3/25/2023	\$ -	\$ 485,945
Hardware (RTU) for Plant SCADA	To replace Legacy RTUs, that are deemed to be at Risk. To be utilized with consultation from PSl.	Instrumentation, Controls & Information Technology	Procurement	\$ 845,000	20	\$ 425,000	Yes	Yes	Yes	3/25/2023	\$ 31,820	\$ 456,820
Engineering Services to Produce a Master Facility Plan for LFWTP including Placement of New Finished Water Main Pump Station	Scope has been modified to produce a Master Facility Plan for the LFWTP which will include prioritizing needed capital projects and reevaluating low priority projects. Work shall include a Basis of Design and Feasibility Reports.	Production & Pumping	Planning	\$ 425,000	100	\$ 425,000	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ 5,666	\$ 430,666
Water Service Boxes & Roadway Boxes	Procure water service boxes & roadway boxes.	Material Procurement	Procurement	\$ 1,672,557	30	\$ 315,034	Yes	Yes	Yes	3/25/2023	\$ 91,175	\$ 406,209
Hardware (PCs) for Data Network (Wireless)	Procure hardware PCs for communications wireless.	Instrumentation, Controls & Information Technology	Procurement	\$ 250,000	20	\$ 250,000	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ 115,857	\$ 365,857

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23- 80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
CASE 590SN Backhoe Loaders	Procure two (2) CASE 590SN Backhoe Loaders to replace three excavators that are at end of its useful life.	Vehicles	Procurement	\$ 168,873	10	\$ 168,873	Yes	Yes	Yes	3/25/2023	\$ 168,873	\$ 337,746
Professional Engineering Services for PVWC Residuals Handling Upgrade	Perform design, permitting and construction administration of the upgrades to the residuals handling system at the LFWTP.	Production & Pumping	Project Management	\$ 500,000	50	\$ 300,000	Yes	Yes	Yes - Moved from New Project to Existing Project List and Modified Project Title	3/25/2023	\$ 14,788	\$ 314,788
Furnish GPS Fleet Tracking including Maintenance for Fleet Vehicles	Procure GPS fleet tracking including maintenance for fleet vehicles.	Maintenance	Procurement	\$ 487,698	10	\$ 308,020	Yes	Yes	Yes	3/25/2023		\$ 308,020
Professional Services for Electrical Facilities and Operations Issues and Related Services	Extend contract until December 31, 2023. Oversee the ongoing Emergency Generator contract, design various electrical upgrades at LFWTP and review technical specifications and drawings for the Residuals Contract.	Plant & General Structures	Design	\$ 93,600	50	\$ 93,600	Yes	Yes	No	5/27/2023	\$ 156,400	\$ 250,000
Professional Engineering Services for Filtration System Problems, Filter Assessments, and Related Matters	Design of valve replacement in Filter Building at the LFWTP.	Production & Pumping	Design	\$ 228,437	30	\$ 228,437	Yes	Yes	Yes	3/25/2023	\$ 21,563	\$ 250,000
Perform Renovations of the Current PVWC Distribution / Customer Service Building in Clifton	Perform renovations to Distribution Supervisor, IT and Customer Service.	Plant & General Structures	Construction	\$ 250,000	50	\$ 250,000	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023		\$ 250,000
Procure Five Cargo Vans for Distribution Department	Procure five (5) cargo vans for the Distribution Department to replace existing vehicles at the end of its useful life.	Vehicles	Procurement	\$ 249,925	10	\$ 249,925	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ -	\$ 249,925
Repair Clamps, Tapping Sleeves and Couplings	Procure repair clamps tapping sleeves and couplings.	Material Procurement	Procurement	\$ 968,456	50	\$ 182,413	Yes	Yes	Yes	3/25/2023	\$ 56,920	\$ 239,333
Miscellaneous Professional Architectural Services for PVWC's Facilities	<> Design rehabilitation of the floor slab at the Main Pump Station <> Roof replacement for various structures at LFWTP and Clifton <> Boiler House stabilization <> As-builts of remote facilities	Plant & General Structures	Design	\$ 192,614	50	\$ 192,614	Yes	Yes	Yes	3/25/2023	\$ 37,386	\$ 230,000

