

**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**

**CONTRACT FOR  
BACKFLOW PREVENTION DEVICES  
INSPECTION AND REPAIR SERVICES**

THIS AGREEMENT is entered into as of the 13th day of February, 2025 by and between:

**THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and

**VIRTU WATER METER SERVICES, INC.**, (hereinafter referred to as the "CONTRACTOR") with principal offices located at 4 Beaver Brook Road, P.M.B. 148, Lincoln Park, New Jersey 07035.

**WITNESSETH:**

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise, and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors, and assigns, as follows:

**ARTICLE I**

**SCOPE OF WORK**

The CONTRACTOR shall perform quarterly inspection and needed repairs to the Backflow Prevention Devices of the RVRSA, and if any device requires repairs, repairs work will be at an hourly regular rate of \$195.00 during normal business hours (Monday – Friday, 8AM – 4PM) plus the cost of the repair parts/materials. Should off-hours repairs be required, the off-hours rate is \$387.50 per hour plus the cost of the repair parts/materials. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority.

**ARTICLE II**

**CONTRACT TERM**

Section 2.1 Contract Term. **The Contract Time shall be February 13, 2025 to February 12, 2026.** CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

## ARTICLE III

### GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State, and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed, or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

## ARTICLE IV

### INSURANCE

#### Section 4.1 Insurance

CONTRACTOR shall, at its sole cost, obtain and maintain in force for the

duration of this Agreement any and all insurance with limits as requested by the AUTHORITY in the Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUHTORITY prior to the commencement of the work.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$1,000,000 of such insurance, and that the provisions dictated above are in force.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

## ARTICLE V

### THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, in accordance with the Proposal, dated 1/17/25, attached hereto and made a part of, and subject to additions and deductions as provided in the Contract Documents **in an amount not to exceed \$14,000.00.**

## ARTICLE VI

### GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY or the AUTHORITY'S ENGINEER disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

## **ARTICLE VII**

### **TERMINATION/BREACH OF CONTRACT**

Section 7.1 **AUTHORITY Rights.** This contract may be terminated with or without cause by either party upon seven (7) days written notice.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 8.1 **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 8.2 **Oral Agreements/Modifications.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers, or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the **AUTHORITY** and **CONTRACTOR** after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 8.3 **Severability.** In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the **AUTHORITY** and the **CONTRACTOR** shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 8.4 **Merger Clause.** The Contract Documents constitute the entire agreement and understanding of the **AUTHORITY** and the **CONTRACTOR** with respect to the bidding, services, and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations, and warranties, whether oral or written, relating to such matters.

Section 8.5 **Notices.** All notices, consents, approvals, or communications required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier, or telecopy, as follows:

**To the CONTRACTOR:**

Ian Ashenden  
Virtu Water Meter Services, Inc.  
4 Beaver Brook Road,  
P.M.B. 148  
Lincoln Park, New Jersey 07035  
Phone: (973) 628-8260

**To the AUTHORITY:**

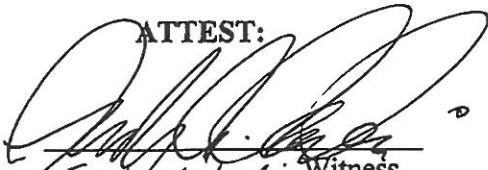
JoAnn Mondsini, Executive Director  
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY  
R.D. #1, 99 Greenbank Road,  
Boonton, New Jersey 07005-9602  
PH: (973) 263-8319  
FAX: (973) 263-9068

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 8.6 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed, and enforced under and in accordance with the laws of the State of New Jersey.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST:


  
Frank Galardi, Witness

VIRTU WATER METER SERVICES, INC.

By:

  
Ian Ashenden

ATTEST:

  
Catherine Kopic, Witness

ROCKAWAY VALLEY REGIONAL  
SEWERAGE AUTHORITY

By:

  
JoAnn Mondsini, Executive Director



## EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

(a) During the performance of this contract, the contractor agrees as follows:

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, 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 provisions of this nondiscrimination clause,

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that an 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.

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

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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate

recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and 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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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.

