



PASSAIC VALLEY WATER COMMISSION

RESOLUTION #25-EXE-12

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

DATE OF ADOPTION: DECEMBER 17, 2025

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

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

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

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

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

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

Second by COMMISSIONER: RON VAN RENSALIER Time: 10:42 a.m.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
GERALD FRIEND


Secretary
RUBY N. COTTON

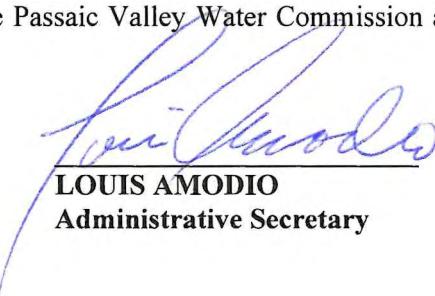
This Resolution, when adopted, must remain in the custody of the Administrative Secretary.



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 DECEMBER 17, 2025.



A handwritten signature in blue ink, appearing to read "Louis Amodio".

LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 25-176

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING PARTICIPATION IN WATER
RESEARCH FOUNDATION (WRF) PROGRAM FOR 2026**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has agreed to continue participating in the Water Research Foundation Program for the one (1) year period ending December 31, 2026, Member MB00458980 (the "WRF Program"); and

WHEREAS, the WRF Program enables the Water Research Foundation to address relevant issues, challenges, and opportunities with a targeted, sustained research effort to collaboratively and directly apply the research effort to challenges that PVWC currently faces, and to clarify and address those issues in a manner that directly benefits PVWC while also strengthening the overall research effort; and

WHEREAS, in recognition of the above, PVWC hereby agrees to make a monetary contribution to the WRF Program in the total amount of \$49,012.00; with the said contribution made directly by PVWC to WRF; and

WHEREAS, a copy of Invoice #000166 from WRF of Denver, Colorado dated January 1, 2026, is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, PVWC has participated in the WRF Program since 1998 and it is in the best interest of PVWC, its customers and constituent municipalities for PVWC to continue to participate in the above-referenced WRF Program at this time; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that notice, with respect to professional services awarded without competitive bids, must be publicly advertised; and

WHEREAS, the services to be rendered pursuant hereto constitute professional 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 participation in the WRF Program for the one (1) year period, with PVWC's monetary contribution in accordance with WRF's invoice attached hereto, is hereby authorized and approved; and
2. That officers, employees and officials of PVWC are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution; and
3. That this matter shall be advertised as required by New Jersey law, in accordance with an appropriate form of notice, and a copy of this Resolution shall be placed on file and made available for public inspection at the office of the Administrative Secretary of Passaic Valley Water Commission.

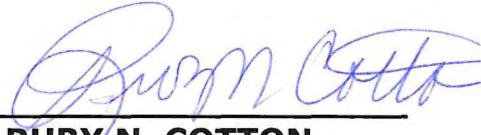
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

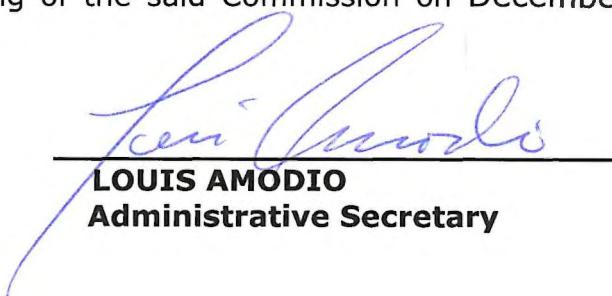


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A



The Water Research Foundation
6666 W Quincy Ave
Denver CO 80235
United States

Julie Minton
jminton@waterrf.org

Subscriber Passaic Valley Water Commission 1525 Main Ave Clifton NJ 07011-2139	Date 01/01/2026
	Foundation Tax ID 13-6211384
	Subscriber # MB00458980

Invoice No.	Description	Total Commitment
000166	Utility Subscription	\$49,012.00 (USD)
	01/01/2026 - 12/31/2026	

Paying by credit card or ACH? If you plan to pay by credit card or ACH (Automated Clearing House) you will need to let us know as soon as possible by replying to subscription@waterrf.org. A payment link listed on the invoice will then be sent to your billing contact so your subscription can be activated.

For questions about your statement, please contact Julie Minton at jminton@waterrf.org

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: "Participation in the Water Research Foundation (WRF) Program for 2026"
The Water Research Foundation

Amount of Project or Contract: \$49,012.00

1. Acct: #- 001-0901-419-70-33
BUDGET – MEMBERSHIP AFFILIATIONS
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025/2026

Date of Certification: December 17, 2025

Certified: \$49,012.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-177

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 26-V-07 ENTITLED
"FURNISH AND DELIVER LIQUID SODIUM HYDROXIDE"**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, on December 9, 2025, five (5) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 26-V-07 entitled "Furnish and Deliver Liquid Sodium Hydroxide"; and

WHEREAS, the lowest responsible, responsive bid submitted for this contract was that of Brenntag Northeast LLC of Reading, Pennsylvania, (the "Awardee") with respect to said bid, in the amount of \$1.8599 per gallon for a total quantity of 1,300,000 gallons and a total bid price of \$2,417,870.00 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

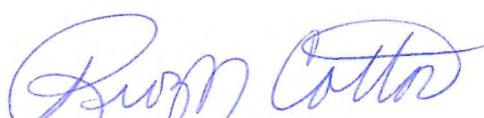
2. That an appropriate official of PVWC, on behalf of PVWC, is hereby authorized and directed to execute the Contract hereby awarded to the Awardee and the Secretary of PVWC to attest to the Contract and such other officers, employees and officials of PVWC are hereby authorized to perform such acts and 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
COTTON, R.	<u>X</u>	—	—	
DEPADUA, C.	—	—	—	<u>X</u>
FRIEND, G.	<u>X</u>	—	—	—
LEVINE, J.	<u>X</u>	—	—	—
RIZZI, D.	<u>X</u>	—	—	—
VAN RENSALIER, R.	<u>X</u>	—	—	
SANCHEZ, R.	—	—	—	<u>X</u>

Adopted at a meeting of Passaic Valley Water Commission.


GERALD FRIEND
President Pro-Tem


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.

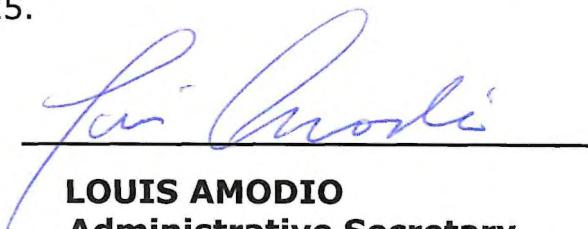

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: Furnish and Deliver Sodium Hydroxide

Contract # 26-V-07

Bid Tabulation Evaluation

Bid Opening Date: December 9, 2025 @ 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Brenntag Northeast LLC 81 W. Huller Lane Reading, PA 19605	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed \$20K	\$2,417,870.00 \$1.8599 per gallon	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Univar Solutions USA, LLC 68 Shelbourne Road Richboro, PA 18954	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed 20K	\$2,638,090.00 \$2.0293 per gallon	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Kuehne Company 86 N Hackensack Avenue Kearny, NJ 07032	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed \$20K	\$2,645,630.00 \$2.0351 per gallon	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
JCI Jones Chemicals, Inc. 103 River Street Warwick, NY 10990	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed 20K	\$3,315,000.00 \$2.55 per gallon	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Penccco P.O. Box 600 San Felipe, Texas 77473	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20K	"No Bid" Letter	Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed 20K		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed 20K		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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 26-V-07
"Furnish and Deliver Liquid Sodium Hydroxide"
Brenntag

\$2,417,870.00 - Contract 26-V-07

1. Acct: # 001-1002-421-70-11
BUDGET/CHEMICALS
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025/2026

Other comments: One Year Commencing in December 2025

Date of Certification: December 17, 2025 Amount Certified: \$2,417,870.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-178

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD CONTRACT NO. 25-B-06 ENTITLED
"2025 GREAT NOTCH RESERVOIR DAM MAINTENANCE"**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, on December 4, 2025, three (3) bids were received by Passaic Valley Water Commission ("PVWC") for Contract No. 25-B-06 entitled "2025 Great Notch Reservoir Dam Maintenance"; 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 responsible, responsive bid submitted for this contract was that of Colonnelli Brothers, Inc., of Hackensack, New Jersey (the "Awardee") with respect to said bid, in the amount of \$339,209.00.00 for a period of 180 days; 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-

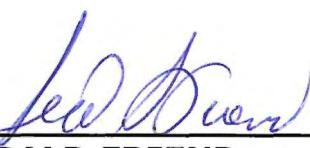
20.7, and in accordance with said Responses, as set forth hereinabove; and

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

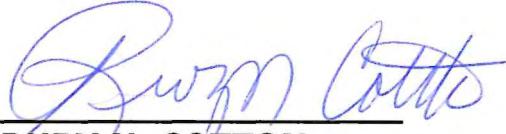
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

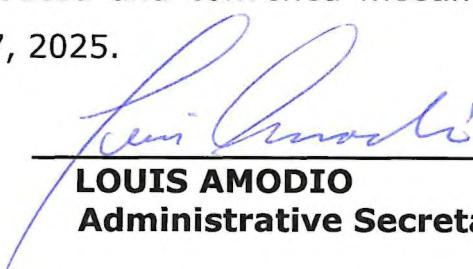


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Title: GREAT NOTCH RESERVOIR DAM MAINTENANCE WOODLAND PARK, NJ

Contract # 25-B-06

Bid Tabulation Evaluation

Bid Opening Date: December 4, 2025 @ 2:00 PM

BIDDERS	BID DEPOSIT	TOTAL AMOUNT OF CONTRACT	REMARKS
Colonnelli Brothers Inc. 409 S. River Street Hackensack, NJ 07601	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed \$20K	\$339,209.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
Spectraserv Inc. 75 Jacobus Avenue Kearny, NJ 07032	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed 20K	\$458,978.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
J. Fletcher Creamer & Son, Inc. 101 East Broadway Hackensack, NJ 07601	Certified Check Cashier's Check <input checked="" type="checkbox"/> Bid Bond 10% <input checked="" type="checkbox"/> Not to Exceed \$20K	\$465,688.00	<input checked="" type="checkbox"/> Business Registration Cert. <input checked="" type="checkbox"/> PVWC Consent of Surety <input checked="" type="checkbox"/> Other Consent of Surety <input checked="" type="checkbox"/> Public Works Cont. Cert. <input checked="" type="checkbox"/> EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed 20K		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed \$20K		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed 20K		Business Registration Cert. PVWC Consent of Surety Other Consent of Surety Public Works Cont. Cert. EEO
	Certified Check Cashier's Check Bid Bond 10% Not to Exceed 20K		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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Contract No.: 25-B-06
"2025 Great Notch Reservoir Dam Maintenance"
Connnelly Brothers, Inc.