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Hardware (RTU) for Remote SCADA	Build additional "Standard RTUs" eliminating remaining Legacy Remote SCADA RTUs.	Instrumentation, Controls & Information Technology	Procurement	\$ 100,000	20	\$ 100,000	Yes	Yes	Yes	3/25/2023	\$ 129,015	\$ 229,015
Furnish and Install Lift at Bay No. 2 of Garage at PVWC Clifton Yard	Demolish existing in-ground lift and install Stertil-Koni lift and truck adapter package in Bay 2. 8 month lead time.	Maintenance	Construction	\$ 228,423	15	\$ 228,423	Yes	No	No	9/30/2023		\$ 228,423
Discharge Piping Modifications for Hydrocyclone System	Modifications to discharge piping for the hydrocyclone system for the Actiflo clarification process.	Production & Pumping	Construction	\$ 133,420	20	\$ 133,420	Yes	Yes	Yes	3/25/2023	\$ 93,580	\$ 227,000
Miscellaneous Inspections and Other Regulatory Compliance Issues for PVWC's Reservoir Dams	Perform dam inspections, update emergency action plans, design repairs based on inspection reports.	Finished/Treated Water Storage	Planning	\$ 177,203	50	\$ 177,203	Yes	Yes	Yes	3/25/2023	\$ 47,797	\$ 225,000
CASE 621G Wheel Loaders	Procure one (1) CASE 621G Loader to replace Loader that is used at the Great Notch Soil Transfer site.	Vehicles	Procurement	\$ 47,011	10	\$ 47,011	Yes	No	No	9/30/2023	\$ 168,873	\$ 215,884
Cellular Coverage Enhancement	Install antennas, cables and equipment to enhance Verizon and AT&T First Net Cellular Coverage throughout the LFWTP.	Instrumentation, Controls & Information Technology	Construction	\$ 250,000	20	\$ 200,000	Yes	Yes	Yes	3/25/2023	\$ 9,077	\$ 209,077
Compact Excavators	Procure two (2) Bobcat E60 Compact Excavators with accessories will replace a 1997 John Deere Loader and two 1999 Case Loaders that are at the end of its useful life.	Vehicles	Procurement	\$ -	10	\$ -	Yes	Yes	Yes	3/25/2023	\$ 204,052	\$ 204,052
PVWC Web Design Project	Redesign PVWC website	Instrumentation, Controls & Information Technology	Design	\$ 200,000	10	\$ 200,000	Yes	No	No	9/30/2023	\$ -	\$ 200,000
CMMS Software License for First Year	Procure software license for CMMS Software	Instrumentation, Controls & Information Technology	Procurement	\$ -	10	\$ -	Yes	Yes	Yes	3/25/2023	\$ 186,228	\$ 186,228
Hot Mix Asphalt	Procure hot mix asphalt.	Material Procurement	Procurement	\$ 786,109	10	\$ 148,067	Yes	Yes	Yes	3/25/2023	\$ 30,647	\$ 178,714
Perform Project Management for the Implementation and Post Implementation of CMMS	<> Assist PVWC in Implementation and Post Implementation of a New CMMS System <> CO 1 - Additional PM <> CO 2 - Human Resources Optimization Assessment <> CO 3 - Integrate PVWC's GIS and CIS with CMMS	Instrumentation, Controls & Information Technology	Project Management	\$ 50,000	10	\$ 50,000	Yes	Yes	Yes	3/25/2023	\$ 121,947	\$ 171,947