In conforming with the targeted 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, race, 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.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract.

**VIRTU WATER METER SERVICES, INC.****Estimate**

**4 Beaverbrook Road  
P.M.B. 148  
Lincoln Park, New Jersey 07035  
(973) 628-8260**

| Date      | Estimate # |
|-----------|------------|
| 1/17/2025 | 2565       |

| Name / Address  |
|---|
| ROCKAWAY VALLEY REGIONAL SEWERAGE AUTH.<br>99 GREENBANK ROAD<br>BOONTON, NJ 07005 |

| Ship To |
|---------|
|         |

|   |   | Project                 |          |
|---|---|-------------------------|----------|
| Description   |   | Qty                     | Total    |
| This proposal is for testing the performance of the following backflow prevention devices:  |   |                         |          |
| 10" Hersey CM Backflow Preventer, located in the PT Bldg.**   | 4 | 300.00                  | 1,200.00 |
| 10" Ames 400SS Backflow Preventer, Main water line.   | 4 | 150.00                  | 600.00   |
| 2" Watts 909 Backflow Preventer, located in the PT Bldg. Old Bathroom.  | 4 | 150.00                  | 600.00   |
| 4" Hersey CM Backflow Preventer, located in the Control Bldg.   | 4 | 150.00                  | 600.00   |
| 1" Watts Backflow Preventer, located in the Control Bldg.   | 4 | 150.00                  | 600.00   |
| 1 1/2" Wilkins Zurn Backflow Preventer, located in the Filter Bldg.   | 4 | 150.00                  | 600.00   |
| 2" Backflow Preventer, located in the Chemical Bldg. Pump Blower Room.  | 4 | 150.00                  | 600.00   |
| 1" Hersey Beeco Backflow Preventer, located in the Chemical Bldg.   | 4 | 150.00                  | 600.00   |
| 2" Apollo/Conbraco Backflow Preventer, located in the Process Bldg.   | 4 | 150.00                  | 600.00   |
| 2" Apollo/Conbraco Backflow Preventer, located in the Process Bldg.   | 4 | 150.00                  | 600.00   |
| Portable 1 1/2" Wilkins Zurn Backflow Preventer.  | 4 | 150.00                  | 600.00   |
| Portable 1 1/2" Wilkins Zurn Backflow Preventer.  | 4 | 150.00                  | 600.00   |
| Portable 2" Wilkins Zurn Backflow Preventer.  | 4 | 150.00                  | 600.00   |
| 2" Watts 009 Backflow Preventer, located in the Monroe Pump Station.  | 4 | 150.00                  | 600.00   |
| Should any device require repairs our hourly labor rate is \$195.00 per hour during normal business hours (Monday - Friday, 8:00AM - 4:00 PM) plus the cost of the repair parts/materials.  | 1 | 195.00                  | 195.00   |
| Should off-hours repairs be required our off-hours rate is \$387.50 per hour during off-hours plus the cost of the repair parts/materials.  | 1 | 387.50                  | 387.50   |
| Please note that this price is for performing the quarterly backflow testing for the 2025 year. Prices includes quarterly online submittal of reports to the NJDEP. Prices do not include any fees associated with permit renewals or submitting the test reports to other online resources, such as BSI Online or CleanWaterProtection.com, which typically charge a fee per report submittal. |   |                         |          |
| In order to test the performance of the above-mentioned devices the water service would be shut-off at the device for approximately 10-15 minutes.<br>If possible, the three portable devices would be hooked up to a temporary water source for the test or removed and taken off-site for testing.  |   |                         |          |
|   |   | <b>Subtotal</b>         |          |
|   |   | <b>Sales Tax (0.0%)</b> |          |
|   |   | <b>Total</b>            |          |



# VIRTU WATER METER SERVICES, INC.

## Estimate

4 Beaverbrook Road  
P.M.B. 148  
Lincoln Park, New Jersey 07035  
(973) 628-8260

| Date      | Estimate # |
|-----------|------------|
| 1/17/2025 | 2565       |

### Name / Address

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTH.  
99 GREENBANK ROAD  
BOONTON, NJ 07005