\$339,209.00 - Contract 25-B-06

1. Acct: # 001-0901-419-95-27
CAPITAL/DAM REHABILITATION
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025/2026

Other comments: 180 Days Commencing in December 2025

Date of Certification: December 17, 2025 Amount Certified: \$339,209.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-179

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AWARD PROJECT NO. 26-PA-02 ENTITLED
"PROFESSIONAL SERVICES FOR PUBLIC AUDITOR"**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for professional services (or extraordinary unspecifiable Services) for Project No. 26-PA-02 entitled "Public Auditor" (hereinafter the "Project"), with said solicitation and procurement of responses (and evaluation of same) undertaken through a fair and open process, as defined in N.J.S.A. 19:44A-20.7 (hereinafter the "Fair and Open Process"); and

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

WHEREAS, following public advertisement as required by New Jersey law, in accordance with an appropriate form of notice, and placement of the said notice on the official website of PVWC, as well as in the official newspaper of PVWC and any other such publications as may have been deemed appropriate, PVWC has received a response to provide professional services (or extraordinary unspecifiable services) related to the Project from one (1) professional (or provider of extraordinary unspecifiable services) provider; and

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

WHEREAS, based on the said evaluation of the responses received, the firm of **Wielkotz & Company, LLC** of Pompton Lakes, New Jersey (the "Awardee") was determined to be the most professionally qualified and capable of performing the required services with respect to the Project and its response received December 4, 2025 (hereinafter the "Response"), with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$75,000.00 for services related to the Project, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

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

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

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

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

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

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

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

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

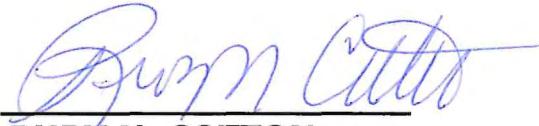
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem



RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



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 **Wielkotz & Company, LLC.**, a professional firm (hereinafter "PROFESSIONAL") having a place of business at **401 Wanaque Avenue, Pompton Lakes, New Jersey 07442**.

WHEREAS, PVWC desires professional services as applicable, to assist PVWC in its efforts related to **Project Number 26-PA-02** entitled "**Professional Services for Public Auditor**" (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 & 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 25, 2025, 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 \$75,000.00**.

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 / \$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 PROPOSAL.

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: _____
RIGO SANCHEZ
President

PASSAIC VALLEY WATER COMMISSION

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

SCHEDULES OF FEES AND/OR METHODS OF PROPOSED COMPENSATION

APPENDIX E

I. Total Projected Project Costs:

The Responder's rates and charges for the Project (utilizing the Schedule of Hourly Rates and Charges referenced in II below) which are deemed by PVWC as being applicable to the Project, will be used by PVWC in PVWC's evaluation. Reimbursement under this project will be on a Time-and-Materials Basis as ordered in writing by PVWC. Responder may be requested to submit a project specific proposal as projects related to this scope services are identified.

II. Schedule of Hourly Rates

A copy of the Responder's schedule of hourly rates and charges (the "Schedule of Hourly Rates and Charges") that will be utilized for the project and that will remain in effect for the duration of the Project shall be attached to this Appendix by the Responder. Reimbursement for Additional Services related to the Project, which are not included in the Scope of Work, and which are ordered in writing by PVWC, will be in accordance with the Schedule of Hourly Rates and Charges and shall be on a Time-and-Materials, Not to Exceed basis.

PASSAIC VALLEY WATER COMMISSION

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

PVWC'S ADDITIONAL TECHNICAL AND OTHER REQUIREMENTS

APPENDIX F

The Passaic Valley Water Commission (Commission or PVWC) owns, operates and maintains an extensive water system which enables the Commission to provide potable drinking water to an equivalent population of over 750,000. As a large public potable water purveyor, the Commission is committed to providing our customers with safe, high quality water and service. To achieve these goals, the Commission recognizes that assistance through the procurement of professional services provides a valuable service to the Commission.

Instructions regarding preparation and submissions of Proposals are set forth elsewhere in this Request for Proposals in the Section entitled "Instructions".

Scope of Services

- A. The primary goal of this Project is to provide assistance to the Commission, on an as-requested basis, for Professional Services for Public Auditor (the "Project").
- B. Enclosed as Appendix C of the "Instructions for Responding to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services)" is a sample contract entitled "Form of Agreement" which is similar to the contract the selected Professional will be expected to execute, sign and return to the Commission prior to starting the work. The schedule of rates and expenses referred to hereinabove shall be included as part of the Proposal. Professionals who would not be willing to sign and execute the Commission's "Form of Agreement", as written, are requested to clearly indicate specific reasons concerning their decision in writing and include same in the sealed package responding to the "Instructions for Responding to Requests for Proposals for Professional Services (or Extraordinary Unspecifiable Services)" and submitted to the Commission. Professionals are advised, however, that the Commission considers it's Agreement for Professional Services, and the terms and conditions included therein, as being non-negotiable and that requests for any substantive changes will most likely result in rejection of Professional's Proposal.

Supplementary Services

To assist the Commission, the Professional will, upon specific written authorization by the Commission, perform certain supplementary services related to the Project, which the Professional is qualified and willing to furnish, but which were not included in the original scope of work included herein, or which can be reasonably inferred therefrom. Such additional services shall be agreed-to in writing with suitable authorizations and provisions for compensation. No supplementary work shall commence, or be considered for reimbursement, without prior written authorization from the Executive Director, Director of Engineering, or the General Counsel of the Commission.

Qualifications Response Package and Proposal Submission Requirements

Requirements for submission of Responses shall be as set forth in the Section entitled "Instructions" in the Request for Proposals. Information pertaining to the evaluation and review of Responses shall be as set forth below.

The Commission reserves the right to reject any and all Responses to Requests for Professional Services (or Extraordinary Unspecifiable Services). If you decline to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services), a courtesy letter indicating the basis for your decision is requested. Your decision not to submit a Response to Request for Professional Services (or Extraordinary Unspecifiable Services) will not adversely affect your standing regarding possible future solicitations.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract:

Project 26-PA-02
“Professional Services for Public Auditor”
Wielkotz & Company, LLC

Project No. 26-PA-02
Not to Exceed \$75,000.00

1. Acct: # 001-0901-419-32-01
BUDGET/PROFESSIONAL SERVICES ACCOUNTING/AUDITING
2. Specific Appropriation to which expenditures will be charged:
BUDGET: 2025/2026

Other comments: Professional Services – One Year

Date of Certification: December 17, 2025 Certified: \$75,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-180

PASSAIC VALLEY WATER COMMISSION

RESOLUTION AWARDING PROJECT 26-PE-05 ENTITLED "PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR 2-YEAR FILTER VALVE REPLACEMENT CONTRACT & FILTRATION IMPROVEMENTS AT THE LFWTP"

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") has solicited for Extraordinary Unspecifiable Services ("EUSs") for Project No. 26-PE-05, "Perform Construction Management and Inspection Services for 2-Year Filter Valve Replacement Contract & Filtration Improvements at the LFWTP" (hereinafter the "Project"); and

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

WHEREAS, the firm of Mott MacDonald, LLC., of Iselin, New Jersey (the "Awardee") was determined to be professionally qualified and capable of performing the required services with respect to the Project, with reimbursement to be on a Take-and-Pay, Time-and-Materials basis, not to exceed \$800,000.00 over a period of two (2) years, as stipulated by the Commission in the Form of Agreement for Professional Services (the "Contract"); and

WHEREAS, said contract shall be used to perform project management and inspection services for the 2-year Filter Valve Replacement Contract & Filtration Rehabilitation at the LFWTP including Construction Contract Administration and Construction Management; and Resident Engineering services; and

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.


President Pro-Tem
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 December 17, 2025.