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Developing Bidding Documents for Removal of UST and Installation of ASTs at the PVWC Clifton Facility	Removal of diesel UST and installation of diesel and gasoline ASTs, containment and fuel dispensing system at Clifton Yard. <>Added LSRP and CM	Plant & General Structures	Project Management	\$ 103,179	30	\$ 103,179	Yes	Yes	Yes	3/25/2023	\$ 56,929	\$ 160,108
Furnish and Install Lift at Bay No. 1 of Garage at PVWC Clifton Yard	Demolish existing in-ground lift and install Stertil-Koni lift in Bay 1. 8 month lead time.	Maintenance	Construction	\$ 159,644	15	\$ 159,644	Yes	No	No	9/30/2023		\$ 159,644
Networking (Switches, SFPs, Accessories) - Supply Chain Delays for Remote SCADA	Procure networking switches SFPs accessories supply chain delays for Remote SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 150,000	20	\$ 150,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 150,000
Networking (Switches, SFPs, Accessories) for Plant SCADA	Procure networking switches SFPs accessories for Plant SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 150,000	20	\$ 150,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 150,000
Furnish and Install Telephone System, Hardware and Software Updates - Servers, PBX, Switches, Phones for Upgrade Telephone Equipment - NEC	Procure furnish and install telephone system hardware and software updates servers PBX switches and phones for upgrade of NEC telephone equipment	Instrumentation, Controls & Information Technology	Construction	\$ 270,000	20	\$ 150,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 150,000
Professional Services for Building MEP (Mechanical, Electrical, Plumbing) and Fire Protection Systems for the HVAC Upgrades Project at PVWC Clifton Buildings	CO 1 to design HVAC Upgrades for PVWC Clifton Distribution / Customer Service Building	Plant & General Structures	Design	\$ 30,000	30	\$ 30,000	Yes	Yes	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 116,326	\$ 146,326
Hardware (Instrumentation) for Remote SCADA	Procure hardware instrumentation for Remote SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 550,000	20	\$ 110,000	Yes	Yes	Yes	3/25/2023	\$ 25,975	\$ 135,975
Procure One Flatbed Truck for Distribution Department	Procure one (1) 2025 Kenworth Model T480 Flatbed Truck for the Distribution Department to allow crews to be able to transport pipes, valves and fittings to jobs. This flatbed truck will replace Truck 98, which is over 25 years old.	Vehicles	Procurement	\$ 134,985	10	\$ 134,985	Yes	Yes	No	5/27/2023	\$ -	\$ 134,985
Hardware (HCI) for Data Network	Based on timing, this was moved back one year. This was supposed to align with the completion of a Data Center	Instrumentation, Controls & Information Technology	Procurement	\$ 2,350,000	20	\$ -	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ 131,447	\$ 131,447
Change Order No. 1 for Project No. 16-P-62, "Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park"	Perform construction administration of Contract No. 23-B-06, Architectural Rehabilitation of PVWC's Gate House and Pump House, Great Falls Grounds at Maple Avenue, City of Paterson.	Plant & General Structures	Project Management	\$ 100,000	50	\$ 100,000	Yes	Yes	No	5/27/2023	\$ 11,120	\$ 111,120
Hardware (Instrumentation) for Plant SCADA	Procure hardware instrumentation for Plant SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 330,000	20	\$ 110,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 110,000

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23-80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Hardware (Accessories, Misc.) for Data Network (Wireless)	Procure hardware accessories misc for communications wireless.	Instrumentation, Controls & Information Technology	Procurement	\$ 300,000	20	\$ 100,000	Yes	Yes - Modified Project Name	Yes - Modified Project Name	3/25/2023	\$ -	\$ 100,000
Professional Services for Building MEP (Mechanical, Electrical, Plumbing) and Fire Protection Systems for the HVAC Upgrades Project at PVWC Clifton Buildings	Design HVAC Upgrades at LFWTP and Remote Sites	Plant & General Structures	Design	\$ 10,000	30	\$ 10,000	Yes	Yes	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 84,925	\$ 94,925
Furnish and Install Underdeck Air System to Box Trucks	Furnish and install four (4) Vanair underdeck air system to Kenworth T270 box trucks, 150 PSI	Maintenance	Construction	\$ 94,380	10	\$ 94,380	Yes	No	No	9/30/2023		\$ 94,380
Procure 1,000 Neptune R900 Radio Type MIUs	Procure 1,000 Neptune R900 Radio Type MIUs	Material Procurement	Procurement	\$ -	20	\$ -	Yes	No	No	9/30/2023	\$ 88,000	\$ 88,000
Procure Pickup Trucks for Engineering Department Inspector's Group	Procure two (2) pick up trucks under the ESCNJ Cooperative for use by the Engineering Department to allow Deparement to expand their inspection operations. These vehicles were distributed to other departments.	Vehicles	Procurement	\$ -	10	\$ -	Yes	Yes	Yes	3/25/2023	\$ 86,049	\$ 86,049
Professional Services for Conducting a Systemwide Security and Vulnerability Risk Assessment on PVWC Infrastructure	Perform a systemwide security and vulnerability risk assessment on all PVWC infrastructure. This contract will determine capital improvements required to protect PVWC's facilities	Plant & General Structures	Planning	\$ 29,967	50	\$ 29,967	Yes	Yes	Yes	3/25/2023	\$ 50,033	\$ 80,000
Disaster Recovery for Remote SCADA	New SCADA Asset inventory to acquire additional parts, in the event of failure.	Instrumentation, Controls & Information Technology	Procurement	\$ 337,914	20	\$ 75,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 75,000
Hardware (Misc.) for Plant SCADA	Procure hardware misc for Plant SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 110,000	20	\$ 50,000	Yes	Yes	Yes	3/25/2023	\$ 20,031	\$ 70,031
Procure Cargo Vans for Distrubution Department	Procure two (2) cargo vans under the ESCNJ Cooperative for use by the Distribution Deparment for to expand meter operations and shut-off	Vehicles	Procurement	\$ -	10	\$ -	Yes	Yes	Yes	3/25/2023	\$ 69,421	\$ 69,421
Document Management Solution - Digitization of archived clerk records under the ESCNJ Document Management Cooperative.	Digitize and restore damaged paper files in PVWC's archived clerk records.	Instrumentation, Controls & Information Technology	Design	\$ 65,812	50	\$ 65,812	Yes	Yes	Yes	3/25/2023	\$ -	\$ 65,812
Updates, Upgrades and Add. S.O.W. for CIS	Install updates, upgrades and add SOW for CIS.	Instrumentation, Controls & Information Technology	Project Management	\$ 55,000	10	\$ 55,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 55,000