### Ship To

### Project

| Description  | Qty | Rate | Total |
|--|-----|------|-------|
| <p><b>**Please note that the 10" Main Backflow Preventer is to be tested after 5:00 PM, but all other prices are for work performed during normal business hours.</b></p> <p><b>Terms &amp; Conditions:</b><br/>Calibration/test reports will only be provided to Purchaser/Customer upon full payment of invoice for services performed has been received by Virtu Water Meter Services, Inc.</p> <p>Please be advised that while we take great care in ensuring the proper operation of valves, we cannot guarantee their performance in all conditions. In the event that the valves fail to hold, we accept no responsibility for any water leakage or damage that may occur as a result. Additionally, we will not be liable for any associated clean-up or repair costs. It is recommended that you regularly inspect the valves and maintain them as necessary to prevent potential issues. Virtu Water Meter Services, Inc. does not take any responsibility should any apparatus, such as an un-serviced Backflow preventer or pressure reducing valve, be affected in any way by the above-mentioned service.</p> <p>Virtu Water Meter Services, Inc. reserves the right to refuse operation of any valves or other appurtenances, should such device appear to be in non-working or a deteriorated condition. As such, should any device require servicing after the above-mentioned services, additional charges would be assessed based on the amount of service time and repair parts used.</p> <p>Virtu Water Meter Services, Inc. cannot be held responsible and the Purchaser/Customer agrees to hold harmless Virtu Water Meter Services, Inc. for damage to existing devices or utilities not located by the property owner and notified to Virtu Water Meter Services, Inc.</p> <p>Purchaser/Customer must advise Virtu Water Meter Services, Inc. of their minimum Insurance requirements prior to commencement of work. Should Virtu Water Meter Services, Inc. not meet the minimum insurance requirements and agreed upon services have been completed, the Purchaser/Customer would be responsible for any costs associated with increasing Virtu Water</p> |     |      |       |
| <b>Subtotal</b>  |     |      |       |
| <b>Sales Tax (0.0%)</b>  |     |      |       |
| <b>Total</b>   |     |      |       |

**VIRTU WATER METER SERVICES, INC.**

4 Beaverbrook Road  
P.M.B. 148  
Lincoln Park, New Jersey 07035  
(973) 628-8260

**Estimate**

| Date      | Estimate # |
|-----------|------------|
| 1/17/2025 | 2565       |

| Name / Address  |
|---|
| ROCKAWAY VALLEY REGIONAL SEWERAGE AUTH.<br>99 GREENBANK ROAD<br>BOONTON, NJ 07005 |

| Ship To |
|---------|
|         |

|  |  | Project                 |            |
|--|--|-------------------------|------------|
| Description  |  | Qty                     | Total      |
| <p>Meter Services, Inc. insurance policy up to the Purchaser's minimum insurance requirements.</p> <p>Purchaser/Customer must also advise Virtu Water Meter Services, Inc. of any additional management/vendor fees prior to commencement of work. Purchaser/Customer is responsible for any vendor compliance fees incurred by Virtu Water Meter Services, Inc. in addition to an administration fee for registering with such vendor compliance programs.</p> <p>In the event Purchaser breaches the terms of this Contract and Virtu Water Meter Services, Inc. must instate collection proceedings for any unpaid balance due and owed under this, purchaser agrees to be responsible for all collection costs, including but not limited to, Collection Agency Fees, Court Costs, and Attorney's Fees. Virtu Water Meter Services, Inc. retains the right to file a lien on your property if your invoice is not paid in full at completion of the work.</p> <p>This agreement gives Virtu Water Meter Services, Inc. the authorization to remove or repossess any materials purchased and/or installed by Virtu Water Meter Services, Inc. if payment is not made as agreed upon in this contract.</p> <p>Prices valid for 30 days.</p> <p>Upon acceptance/signing of this proposal Buyer agrees to all of the Terms and Conditions stated above.</p> <p>Unless otherwise stated; this price is for work performed during normal business hours; Monday - Friday, 8:00AM - 4:00 PM.</p> <p>Thank you and should you have any questions or concerns please do not hesitate to call.</p> |  |                         |            |
|  |  | <b>Subtotal</b>         | \$9,582.50 |
|  |  | <b>Sales Tax (0.0%)</b> | \$0.00     |
|  |  | <b>Total</b>            | \$9,582.50 |