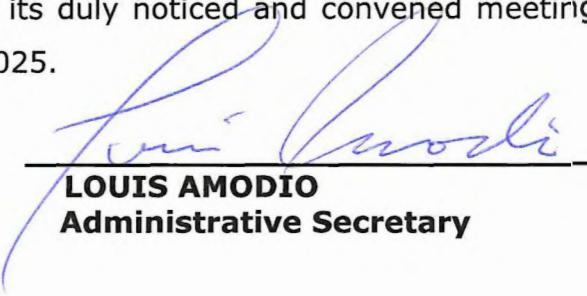

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project 25-PE-05
“Performing Inspection Services for 2-Year
Filter Valve Replacement Contract and
Actiflo Improvements at the LFWTP”
Mott MacDonald LLC

Project No. 25-PE-05
Not to Exceed \$800,000.00

1. Acct: # 001-0901-419-95-35
CAPITAL/TREATMENT PROCESS IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025/2026/2027

Other comments: Professional Services – Two Years

Date of Certification: December 17, 2025 Certified: \$800,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-181

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR PROJECT NO. 25-PT-02 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR PILOTING PFAS TREATMENT"

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

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

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to fund the additional piloting efforts that most likely will be required by the NJDEP to test GAC media at additional Empty Bed Contact Times and Actiflo CARB to evaluate optimal PFAS removal efficiencies while minimizing construction and operating costs associated with PFAS treatment with an increase of \$270,000.00 which brings the total adjusted Contract Price up to \$810,000.00; and

WHEREAS, the Chief Engineer has determined costs associated with the ongoing services to be reasonable and has recommended additional costs related thereto, be reasonable and has recommended additional costs related thereto, be approved as detailed in **Exhibit A**; and

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

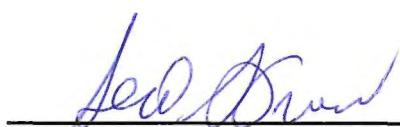
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

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

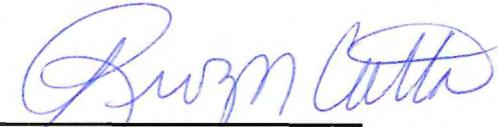
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



President Pro-Tem
GERLAD 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 December 17, 2025.

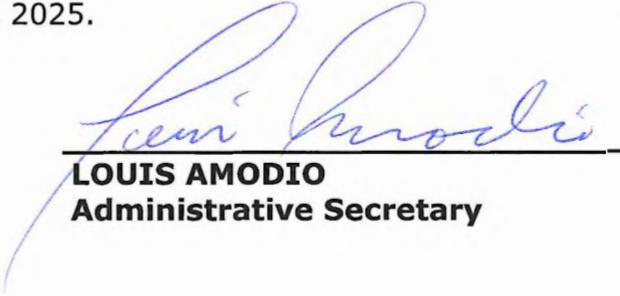

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

Wendy Simone
Passaic Valley Water Commission (PVWC)
800 Union Boulevard
Totowa, NJ 07512

December 4, 2025

RE: Project 25-PT-02 and Purchase Order 235145: Contingency Budget For Actiflo CARB Pilot Testing And Additional NJDEP Required PFAS Pilot Testing

PVWC requested a conservative budget estimate in case NJDEP requires additional GAC testing and for testing of Actiflo CARB. As described in previous letters from Cornwell to PVWC (Patrick Porcaro, November 20 and 21, 2025), the estimated budget for a 5-week trial of Actiflo CARB at the Little Falls Water Treatment Plant (LFWTP) is estimated at \$162,000. Also, a contingency budget was provided for additional GAC pilot studies for PFAS removal, if requested by NJDEP, estimated at \$525,000, of which \$108,000 is needed prior to April 15, 2026, and the remaining \$417,000 needed after April 15, 2026. Consequently, the following funding is a conservative estimate:

- Add-on to 25-PT-03 (PO 235145) = \$270,000
 - \$162,000 for Actiflo CARB testing in February
 - \$108,000 for additional GAC pilot studies (if requested by NJDEP)
- New project and PO after April 15, 2026 = \$417,000
 - For continuation of GAC pilot studies, if requested by NJDEP.

If NJDEP does not require additional pilot testing then the budget after April 15, 2026, to complete on-going work will be less than this amount. Also, if the Actiflo CARB pilot is successful and PVWC considers implementing it, an additional pilot may be needed in the fall based on preliminary NJDEP discussions. Please let me know if the above includes all the information you requested. Please contact me if you have any questions.

Sincerely,

Cornwell Engineering Group



Richard A. Brown, P.E.
Vice-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 a result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Project No.: 25-PT-02 – Change Order No. 1
“Professional Engineering Services for Piloting
PFAS Treatment”
Cornwell Engineering

Amount of Project or Contract:

Change Order No. 1 Increase of \$270,000.00
Change Order No. 1 Not to Exceed: \$810,000.00

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

Other comments: Change Order No. 1 – Increase of \$270,000.00
For a new Not to Exceed of \$810,000.00

Date of Certification: December 17, 2025 Amount Certified: \$810,000.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-182

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF THE
SERVICES OF TWO (2) VIRTUAL CHIEF INFORMATION
SECURITY OFFICERS UTILIZING THE NEW JERSEY
COOPERATIVE PURCHASING ALLIANCE,
CONTRACT NO. CK04, SUBCONTRACT NO. 24-38**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, the Commission's Information Technology Department (IT) is required to develop and implement a cybersecurity program for the PVWC in order to ensure the continuation of services to the public; and

WHEREAS, the PVWC seeks to procure the consulting services of two (2) Virtual Chief Information Security Officers to assist with PVWC's cybersecurity initiatives and regulatory compliance using the New Jersey Cooperative Purchasing Alliance (the "Co-op"), Contract CK04, Subcontract No. 24-38, as described in Quotation Number 26882499 in the amount of \$179,952.20, which is attached hereto as **Exhibit A**; and

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

WHEREAS, PVWC has elected to procure the above-referenced services from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$179,952.20, a copy of a memorandum dated December 5, 2025, from the Director of IT, which is attached hereto as **Exhibit B**; and

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

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

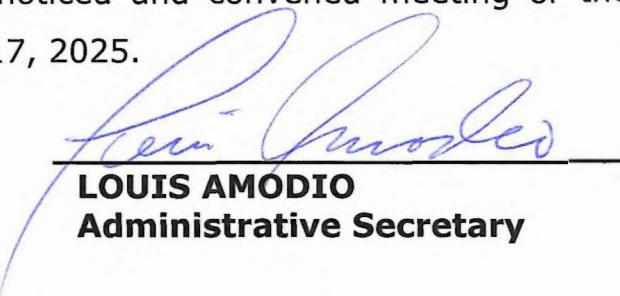

GERALD FRIEND
President Pro-Tem


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO

Administrative Secretary

EXHIBIT A

EXHIBIT A



Pricing Proposal
Quotation #: 26882499
Created On: 11/19/2025
Valid Until: 1/30/2026

NJ-City of Passaic Valley Water Commission

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

Account Executive

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 Renewal Redlegg - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$145,236.00	\$145,236.00
2 RedLegg Business Impact Assessment Redlegg - Part#: Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$34,716.20	\$34,716.20
Total			\$179,952.20

Additional Comments

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

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

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

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

EXHIBIT B

Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: December 5, 2025

Re: Request permission to renew the virtual Chief Information Security Officer services from SHI

The department of information technology request permission to renew the virtual Chief Information Security Officer services from SHI/RedLegg. At a high level, the services include:

- **Information security policies development and Maintenance** – virtual Chief Information Service Officer (vCISO) services are playing a strategic role in PVWC's establishment and maintenance of a policy framework that preserves compliance with current regulatory environment; the associated relevant workloads are:
 - **Policy Development** – Drafts, reviews, and updates security policies aligned with industry standards (e.g., NIST, ISO 27001) and regulatory requirements
 - **Customization** – Policies are tailored to the organization's operational characteristics (size, industry and risk profile.)
 - **Policy Lifecycle Management** – Ensures policies are reviewed periodically, version - controlled and effectively communicated.
 - **Training and Awareness** – Support of policy rollout through employee training and awareness program.

PVWC recognizes the nature of policies as indispensable components of a sensible security program. This contract is the response to regulatory pressure to subscribe to compliance frameworks, requiring documented, enforced, and regularly reviewed policies.

- **Risk Management Program Support (Including Business Impact Assessment)** – PVWC wants to understand the impact of various IT assets; on PVWC's mission. IT assets are key components for supporting organizational imperatives. An asset criticality or resource dependency assessment will provide a basis for the identification and prioritization of the assets supporting critical PVWC missions. Services include:
 - **Risk Assessment Facilitation** – Identification and evaluation of threats, vulnerabilities and potential impacts.
 - **Business Impact Assessment (BIA)** – Identification of critical business functions and the impact of disruptions. Assistance in prioritization of recovery strategies and resource allocation.

- Risk Treatment Plans – Recommendation of controls and remediation plans to reduce risk to acceptable levels.

PVWC considers cyber risk a business risk, as a result it is deploying appropriate vigilance, through this contract, to quantify cyber risk. The desired outcome is one that helps manage identified risks, and support business decisions.

- **Incident Response Plan and Tabletop Exercises** – According to the Cybersecurity & Infrastructure Security Agency (CISA) and the National Institute of Standards and Technology (NIST), an incident response plan is a prerequisite to a cybersecurity posture that is compliant with best practices. Ideally, it will help PVWC before, during, and after a confirmed or suspected security incident. As per regulatory requirement, PVWC is developing an incident response plan that prepares it to effectively manage disruptive events. The respective workloads are:

- Incident Response Plan review & Enhancement – Updates roles, responsibilities, communication plans and escalation paths. Pursing best practice alignment with lessons learned from past incidents
- Tabletop Exercises – Facilitation of simulated incident scenarios to test the Incident Response Plan. Identification of gaps in response capabilities and areas for improvement.
- After – Action Reporting – Documenting detailed feedback and recommendations after exercises.