PASSAIC VALLEY WATER COMMISSION
2023-2024 BONDING FOR CURRENT CONTRACTS
UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 78,506,918		\$ 46,572,481					\$ 19,395,424	\$ 65,967,905
				Total 2023-2028	Anticipated Useful Life	Projected Amount 2023-2024	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-115	Project Listed in 5/24/23 Resolution No. 23- 80	Allowable Start Date of Reimbursement	Allowable Reimbursement Amount (from Allowable Start Date to Present)	Total Loan Reimbursement
Hardware (Misc.) for Remote SCADA	Procure hardware misc for Remote SCADA.	Instrumentation, Controls & Information Technology	Procurement	\$ 170,000	20	\$ 50,000	Yes	Yes	Yes	3/25/2023	\$ -	\$ 50,000
Procure one (1) 2023 Ford Escape	Procure one (1) 2023 Ford Escape 4 DR AWD	Vehicles	Procurement	\$ -	10	\$ -	Yes	No	No	9/30/2023	\$ 35,110	\$ 35,110
Professional Services for Building MEP (Mechanical, Electrical, Plumbing) and Fire Protection Systems for the HVAC Upgrades Project at PVWC Clifton Buildings	CO 1 to design HVAC Upgrades for PVWC Clifton Administration Building	Plant & General Structures	Design	\$ 10,000	30	\$ 10,000	Yes	Yes	Yes - Moved from New Project to Existing Project List	3/25/2023	\$ 16,465	\$ 26,465
Professional Architectural Services for Rehabilitation of Two PVWC Buildings in the Great Falls National Park	Developing bidding documents and bidding assistance	Plant & General Structures	Project Management	\$ -	50	\$ -	Yes	Yes	No	5/27/2023	\$ 21,220	\$ 21,220