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT FOR  
QUARTERLY BACK FLOW DEVICES INSPECTION AND REPAIR  
SERVICES**

WHEREAS, the Rockaway Valley Regional Sewerage Authority (the "Authority") requires quarterly inspection service to its Back Flow Devices; and

WHEREAS, the Authority has found it necessary to contract with an outside vendor to provide these services; and

WHEREAS, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq., when the cost or price of any contract awarded by the contracting unit does not exceed the bid threshold, the contract may be awarded by the contracting unit without public advertisement for bids; and

WHEREAS, as set forth in the Quotation Record Form dated January 17, 2025 attached hereto and made a part hereof, at least two competitive quotations were sought for the performance of quarterly Back Flow Devices inspection and repair services and in response the Authority received the lowest proposal from Virtu Water Meter Services, Inc., attached herein, having a business office at 4 Beaver Brook Road, P.M.B. 148, Lincoln Park, New Jersey, for quarterly inspection in an amount not to exceed \$9,000.00 and repair services not to exceed \$5,000.00 to be billed at the following rates of \$195.00 per hour straight time, \$387.50 per hour overtime Saturday's, Sunday's and Holiday's for a total contract amount of \$14,000.00; and

WHEREAS, funds are available for this purpose at line item 01-506-040

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. That the Executive Director is hereby authorized to execute an Annual Quarterly Back Flow Devices Inspection Agreement between Virtu Water Meter Services, Inc., having a business office at 4 Beaver Brook Road, P.M.B. 148, Lincoln Park, New Jersey and the Rockaway Valley Regional Sewerage Authority, in the not to exceed amount of \$14,000.00.
2. This Resolution shall take effect as provided by law.

**CERTIFICATION**

I do hereby certify that this Resolution was adopted at a regular scheduled meeting of the Rockaway Valley Regional Sewerage Authority held on February 13, 2025.

On motion of Commissioner Isselin      Seconded by Commissioner Andes

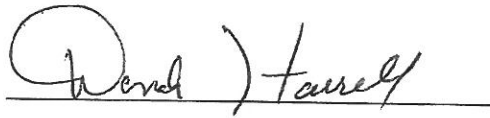
And a Roll Call Vote as follows:

Yeas: (7) Andes, Cegelka, Farrell, Howarth, Isselin, Schorno and Sheehy.

Nays: (0) None

Abstain: (0) None

Absent: (3) Corbett, Lavery, and Zuppa.

A handwritten signature in cursive script, appearing to read "Donald Farrell", is written over a horizontal line.

Donald Farrell  
Board Secretary



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VIRTU WATER METER SERVICES, INC.

**Trade Name:**

**Address:** 119 DE HART STREET  
LINCOLN PARK, NJ 07035-1030

**Certificate Number:** 0080741

**Effective Date:** May 30, 1991

**Date of Issuance:** February 18, 2025

**For Office Use Only:**

20250218111701632

[Return](#)

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|  |  |  |
|--|--|--|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Virtu Water Meter Services, Inc.</b>  |  |
|  | <b>2</b> Business name/disregarded entity name, if different from above.   |  |
|  | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .<br>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|  | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>  |  |
|  | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>4 Beaverbrook Road., PMB 148</b><br><b>6</b> City, state, and ZIP code<br><b>Lincoln Park, New Jersey 07035</b><br><b>7</b> Last account number(s) here (optional)   | <b>Requester's name and address (optional)</b>   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

|                                       |   |   |   |   |   |   |   |   |   |  |
|---------------------------------------|---|---|---|---|---|---|---|---|---|--|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |  |
|                                       |   |   |   | - |   |   |   | - |   |  |
| or                                    |   |   |   |   |   |   |   |   |   |  |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |  |
| 2                                     | 2 | - | 3 | 1 | 7 | 7 | 2 | 7 | 5 |  |

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |  |                        |
|------------------|--|------------------------|
| <b>Sign Here</b> | Signature of U.S. person  | Date <u>02/18/2025</u> |
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they