PVWC, as a matter of prudence, anticipates a cyber event to be a matter of when ... not if. With the inevitability of breaches, we are emphasizing response readiness and impact minimization. This contract helps orchestrate the necessary coordination between Legal, Public Relations and Executive involvement – not just an IT response.

The Department of Information Technology is recommending the Commission approve \$180,236.00 of funding, for the virtual Chief Information Security Officer (vCISO) contract.

Product	Quantity	Price	Total
vCISCO Renewal	1	\$145,236.00	\$145,236.00
Business Impact Analysis	1	\$34,716.20	\$34,716.20
		Total	\$179,952.20.00

The project is funded through contract under New Jersey Cooperative Purchasing Alliance, contract # CK04, subcontract # 24-38.

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Procure "Two Virtual Chief Information Officers" through the New Jersey Cooperative Purchasing Alliance
SHI Corporation

Amount of Project or Contract: \$179,952.20

1. Acct: #- 001-0604-416-33-01
BUDGET – PROFESSIONAL SERVICES COMPUTER CONSULTING
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025/2026

Date of Certification: December 17, 2025

Certified: \$179,952.20

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-183

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION AUTHORIZING THE PROCUREMENT OF
SUPPLEMENTAL MANAGEMENT AND INFORMATION SYSTEMS
SUPPORT UTILIZING THE PASSAIC COUNTY COOPERATIVE #65PCCP**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, the Commission needs to procure IT support services to provide assistance to the Department on various IT projects required for compliance under the Water Quality Accountability Act including core infrastructure support; and

WHEREAS, Passaic County Cooperative #65PCCP (the "Cooperative Pricing Agreement") shall be used to provide full-time outsourced IT support services to the Commission from December 1, 2025 to November 30, 2026; and

WHEREAS, PVWC has elected to procure the above-referenced services from ATON Computing, Inc. of Hawthorne, New Jersey (the "Awardee") under the Cooperative Pricing Agreement, in the amount of \$478,400.00, a copy of the quotation and defined Scope of Services dated December 1, 2025 is attached hereto as **Exhibit A** and a copy of a memorandum dated December 4, 2025, from the IT Department, attached hereto as **Exhibit B**; and

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

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

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

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

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

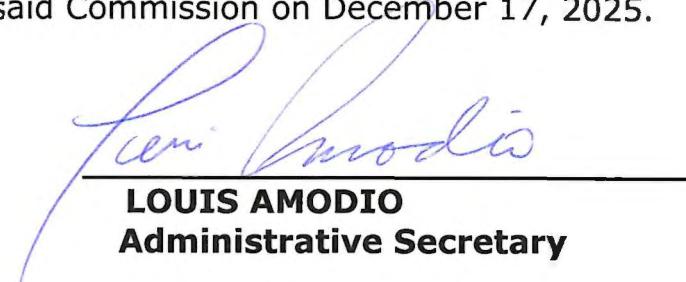


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

December 1st, 2025

Eric Coan
Supervisor Information Technology
Passaic Valley Water Commission
1525 Main Avenue
Clifton, NJ 07011

Dear Mr. Coan,

Thank you for giving ATON Computing the opportunity to present a proposal to continue providing full time outsourced IT support services to the Passaic Valley Water Commission. As you know, ATON has been working in the PVWC for over 2 years now, with 1, and now 2 staffers covering infrastructure, networking, security and more for the PVWC.

ATON's hourly rate for this work under the Passaic County Co-op #65PCCP from 12/1/2025 to 11/30/2026 is \$124.48. However, ATON is currently billing the PVWC at an old rate of \$115.00 per hour. As a valued customer, and since ATON does have the discretion to charge less than the co-op contract price, ATON agrees to continue to provide these services to the PVWC at the rate of \$115.00 per hour.

Based on our conversation and understanding of the current staffing needs of the Passaic Valley Water Commission (2 full time employees), we recommend a not-to-exceed amount of \$478,400.00 to be billed at the above hourly rates as appropriate and applicable, which will cover the work for a period of approximately 1 year. Please note the actual period will vary, as ATON bills solely for hours worked, and this will likely extend for a period of slightly longer than one year.

I look forward to working with you and the Commission as the need arises. If you have any questions, or comments, please call me at 908-725-3700.

Regards,

Joshua Schmockler, CGCIO



ATON Computing, Inc.

Committed to providing comprehensive Information Technology Services to the public & private sectors.

1114 Goffle Road • Post Office Box 6 • Hawthorne, New Jersey 07506

Phone 908.725.3700 • www.atoncomputing.com

EXHIBIT B

Passaic Valley Water Commission Inter - Office Memorandum

To: L. Bresemann

From: L. Ducheine

cc: J. Mueller

Date: December 4, 2025

Re: Request permission to renew Aton Computing Inc Infrastructure services

The department of information technology requests permission to renew the Aton Computing Inc. core Infrastructure and Cybersecurity support services. At a high level, services include:

- **Core Infrastructure Support** - Local Area Network (LAN) / Wide Area Network (WAN) used to connect offices, treatment plant and remote sites. Foundational IT systems that support all digital operations across PVWC:
 - Servers - Physical and Virtual
 - Storage Systems - Storage Area Networks, Network attached Storage, Cloud Storage (Limited)
 - Server Rooms/ Datacenters.
 - Operating Systems and Virtualization Platforms.
 - Backup and Disaster recovery systems.
 - Enterprise applications - ERP, Billing, Asset Management etc.

The workload involved with these services includes insuring the availability of these systems for organizational business needs. Systems performance monitoring requirements are fulfilled through this workload as well. The management of the hardware lifecycles, patching, and capacity planning are effectively part of this workload's deliverables.

- **Networking Support** - Primarily focuses on the connectivity aspects of how systems, devices, and users communicate across distributed locations. The devices targeted for support are generally:
 - Routers, Switches, and firewalls
 - Local Area Networks (LAN)/Wide Area Networks (WAN) infrastructures.
 - Wireless Networks.
 - VPN and Remote Access.
 - Network monitoring and security tools.

This component of the workload ensures secure and reliable communication between systems and sites. It also involves the management of bandwidth, latency and other network performance indicators to support real-time data flow for our Operational Technology systems like SCADA

- **Network/Cyber Security** – An additional two workloads that will be addressed by this contract renewal. The *Network security* workload is tasked with the protection of the communication infrastructure and the data paths that connect the system. The *Cybersecurity* workload is tasked with the broader responsibility of protecting all digital assets, including data, applications and user identities. The respective workload elements are:

For Network Security workloads

- **Firewall Management** – Configuring rules to control traffic between internal and external networks.
- **Network Segmentation** – Separating IT and OT networks like the isolation of SCADA systems from our data networks.
- **Intrusion Detection and Prevention** – Monitoring for suspicious activity, like unauthorized access to confidential data etc.
- **VPN or Remote Access Security** – Ensuring secure connections for staff and remote monitoring.
- **Switch and Router Hardening** – Disabling unused ports, enforcing strong authentication and updating firmware.

For Cybersecurity workloads

- **Endpoint protection** – managing network susceptibility to ransom/malware infections using tools like antivirus applications. Deployment of endpoint detection and response on laptops, servers and operational technology devices.
- **Patch Management** – Maintaining systems in a constantly updated state; for vulnerability management purposes.
- **Identity and Access Management (IAM)** – Enforcing least privilege logical architecture, multifactor authentication and role-based access to digital resources.
- **Incident Response** – Detecting, analyzing, and responding to cyber-attacks or breaches.
- **Security Awareness Training** – Educating staff on attack vectors like phishing, password hygiene, and safe cyber practices.
- **Compliance and Auditing** – Lead and manage PVWC's cybersecurity regulatory compliance requirements.

PVWC has retained the services of Aton Computing Inc. over the last two years. The current contract, being renewed for 1 year includes:

Contract	Units	Acquired Units	Totals
Duration	1 year		
Dates	12/1/2025 to 11/30/2026		
Rate	\$115.00/hr.		
Infrastructure	1 full time resource	2080 hrs./260 days	\$239,200.00
Cybersecurity	1 full time resource	2080 hrs./260 days	\$239,200.00
		Total Cost	\$478,400.00

As per quote, Aton hourly rate of \$115.00, for this contract, continues unchanged from last year's. Under the Passaic County Co-op # 65PCCP the allowed hourly rate \$124.48/hour; resulting in **\$39,436.80 savings**. Moreover, we will only be billed for the hours used.

The department of Information Technology is requesting permission to renew this contract, at the not to exceed annual cost of \$478,400.00 to maintain our infrastructure and manage our Cybersecurity posture responsibly. The Department recommends the Board authorize this renewal request.

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Procure "Supplemental Management and Information Systems Support" through the Passaic County Cooperative Aton Computing, Inc.