Exhibit C

PASSAIC VALLEY WATER COMMISSION
 2023-2024 BONDING FOR NEW CONTRACTS
 UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 76,429,697	Anticipated Useful Life	\$ 31,509,697	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/ Resolution No. 23-111
				Total 2023-2028		2023-2024		
PVWC Residuals Handling Upgrade	Construction of a new thickener tanks and pumping station for handling water treatment residuals.	Production & Pumping	Construction	\$ 27,500,000	50	\$ 9,166,667	Yes	Yes
Water Main Replacement - Main System	Misc Projects - Main System, Replacement of about 10,000 LF and T&M for Special Projects	Transmission & Distribution Mains	Construction	\$ 14,750,000	100	\$ 3,250,000	Yes	Yes
HVAC and Roof Replacement at PVWC Clifton Facility for Distribution / Customer Service Building	PVWC may receive partial funding under the PSE&G Energy Efficiency Program.	Plant & General Structures	Construction	\$ 2,972,697	30	\$ 2,972,697	Yes	Yes - Modified Project Ni
Engineering Services for Construction Administration and Construction Management for New Residuals Handling Facility at PVWC's Little Falls Water Treatment Plant	Perform construction administration and management services for the construction of the new residuals handling facility and demolition of the existing facility.	Production & Pumping	Project Management	\$ 5,000,000	50	\$ 1,683,333	Yes	Yes
UPS Upgrade Solution at the Plant	Install a more robust UPS solution for many data closets and RTUs. Remove small isolated UPS units and replace them with central UPS units, streamlining maintenance and generator power	Instrumentation, Controls & Information Technology	Construction	\$ 1,250,000	20	\$ 1,250,000	Yes	Yes
Procure and implement permanent replacement for HTE/Navline system	CCE scaled from CMMS: 25% x CMMS roughly	Administration	Construction	\$ 1,500,000	10	\$ 1,000,000	Yes	Yes
Auditorium/Purification Stair Enclosure	Rehab of Outside Staircase, HVAC, Lighting	Plant & General Structures	Construction	\$ 1,192,000	30	\$ 1,192,000	Yes	Yes
Replacement of Lamella Panels in Clarifiers	Replacement of Lamella Panels and structural supports in ActiFlo Clarification System.	Production & Pumping	Construction	\$ 1,000,000	20	\$ 1,000,000	Yes	Yes
LFWTP Pump Replacement Program	Work will include rebuilding or replacing MCC and Transfer Pumps which have been underperforming. Substantial completion by May 15, 2024.	Production & Pumping	Construction	\$ 4,000,000	30	\$ 800,000	Yes	Yes - Modified Project Ni
Professional Services for Building MEP (Mechanical, Electrical, Plumbing) and Fire Protection Systems and Main Pump Station Operations Support	<> Design HVAC Upgrades for various facilities at the LFWTP - Capital <> Oversee HVAC Upgrades at the Clifton Distribution / Customer Service Building - Capital <> Design HVAC Upgrades at the Clifton Administration Building - Capital <> Assist PVWC with supporting the Main Pump Station operations during planned outages and emergencies - O&M <> Continue to oversee the ongoing Emergency Generator contract, design electrical upgrades at LFWTP and provide contract support for the Residuals Upgrade and New Pump Station projects - Capital	Plant & General Structures	Design	\$ 800,000	30	\$ 800,000	Yes	Yes - Modified Project Ni
Roof Rehabilitation at Various PVWC Facilities at the LFWTP and Remote Sites	Roof Replacement and misc architectural work at various locations within the LFWTP & Clifton. 3 projects: LFWTP, Clifton Admin, Clifton Distr. [orig 22-B-18]	Plant & General Structures	Construction	\$ 2,970,000	20	\$ 750,000	Yes	Yes - Modified Project Ni
Hardware (HCI) for Plant SCADA	To replace traditional servers currently in use. Matching HCI Solution, that is used on all other networks.	Instrumentation, Controls & Information Technology	Procurement	\$ 1,050,000	20	\$ 750,000	Yes	Yes
Hardware (HCI) for Remote SCADA	To replace traditional servers currently in use. Matching HCI Solution, that is used on all other networks.	Instrumentation, Controls & Information Technology	Procurement	\$ 750,000	20	\$ 750,000	Yes	Yes
Professional Services for the Upgrade of Filters, Clarifiers and Tube Settlers at the LFWTP	<> Design filter valves and I&C replacement in the Filter Building <> Design Clairifier and Tube Settler upgrades	Production & Pumping	Design	\$ 600,000	30	\$ 600,000	Yes	Yes - Modified Project Ni
Furnish and install Replacement Filter Media at the	Replacement of lost filter media in filter bays from overexpansion of filter	Production & Pumping	Construction	\$ 550,000	10	\$ 550,000	Yes	Yes - Moved from Existi

PASSAIC VALLEY WATER COMMISSION
 2023-2024 BONDING FOR NEW CONTRACTS
 UPDATED AS OF NOVEMBER 22, 2023

Project	Description	Budget Category	Project Category for Capital Only	\$ 76,429,697	Anticipated Useful Life	\$ 31,509,697	Project Listed in 11/29/23 Resolution	Project Listed in 7/26/23 Resolution No. 23-111
				Total 2023-2028		2023-2024		
Replacement of Ball Valves and Actuators on Discharge of Wanaque and Verona Pumps at the Main Pump Station	Replacement of seven (7) valves and actuators in the MPS. Assume one replacement per month, work force of 5 at double time, base pay per employee \$300/hour includes equipment, OH&P, add \$2500 for mob/demob per valve,18 hours per day per valve	Production & Pumping	Construction	\$ 1,000,000	30	\$ 500,000	Yes	Yes - Modified Project No. 23-111
Document Management Solution	File Bank, Sharing and OCR - Installation and configuration of infrastructure required to establish a document management solution for PVWC Departments	Instrumentation, Controls & Information Technology	Construction	\$ 500,000	50	\$ 500,000	Yes	Yes
Concrete Restoration within Paterson and Prospect Park	Perform concrete restoration following routine maintenance and emergency repairs performed by PVWC Operations.	Distribution, Annual	Construction	\$ 800,000	10	\$ 400,000	Yes	No
Concrete Restoration within Clifton, Passaic, Lodi, North Arlington and West Milford	Perform concrete restoration following routine maintenance and emergency repairs performed by PVWC Operations.	Distribution, Annual	Construction	\$ 800,000	10	\$ 400,000	Yes	No
Needs Assessment for Finance Department to Procure and Implement a Financial Management Software - replace HTE/Naviline		Administration	Planning	\$ 315,000	10	\$ 315,000	Yes	Yes
Vehicle Outfitting for Fleet Vehicles	Outfit vehicles with antennas, PSUs for enhanced mobile access	Material Procurement	Procurement	\$ 750,000	10	\$ 250,000	Yes	Yes - Moved from Existing Project to New Project I
Implement parallel system to mitigate catastrophic failure of A5400 pending permanent replacement		Administration	Construction	\$ 250,000	10	\$ 250,000	Yes	Yes
Miscellaneous Inspections and Other Regulatory Compliance Issues for PVWC's Reservoir Dams	Perform dam inspections, update emergency action plans, design repairs based on inspection reports.	Storage Protection	Design	\$ 200,000	50	\$ 200,000	Yes	Yes
Professional Architectural Services for PVWC's Facilities - Roof Replacement, Boiler House Stabilization and Concrete Repairs at the Main Pump Station Building	Architectural services at PVWC's facilities including roof replacement, boiler house stabilization and floor slab and concrete repairs at the Main PS	Plant & General Structures	Design	\$ 150,000	50	\$ 150,000	Yes	Yes - Modified Project No. 23-111
Procure three (3) GMC Sierra 1500 Double Cab for Engineering Department	For three new Public Works Inspectors to be added to the Inspection Group	Vehicles	Procurement	\$ 180,000	10	\$ 180,000	Yes	No
Cargo Vans	Procure three (3) cargo vans	Vehicles	Procurement	\$ 150,000	10	\$ 150,000	Yes	Yes
Security Enhancements at Various PVWC Facilities	Install enhancements to physical security at various PVWC facilities including lighting and cameras at various facilities.	Plant & General Structures	Construction	\$ 600,000	30	\$ 100,000	Yes	Yes
Structural Engineering Services for Large Projects at the LFWTP	Provide structural engineering support services for large projects at the LFWTP.	Plant & General Structures	Design	\$ 100,000	50	\$ 100,000	Yes	Yes - Modified Project No. 23-111
Professional Architectural Services for PVWC's Clifton Facility	Perform modification of floor plan layout of PVWC's office space.	Plant & General Structures	Design	\$ 100,000	50	\$ 100,000	Yes	Yes - Modified Project No. 23-111
Pickups	Procure two (2) pickups	Vehicles	Procurement	\$ 100,000	10	\$ 100,000	Yes	Yes
Professional Engineering Services for Filtration System Problems, Filter Assessments, and Related Matters	Evaluate filter operations and determine improvements to be made to optimize filtration operations.	Production & Pumping	Design	\$ 80,000	30	\$ 80,000	Yes	Yes
Procure two (2) Ford Escapes	Replace Truck 34 & Truck 39	Vehicles	Procurement	\$ 80,000	10	\$ 80,000	Yes	No
Procure two (2) Ford Escapes	Replace Truck 48 & Truck 111	Vehicles	Procurement	\$ 80,000	10	\$ 80,000	Yes	No
Procure one (1) GMC Sierra 1500 Double Cab for Distribution Department	Replace CJ Mills truck	Vehicles	Procurement	\$ 60,000	10	\$ 60,000	Yes	No

RESOLUTION: 23-171

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: November 29, 2023

Introduced by Commissioner: **RIGO SANCHEZ**

Seconded by Commissioner: **JOSEPH KOLODZIEJ**

WHEREAS, PVWC is mandated to submit to the New Jersey Department of Environmental Protection (NJDEP) water quality results for lead samples taken from 100 customers every 6 months (200 per year).