Amount of Project or Contract: \$478,400.00

1. Acct: #- 001-0601-416-33-01
BUDGET – PROFESSIONAL SERVICES COMPUTER CONSULTING
2. Specific Appropriation to which expenditures will be charged:
BUDGET 2025/2026

Date of Certification: December 17, 2025

Certified: \$478,400.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-184

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO PROCURE RENEWAL OF PVWC'S ANNUAL
SUBSCRIPTIONS OF NUTANIX AND VMWARE SOFTWARE
UTILIZING THE NEW JERSEY COOPERATIVE PURCHASING
ALLIANCE CONTRACT NO. CK04, SUBCONTRACT NO. 24-38**

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, PVWC utilizes Nutanix Hyperconverged Clusters and the licenses found within this subscription enables PVWC to access hyperconverged computers which allows PVWC to more efficiently manage resources. These licenses must be renewed annually; and

WHEREAS, State Contract Numbers CK04, Subcontract No. 24-38 under the New Jersey Cooperative Purchasing Alliance (the "Co-op"), as described on Quotation Number 26881315 dated November 18, 2025, which is attached hereto as **EXHIBIT A**, is for the procurement of said licenses; and

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

WHEREAS, PVWC has elected to procure the above-referenced network equipment from SHI International Corp., of Somerset, New Jersey (the "Awardee") under the State Contract, in the amount of \$177,833.92 a copy of a memorandum dated December 5, 2025, from the Director of the IT Department, which is attached hereto as **EXHIBIT B**; and

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

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

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

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

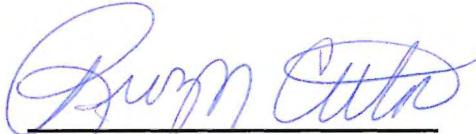
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey;

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

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

Adopted at a meeting of Passaic Valley Water Commission.

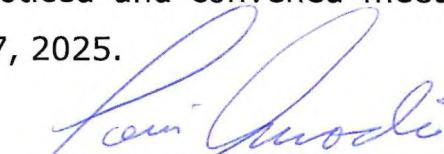

GERALD FRIEND
 President Pro-Tem


RUBY N. COTTON
 Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.


LOUIS AMODIO
 Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A



Pricing Proposal
Quotation #: 26881315
Created On: 11/18/2025
Valid Until: 1/21/2026

NJ-City of Passaic Valley Water Commission

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

Account Executive

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Nutanix Software Renewals Cisco Systems - Part#: NTX-SW-RENEW Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1733641	1	\$0.00	\$0.00
2 Entitlement ONLY for Nutanix Cloud Infrastructure SW Cisco Systems - Part#: SVS-NT-SUP Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1733641	1	\$0.00	\$0.00
3 Renew NCI-D ProSW LIC & Production SW Supp per Core Cisco Systems - Part#: NT-NCI-D-PRO-PRR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1733641	384	\$221.21	\$84,944.64
4 Nutanix Software Renewals Cisco Systems - Part#: NTX-SW-RENEW Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1961906	1	\$0.00	\$0.00
5 Entitlement ONLY for Nutanix Cloud Infrastructure SW Cisco Systems - Part#: SVS-NT-SUP Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1961906	1	\$0.00	\$0.00

6	Renew NCI-D AdvRep add-on SW LIC & Production SWSupp perCore Cisco Systems - Part#: NT-A-NCI-D-ADR-PRR Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 2/7/2026 – 2/6/2027 Note: Sub1961906	384	\$36.51	\$14,019.84
7	VMware vSphere Foundation 8 VMware - Part#: VCF-VSP-FND-1Y Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38 Coverage Term: 1/30/2026 – 1/29/2027	416	\$189.59	\$78,869.44
				Total \$177,833.92

Additional Comments

Keep in mind, VMWare recently changed their approval process for reinstatement fees. A completed waiver form and valid business case are required in order to be considered for approval. Please make sure to send over all POs prior to your expiration date to avoid the reinstatement fee.

Please note the following:

- 1) VMware EULA <https://docs.broadcom.com/docs/end-user-agreement-english>
- 2) VMware Does Not offer a standard return policy
- 3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
- 4) PSO Credits are only active for 1 Year

Please Note, Broadcom product lines have the following reinstatement fee policy:

- o Effective immediately, late orders will be charged a 25% reinstatement fee.
- o Every additional week late will result in an incremental 10% fee added

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

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

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

As of February 17, 2025, Cisco no longer requires documented customer acceptance of the EA end user program terms. By submitting a purchase order for this quote, you agree to be bound by the terms found at Cisco's Enterprise Agreement Terms and Conditions. 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: December 5, 2025

Re: Request permission to renew licenses for VMware and Nutanix infrastructure software

The department of information technology requests permission to renew licenses for our instances of VMware and Nutanix infrastructure software solutions. They are indispensable elements of our Hyperconverged Infrastructure architecture. At a high level:

- **Hyperconverged Infrastructure** - Hyperconvergence is an IT framework that combines storage, computing, and networking into a single system that can reduce data center complexity and increase scalability. The characteristics of hyperconverged architecture are:
 - **Servers/Storage/Networking** - Are combined into a single system, replacing the traditional data center architecture that uses separate physical servers, storage arrays and networking gear. This arrangement makes IT infrastructure simpler, more scalable and easier to manage.
 - **Software Defined Storage** - Is a storage architecture that separates storage software from its hardware. Decoupling storage from its hardware allows for arbitrary expansion of storage capacity, when needed. This arrangement confers tremendous flexibility upon PVWC's ability to optimize upgrade scheduling.
 - **Virtualization** - Is a technology that allows the creation of virtual, simulated environments from a single physical machine. PVWC can extract operational efficiencies from the capability of running multiple operating systems (servers OS) on a single hardware. Effectively, improve resource utilization, reduce costs associated with maintaining physical hardware and augment security through the isolation of systems.
 - **Management & Automation** - Hyperconverged Infrastructure (HCI) help save time, increase quality and reduce costs of managing PVWC's infrastructure. Management, as in configuration management, and automation are operationally linked in a symbiotic way to create efficiencies that generate substantial benefits for PVWC.

The workload addressed with an HCI infrastructure includes:

- Infrastructure provisioning
- Configuration Management
- Integration
- Deployment
- Monitoring

- VMware & Nutanix** – VMware is the primary virtualization tool for PVWC's infrastructure. PVWC selected VMware's ESXi product for its maturity, power and efficiency in handling a range of infrastructure workloads. Nutanix's HCI provides a streamlined and integrated infrastructure, each product excel at handling different aspects of the infrastructure; hence the rational for instances of both products at PVWC. See the comparison below:

Key Factor	VMware	Nutanix
Architecture	Traditional virtualization	Hyper-converged infrastructure
Scalability	Limited to individual physical servers	More scalable, built-in clustering
Management	Comprehensive management suite	Streamlined and simplified interface
Licensing	Traditional licensing model	Flexible and subscription-based model
Pricing	Higher upfront costs, long-term savings	Lower upfront costs, potential long-term costs
Performance	Proven performance, but not as optimized for HCI	More optimized for HCI
Security	Strong security features	Strong security features
Integration	Broad integration capabilities	Tighter integration of hardware and software
Use Cases	Established enterprise workloads	Modern and cloud-native workloads
Pros	Established market presence, comprehensive management suite, proven performance	More scalable and streamlined, flexible licensing and pricing, optimized for HCI
Cons	Limited scalability, complex management, higher upfront costs	Less established, potential long-term costs, may not be optimal for legacy workloads

As per attached quote, PVWC is renewing 384 Nutanix Cloud Infrastructure - Data Center Edition (NCI-D), Professional Software License (ProSW LIC), Production Software Support (Production SW Supp), licensing and support priced per CPU core (per Core) at \$221.21 each.

Adding Advanced Replication Add-on Software License (AdvRep add-on SW LIC) with Production Software Support (Production SWSupp) at \$36.51 each.

Finally, renewing 416 VMware vSphere Foundation 8 virtualization software licenses at \$189.59 each. See table for totals.

Product	Qty.	Price	Totals
Renew NCI-D ProSW LIC & Production SW Supp per Core	384	\$221.21	\$84,944.64
Renew NCI-D AdvRep add-on SW LIC & Production SWSupp perCore	384	\$36.51	\$14,019.84
VMware vSphere Foundation 8	416	\$189.59	\$78,869.44
Totals			\$177,833.92

The department of Information Technology is requesting permission to renew these licenses, at the not to exceed annual cost of \$177,833.92 to maintain our infrastructure and manage our Infrastructure responsibly. The Department recommends the Board authorize this renewal request.

PASSAIC VALLEY WATER COMMISSION

EXHIBIT C

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Renewal of “Annual Subscriptions for the Nutanix and VMware Software” through the New Jersey Cooperative Purchasing Alliance
SHI Corporation

Amount of Project or Contract: \$177,833.92

1. Acct: #- 001-0901-419-95-07
CAPITAL – COMPUTERS & SOFTWARE
2. Specific Appropriation to which expenditures will be charged:
CAPITAL 2025/2026

Date of Certification: December 17, 2025

Certified: \$177,833.92

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION # 25-185

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR PROJECT NO. 25-PE-02 ENTITLED "PROFESSIONAL ENGINEERING SERVICES FOR PROGRAM MANAGEMENT OF PVWC'S WATER MAIN REPLACEMENT PROGRAM AND MANAGEMENT OF COMMISSION'S MASTER PERMIT WITH NJDEP"

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, PVWC awarded Contract No. 25-PE-02 entitled "Professional Services for Program Management of PVWC's Water Main Replacement Program and Management of Commission's Master Plan Permit with NJDEP" (the "Project") to H2M Architect and Engineers ("H2M"), of Parsippany, New Jersey at PVWC's Commission Meeting on March 26, 2025 under Resolution No. 25-037 all in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and in an amount not to exceed \$375,000.00; and

WHEREAS, it is recommended that PVWC issues Change Order No. 1 to fund the Construction Management support needed to oversee the emergency repairs which took place this past summer/fall within Paterson and Woodland Park. This Change Order No. 1 will cover work associated with the 42-inch main break at Arch Street and N. 1st in Paterson, the 24 and 36-inch main breaks at Great Falls in Paterson, the 42-inch main break at McBride Avenue in Woodland Park, and the 42-inch main break in the Bunker Hill section of Paterson with an increase of \$220,490.47 which brings the total adjusted Contract Price up to \$595,490.47; and

WHEREAS, the Supervising Engineer has determined costs associated with the ongoing services to be reasonable and has recommended additional costs related thereto, be reasonable and has recommended additional costs related thereto, be approved as detailed in **Exhibit A**.

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

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

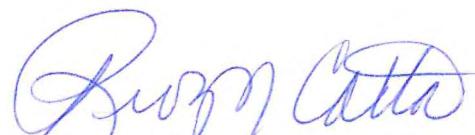
1. That PVWC hereby authorizes Change Order No. 1 to the terms as set forth hereinabove; and
2. That appropriate officers of the Commission are hereby authorized and directed to execute this Contract Change Order as set forth hereinabove and implement the terms of this extended Contract in accordance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

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

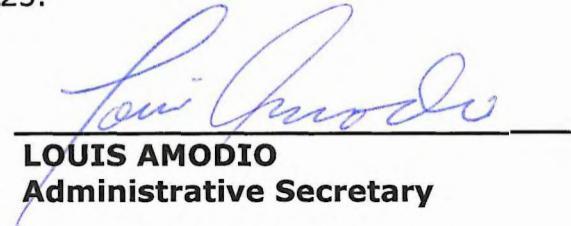


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

**PASSAIC VALLEY WATER COMMISSION
INTEROFFICE MEMORANDUM**

Date: December 5, 2025

To: J. Mueller

From: A. Wells

cc: C. Vozzella, L. Bresemann, P. Porcaro

Re: Change Order No. 1: 25-PE-02

Permission is requested to authorize Change Order No. 1 in the amount of \$220,490.47 for Contract No. 25-PE-02 "Professional Engineering Services for Program Management of PVWC's Water Main Replacement Program and Management of Commission's Master Permit with NJDEP".

This Change Order is associated with the Construction Management work to oversee emergency repairs on major transmission mains at various locations within Paterson and Woodland Park in the Summer/ Fall 2025.

The Change Order covers the following efforts:

- 24-inch and 36-inch transmission main break at Great Falls, Paterson (**\$64,021.00**)
 - Work included:
 - outreach to utilities/ companies regarding the use of emergency water tankers
 - outreach to utilities/ suppliers regarding the availability of specialty valves/ fittings
 - Coordination of site health and safety plan
 - Full time construction observation of water main break repairs (24/7), GPS of repair work, preparation of daily construction reports.
 - Surveying efforts for record plans
 - Soil stabilization plan for restoration
- 42-inch transmission main break at Arch Street and N. 1st, Paterson (**\$50,348.00**)
 - Work included:
 - Full time construction observation of water main break repairs (24/7), GPS of repair work, preparation of daily construction reports.
- 42-inch transmission main break at McBride Avenue, Woodland Park (**\$60,664.10**)
 - Work included:
 - Full time construction observation of water main break repairs, GPS of repair work, preparation of daily construction reports.
- 42-inch transmission main break at Bunker Hill section of Paterson (**\$45,457.37**)
 - Work included:
 - Full time construction observation of water main break repairs, GPS of repair work, preparation of daily construction reports.

This \$220,490.47 change order will bring the contract amount for 25-PE-02 to \$595,490.47 (59% increase due to emergency scope change).

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

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

Description of Project or Contract: Project No.: 25-PE-02 – Change Order No. 1
“Professional Engineering Services for Program Management of PVWC’s Water Main Replacement Program and Management of Commission’s Master Permit with NJDEP”
H2M Associates

Amount of Project or Contract:

Change Order No. 1 Increase of \$220,490.47
Change Order No. 1 Not to Exceed: \$595,490.47

1. Acct: # 001-0901-419-95-14
CAPITAL/WATER MAIN IMPROVEMENTS
2. Specific Appropriation to which expenditures will be charged:
CAPITAL: 2025/2026

Other comments: Change Order No. 1 – Increase of \$220,490.47
For a new Not to Exceed of \$595,490.47

Date of Certification: December 17, 2025 Amount Certified: \$595,490.47

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb

RESOLUTION NO. 25-186

PASSAIC VALLEY WATER COMMISSION

RESOLUTION TO AUTHORIZE THE SALE OF ITS SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ON-LINE AUCTION WEBSITE

DATE OF ADOPTION: DECEMBER 17, 2025

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

Seconded by Commissioner: **RON VAN RENSALIER**

WHEREAS, Passaic Valley Water Commission ("PVWC") is the owner of certain vehicles ("Surplus Personal Property") which PVWC has determined are no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of Surplus Personal Property no longer needed for public use through the use of an on-line auction service; and

WHEREAS, in accordance with N.J.S.A. 40A:11-36, a Public Notice (legal newspaper advertisement) informing the public as to the nature of the Surplus Personal Property being sold and how to obtain more information on the sale, will be published (and placed on PVWC's website), within the required time frames, and a copy of the Public Notice (with a general description of the Surplus Personal Property to be included in the auction) is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, pursuant to the Passaic County Cooperative Contract, PVWC will utilize the on-line services of GovDeals, Inc., 100 Capitol Commerce Blvd., Montgomery, AL 36117, Phone: (866) 377-1494; Fax: (334) 387-0519 located at www.GovDeals.com for conducting the sales; and

WHEREAS, the terms and conditions of the agreement entered into between GovDeals and PVWC, along with the agreed-to compensation to GovDeals, are available at www.GovDeals.com and a copy of the said agreement is on file and available for inspection at the office of the Administrative Secretary of PVWC; and

WHEREAS, the scheduled date and time for the auction, with items and/or groups of items as applicable, shall be as set forth in the Public Notice; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36, sales shall be held not less than seven (7) days, nor more than fourteen (14) days after the latest publication of the Public Notice; and

WHEREAS, all sales will be made to the highest bidder, all sales shall be final, and all Surplus Personal Property will be sold "As Is-Where Is", free from any guarantee or warranty; and

WHEREAS, all Surplus Personal Property purchased will be required to be removed by the successful bidder(s) from PVWC's premises within ten (10) business days of the close of the auction, and any and all Surplus Personal Property not sold at the auction (or removed by the successful bidders within the stipulated time frame) shall subsequently be properly disposed of by PVWC personnel; and

WHEREAS, within the parameters established by the governing law, PVWC reserves the right to accept or reject any or all bids.

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

1. PVWC is hereby authorized to sell the Surplus Personal Property as generally described and set forth in the Public Notice attached hereto as **Exhibit A**, utilizing the on-line auction website entitled www.GovDeals.com; and
2. Said Public Notice shall be published in a newspaper circulating in the member municipalities of PVWC no earlier than seven (7) days nor no later than fourteen (14) days prior to said sale; and
3. That the appropriate officials and employees of the Commission are hereby authorized to perform such acts and execute such documents as are necessary to implement the terms and intentions of this Resolution and the submissions provided in connection therewith.

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

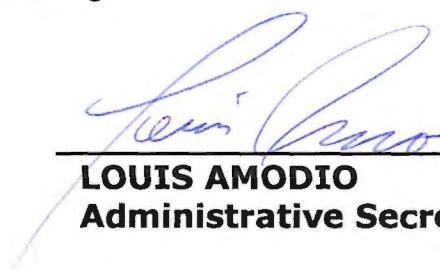


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

SCHEDULE OF SURPLUS PROPERTY

List of Auction Items:

Vehicles:

2010 Mercedes Sprinter Van
2010 Ford F350 Pickup Utility
2003 Ford F350 Pickup

VIN/SERIAL NUMBER

VIN# WDYPE8CC9A5484828
VIN# 1FTWF3BY6AEB36084
VIN# 1FTWF3BY8AEB36085

RESOLUTION NO. 25-187

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE A RETAIL RATE INCREASE OF 3.9%
EFFECTIVE FEBRUARY 15, 2026**

DATE OF ADOPTION: DECEMBER 17, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **DEB RIZZI**

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 PVWC shall be self-supporting, with revenues sufficient to provide for all capital expenses, expenses of operation and maintenance, and debt service charges including interest, sinking fund and amortization, so as to prevent any deficit from accruing; and

WHEREAS, N.J.S.A. 40:62-127 authorizes PVWC to increase its rates from time to time for that purpose; and

WHEREAS, various provisions of the Law, including the obligations and authority with respect to rates conferred by N.J.S.A. 40:62-127 are part of the covenants and pledges made by PVWC to the holders of its bonds issued for the purpose of financing rehabilitation of infrastructure, extensions and enlargement of PVWC capital facilities pursuant to N.J.S.A. 40:62-127c; and

WHEREAS, PVWC is obligated by covenant with its bondholders and pursuant to the direction of the Local Finance Board of New Jersey to maintain a certain level of revenues and reserves for the security of the bondholders; and

WHEREAS, PVWC has embarked 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, PVWC's revenues have been affected by conservation and by other reductions in water consumption; and

WHEREAS, PVWC's operating expenses have increased through inflation notwithstanding stringent budget limitations; and

WHEREAS, a report by an independent rate consultant, Howard J. Woods, Jr. and Associates, LLC ("Woods Report") entitled "Cost of Service Allocation Study and Proposed Rates for the Period Ending December 31, 2023" recommended that PVWC's rates be increased to provide sufficient revenues to cover PVWC's operating expenses and needed capital improvement projects; and

WHEREAS, the Woods Report recommended that the rates of respective customer classes be adjusted in order to conform more closely to the cost of serving each class; and

WHEREAS, PVWC previously approved a retail rate increase for 2026 of 5.9%; and

WHEREAS, cost-saving measures, strategic reserve planning, and a robust capital program review has mitigated some of the need for the originally expected rate increase in 2026; and