WHEREAS, Participation in this lead sampling program is voluntary by the customers which can lead to problems meeting the mandated number of samples.

WHEREAS, PVWC is continually replacing customer lead service lines either with contractors or in-house crews which depletes the sampling pool.

WHEREAS New federal regulations require a change in sampling starting 2024 increasing the complexity in gathering samples due the number of sampling bottles increasing from one (1) to five (5) that the customer will need to collect.

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

PVWC Administration is authorized to initiate an incentive program for to encourage customer participation in the lead sampling program as follows:

- 1) Participation in gathering the requisite number and volume of lead water quality samples in two consecutive compliance periods (12 consecutive months): \$25 gift card;

- 2) Participation in gathering the requisite number and volume of lead water quality samples in three consecutive compliance periods (18 consecutive months): \$50 gift card;
- 3) Participation in gathering the requisite number and volume of lead water quality samples in four consecutive compliance periods (24 consecutive months): \$75 gift card.

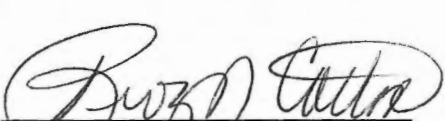
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President
GERALD FRIEND

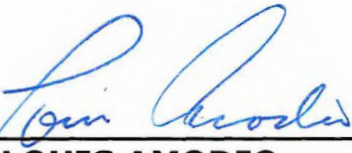


Secretary
RUBY N. COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 29, 2023.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 23-172
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: November 29, 2023

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RUBY COTTON**

WHEREAS, the Passaic Valley Water Commission ("PVWC") is responsible for providing health insurance benefits for its approximately 230 employees; and

WHEREAS, PVWC is conscious of rising health care costs and seeks to reduce the cost of health insurance benefits for its employees; and

WHEREAS, PVWC is contractually bound to provide "equal to or better" health insurance benefits; and

WHEREAS, in light of various complaints regarding staff experience with the third-party administrator who is using the CIGNA network, PVWC solicited feedback company-wide in the form of a survey to document members experiences;

Whereas, the survey results were factored in to the evaluation of cost projections for 2024 comparing the cost-effectiveness of Horizon and IAA as well as benchmarking the 2024 costs against 2024 published rates for State health benefits;

Whereas, in consultation with PVWC's broker of record, Fairview Insurance, PVWC has determined that health insurance provided by Horizon will result in better medical service for staff for an expected increased cost of 9.8% see **Exhibit A**; and

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

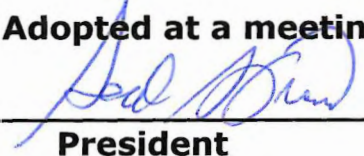
1. That the Commissioners hereby resolve to use Horizon as the health insurance provider for PVWC employees, effective February 1, 2024.

2. That appropriate officials and employees of the PVWC be and are hereby directed to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution as set forth hereinabove.

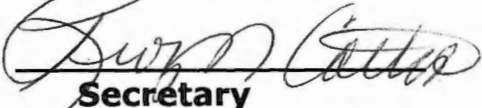
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
FRIEND, G.	<u>X</u>	_____	_____	_____
DePADUA, C.	_____	_____	_____	<u>X</u>
LEVINE, J.	_____	_____	<u>X</u>	_____
SANCHEZ, R.	<u>X</u>	_____	_____	_____
VAN RENSALIER, R.	<u>X</u>	_____	_____	_____
COTTON, R.	<u>X</u>	_____	_____	_____
KOLODZIEJ, J.	<u>X</u>	_____	_____	_____

Adopted at a meeting of Passaic Valley Water Commission.



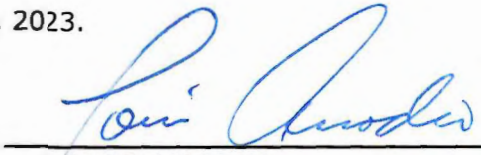
President
GERALD FRIEND



Secretary
RUBY N. COTTON

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

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 NOVEMBER 29, 2023.



LOUIS AMODIO
Administrative Secretary