WHEREAS, PVWC has determined that a retail rate increase of 3.9% effective February 15, 2026, will provide sufficient revenue to ensure adequate liquidity and continuity of operations;

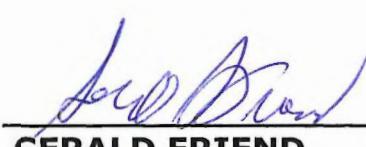
NOW THEREFORE, BE IT RESOLVED, by PVWC, in the County of Passaic, New Jersey:

1. That retail water rates and field service rates shall be increased by 3.9% effective February 15, 2026.
2. That public notice thereof shall be given by publishing this Resolution, in full, in the official newspapers of PVWC in accordance therewith;

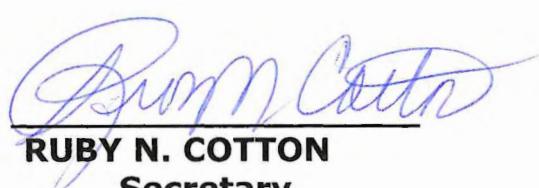
RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND
President Pro-Tem

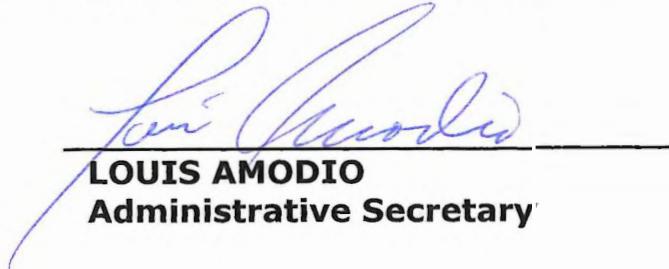


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

RESOLUTION NO. 25-188

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION TO AUTHORIZE A WHOLESALE RATE INCREASE OF
4.3% EFFECTIVE JANUARY 1, 2026**

DATE OF ADOPTION: DECEMBER 17, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

Seconded by Commissioner: **DEB RIZZI**

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 PVWC shall be self-supporting, with revenues sufficient to provide for all capital expenses, expenses of operation and maintenance, and debt service charges including interest, sinking fund and amortization, so as to prevent any deficit from accruing; and

WHEREAS, N.J.S.A. 40:62-127 authorizes PVWC to increase its rates from time to time for that purpose; and

WHEREAS, various provisions of the Law, including the obligations and authority with respect to rates conferred by N.J.S.A. 40:62-127 are part of the covenants and pledges made by PVWC to the holders of its bonds issued for the purpose of financing rehabilitation of infrastructure, extensions and enlargement of PVWC capital facilities pursuant to N.J.S.A. 40:62-127c; and

WHEREAS, PVWC is obligated by covenant with its bondholders and pursuant to the direction of the Local Finance Board of New Jersey to maintain a certain level of revenues and reserves for the security of the bondholders; and

WHEREAS, PVWC has embarked 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, PVWC's revenues have been affected by conservation and by other reductions in water consumption; and

WHEREAS, PVWC's operating expenses have increased through inflation notwithstanding stringent budget limitations; and

WHEREAS, a report by an independent rate consultant, Howard J. Woods, Jr. and Associates, LLC ("Woods Report") entitled "Cost of Service Allocation Study and Proposed Rates for the Period Ending December 31, 2023" recommended that PVWC's rates be increased to provide sufficient revenues to cover PVWC's operating expenses and needed capital improvement projects; and

WHEREAS, the Woods Report recommended that the rates of respective customer classes be adjusted in order to conform more closely to the cost of serving each class; and

WHEREAS, notwithstanding the rate increases recommended in the Woods Report, PVWC's rates will remain among the lowest of any water purveyor in the state and the region providing comparable services; and

WHEREAS, PVWC previously approved a wholesale rate increase for 2026 of 6% and notified wholesale customers of the planned increase; and

WHEREAS, cost-saving measures, strategic reserve planning, and a robust capital program review has mitigated some of the need for the originally expected rate increase in 2026; and

WHEREAS, PVWC has determined that a wholesale rate increase of 4.3% will provide sufficient revenue to ensure adequate liquidity and continuity of operations;

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

1. That wholesale water rates and wheeling rates shall be increased by 4.3% effective January 1, 2026.
2. That 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
COTTON, R.	X	—	—	—
DEPADUA, C.	—	—	—	X
FRIEND, G.	X	—	—	—
LEVINE, J.	X	—	—	—
RIZZI, D.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
SANCHEZ, R.	—	—	—	X

Adopted at a meeting of Passaic Valley Water Commission.



GERALD FRIEND

President Pro-Tem



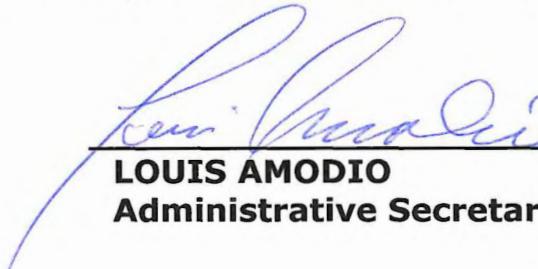
RUBY N. COTTON

Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO

Administrative Secretary

2026 AUTHORITY BUDGET RESOLUTION

Passaic Valley Water Commission

FISCAL YEAR: January 01, 2026 to December 31, 2026

WHEREAS, the Annual Budget for Passaic Valley Water Commission for the fiscal year beginning January 01, 2026 and ending December 31, 2026 has been presented before the governing body of the Passaic Valley Water Commission at its open public meeting of December 17, 2025; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$133,291,738.00, Total Appropriations including any Accumulated Deficit, if any, of \$123,905,762.00, 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 \$135,632,412.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$25,000,000.00; 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 December 17, 2025 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, 2026 and ending December 31, 2026, 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 28, 2026.

(Secretary's Signature)

12/17/2025

(Date)

Governing Body Recorded Vote

RESOLUTION NO. 25-190
2026 Commission Budget Resolution
Passaic Valley Water Commission

FISCAL YEAR: FROM January 1, 2026 TO December 31, 2026

WHEREAS, the Annual Budget and Capital Budget for the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2026 and ending, December 31, 2026 has been approved by the governing body of the Passaic Valley Water Commission at its open public meeting of December 17, 2025; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$133,291,738, Total Appropriations, including any Accumulated Deficit if any, of \$123,905,762 and Total Unrestricted Net Assets utilized of \$0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$135,632,412 and Total Unrestricted Net Assets planned to be utilized as funding thereof, of \$25,000,000; and

WHEREAS, it is anticipated that the schedule of rates, 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 Commission, 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; and

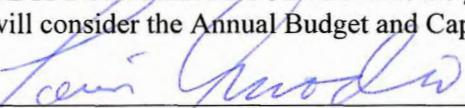
WHEREAS, the Commissioners wished to spend more time, study and effort examining the proposed budget and attempting to find potential economies, especially with respect to the expense side of the proposed budget, in concert with Passaic Valley Water Commission staff and approved the budget at its scheduled meeting of December 17, 2025; and

WHEREAS, the Commission normally is required to submit its budget for approval sixty days before the beginning of its fiscal year,

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Passaic Valley Water Commission, at an open public meeting held on December 17, 2025, that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Passaic Valley Water Commission for the fiscal year beginning, January 1, 2026 and ending, December 31, 2026 was approved for late submission subject to the above-recited reservations; 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 28, 2026.


(Secretary's Signature)

December 17, 2025
(Date)

Governing Body			Recorded Vote		
Member:	Aye	Nay	Abstain	Absent	
Cotton, Ruby	x				
DePadua, Carmen				x	
Friend, Gerald	x				
Levine, Jeffrey	x				
Rizzi, Deborah	x				
Van Rensalier, Ronald	x			x	
Sanchez, Rigoberto					

RESOLUTION #25-191

RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
AUTHORIZING AMENDMENTS TO THE EMPLOYEE HANDBOOK

DATE OF ADOPTION: DECEMBER 17, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

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

WHEREAS, in order to qualify for favorable insurance rates for Employment Practices Liability Insurance through the Municipal Excess Liability Joint Insurance Fund (JIF), it is necessary to adopt an Employee Handbook (the "Handbook") based on the Model Personnel Policies and Procedures Manual promulgated by the JIF; and

WHEREAS, PVWC has adopted a Handbook, which has been periodically updated; and

WHEREAS, the Legal Department and the Personnel Department have revised the Handbook by incorporating the Commission's pre-existing employment policies and procedures and adding certain new provisions which are tracked in red (Exhibit A); and

WHEREAS, the revised Handbook was distributed to current employees.

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

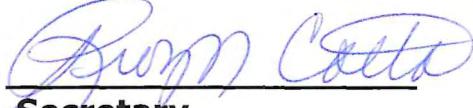
1. That PVWC hereby adopts the attached revised Passaic Valley Water Commission Employee Handbook.
2. The revised Handbook shall be distributed to all new hires.
3. That the appropriate officers and employees of PVWC are hereby authorized and directed to perform such acts and execute such documents as are consistent herewith.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

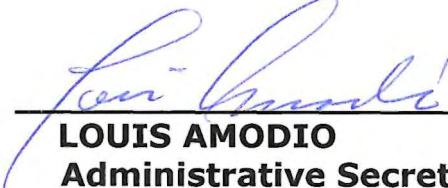

President
RIGO SANCHEZ


Secretary
RUBY N, COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.


LOUIS AMODIO

Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

EXHIBIT A

INTRODUCTION

The Passaic Valley Water Commission (“PVWC”) plays an important part in the lives of the citizens it serves. The public expects that PVWC’s business will be conducted to the highest standards. Public service is an honorable and rewarding career that offers many benefits not often found in the private sector.

As a PVWC employee, you have certain rights and obligations. Federal and State law as well as PVWC policies govern such important areas as discrimination, safety, violence, harassment and conflicts of interest. Many common attitudes of the past have changed. For example, the old adage “to the victors belong the spoils” in governmental hiring is now against the law and old-fashioned (and offensive) office banter and gossip can no longer be condoned. Behaviors that were tolerated years ago are no longer acceptable.

Employees have a right to a safe workplace free of discrimination, violence, harassment and conflicts of interest and have an obligation to conduct themselves in a manner consistent with these policies. PVWC has a “no tolerance” policy towards workplace wrongdoing.

This Personnel Policies, Procedures and Employee Handbook adopted by PVWC discusses these issues and many others. You are required to read this handbook and become acquainted with its contents. By its very nature, a handbook cannot be comprehensive or address all possible situations. Many of the policies that concern the terms and conditions of employment are also described in collective bargaining agreements, which cover most (although not all) of PVWC’s employees. If you have any questions concerning any PVWC personnel policy, contact your supervisor, or if you prefer, your Department Head, Executive Director or Personnel Director.

DISCLAIMER: This handbook does not confers any contractual right, either express or implied, to remain in PVWC’s employ. Nor does it guarantee any fixed terms and conditions of your employment. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of PVWC.

All employees receiving this manual are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in your official personnel file.

Signed: Sydel Cohen, Personnel Director

Updated: December 2025

NOTICE

THE CONTENTS OF THIS MANUAL SUPERCEDE ANY PRIOR MANUAL AND/OR HANDBOOK. NEITHER THIS MANUAL NOR ANY OTHER GUIDELINES, POLICIES OR PRACTICES, CONTRACTUALLY BIND PVWC.

ALL EMPLOYEES OF PVWC, WITH THE EXCEPTION OF THOSE WHO ARE PARTY TO A COLLECTIVE BARGAINING AGREEMENT, ARE AT-WILL EMPLOYEES WHO MAY BE TERMINATED FROM THEIR EMPLOYMENT AT ANY TIME, FOR ANY REASON, WITHIN THE SOLE DISCRETION OF PVWC.

NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR ARRANGEMENT IS IN WRITING AND IS SIGNED BY THE BOARD OF COMMISSIONERS OF PVWC.

THIS NOTICE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.

Table of Contents

GENERAL PERSONNEL POLICY	4
Anti-Discrimination Policy/ New Jersey Pregnant Worker's Fairness Act:	5
Americans with Disabilities Act Policy:	5
Contagious or Life Threatening Illnesses Policy:	5
Safety Policy:	6
Drug and Alcohol-Free Workplace Policy	6
Workplace Violence Policy:	9
General Anti-Harassment Policy:	10
Anti-Sexual Harassment Policy:	10
Employee Dating Policy:	11
“Whistle Blower” Policy:	12
Employee Complaint Policy:	13
Complaints Concerning Terms and Conditions of Employment:	14
Access to Personnel Files Policy:	14
Conflict of Interest Policy:	14
Political Activity Policy:	15
Employee Discipline Policy:	15
Background Checks:	17
Secure Facilities:	17
Work Force Reduction Policy:	17
Driver’s License Policy:	18
Motor Vehicle Policy:	18
Reporting Arrest Policy:	19
Job Description Policy:	20
Attendance Policy:	20
Overtime Policy:	20
Dress Code Policy:	20
No Smoking Policy:	22
Telephone Usage Policy:	22
Email, Voice Mail, Computer and Internet Usage Policy:	22
Social Media Policy:	22
Recording in the Workplace Policy:	23

Bulletin Board Policy:	24
Badges:	24
Sick Leave Policy:	24
Domestic Violence Abuse Leave Policy:	25
Leave of Absence Policy:	26
Family and Medical Leave Policy:	27
Military Leave Policy:	28
Punching in and out Policy:	28
Performance Evaluation Policy:	28
Protection and Safe Treatment of Minors Policy:	29

GENERAL PERSONNEL POLICY

It is the policy of PVWC to treat all employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of PVWC shall apply to all employees, regardless of position. In the event there is a conflict between these rules and collective bargaining agreement, personnel services contract, or federal or state law including the New Jersey Civil Service Act, the terms and conditions of the contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

All employees, Managers and Department Heads shall be appointed and promoted by PVWC's Board of Commissioners. No person shall be employed or promoted unless there exists a position created by a resolution adopted by PVWC and the necessary budget appropriation has been made.

PVWC and all managerial/supervisory personnel are authorized to implement and are responsible for the implementation of personnel policies and procedures. PVWC has appointed the Personnel Director to assist PVWC in implementing personnel practices. The Personnel Director Shall also have access to PVWC's General Counsel as well as the Special Labor Counsel appointed by PVWC for guidance in legal and personnel matters.

As a general principle, PVWC has a "no tolerance" policy toward workplace wrongdoing. PVWC officials, employees and independent contractors are to report anything perceived to be improper. PVWC believes strongly in an Open Door Policy and encourages employees to talk to their supervisor, Department Head, the Executive Director, the Personnel Director, or PVWC's General Counsel concerning any problem.

The Personnel Policies and Procedures Manual adopted by PVWC is intended to provide guidelines covering public service by its employees and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for PVWC personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of PVWC.

Anti-Discrimination Policy/ New Jersey Pregnant Worker's Fairness Act:

PVWC is committed to the principle of equal employment opportunity and anti-discrimination pursuant to the Title VII of the 1964 Civil Rights Act and its amendments, as well as the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker's Fairness Act (LAD). Under no circumstances will PVWC discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), perceived disability, pregnancy (including pregnancy related medical condition), childbirth, liability for service in the United States armed forces, sexual orientation, gender identity or expression and/or any other characteristic protected by law. Decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. Any employee or prospective employee who feels he or she has been treated unfairly has the right to address his or her concerns with his or her supervisor or Department Head, the Executive Director, the Personnel Director, or PVWC's General Counsel.

Americans with Disabilities Act Policy:

In compliance with the American with Disabilities Act and the New Jersey LAD as amended by the New Jersey Pregnant Worker's Fairness Act, PVWC does not discriminate the base on disability, pregnancy, pregnancy related medical condition or childbirth. PVWC will endeavor to make every work environment handicap-accessible and all future construction and renovation of facilities will be completed in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines.

It is the policy of PVWC to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA amendments and the New Jersey LAD. We will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the disabled individual is otherwise qualified to perform the essential functions of his or her job and also provided that the accommodation does not impose undue hardship on PVWC.

In the event that there is a request for an accommodation, PVWC shall initiate an interactive dialogue with disabled employees and prospective employees to identify reasonable accommodations that may be made by PVWC.

Contagious or Life Threatening Illnesses Policy:

PVWC encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. PVWC shall reasonably accommodate known physical and mental limitations of all employees, provided that the employee is otherwise qualified to perform the essential functions of the job and also provided that the accommodation does not impose an undue hardship on PVWC.

Safety Policy:

PVWC will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). PVWC is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to follow any PVWC's safety rules constitutes grounds for disciplinary action up to and including termination. Any occupational public unsafe condition, practice, procedure or act must be immediately reported to the supervisor, Department Head or Personnel Director. Any on-the-job accident or accident involving PVWC facilities, equipment or motor vehicles must also be immediately reported to the supervisor, Department Head or Personnel Director.

Drug and Alcohol-Free Workplace Policy

Section 1. Statement of Policy

- A. Any employee suffering from a substance abuse problem shall receive the same careful consideration and offer of treatment that is presently extended under PVWC's existing benefit plans to those employees having other mental health conditions. The same benefits and insurance coverage that are provided for all other illnesses, diseases, and/or physical or psychological conditions, under PVWC's established health insurance benefit plan, shall be available for individuals who accept medically approved treatment of alcoholism or drug dependency.
- B. An employee's refusal to seek substance abuse treatment or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance, subject to the contractual grievance/arbitration procedures set forth in a collective bargaining agreement to which the employee is a party, and subject to other provisions of this policy. No person with a substance abuse problem shall have his/her job security or promotional opportunities jeopardized by a request for diagnosis and/or treatment. However, untreated substance abuse is not a disability, and unacceptable job performance, attendance, and/or behavioral problems resulting from substance abuse will result in disciplinary action, up to and including termination.
- C. The confidential nature of the medical records of employees with substance abuse problems shall be maintained pursuant to New Jersey and federal laws. Similarly, all records relating to drug tests and their results shall be maintained in accordance with New Jersey and federal laws.
- D. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions

A. Employer Testing

1) Reasonable Suspicion

Employees covered by this Agreement may be required to submit a urine specimen, hair sample or any other acceptable medical or scientific testing procedure for testing of the presence of drugs or breath sample for the testing of the presence of alcohol under the following circumstances:

Where there is reasonable suspicion to believe that the employee, when appearing for duty on the job, is under the influence of or his/her job performance is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of or is using or abusing alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on- the-job accident resulting in injury or property damage where the circumstances suggest the possibility that the employee's possible use of alcohol or drugs contributed to accident.

2) Random Testing

Employees who occupy any safety or security sensitive positions shall be subject to random drug testing.

B. Federal Testing

Employees who are required to be tested pursuant to Federal laws and/or Federal regulations shall be tested in accordance with those laws and regulations.

Section 3. Testing Procedures and Guarantees

A. Employer Testing

1. Employees shall have the right to consult with a Union representative, if one is available, and a Union representative may accompany the employee to the specimen collection site as long as reasonable suspicion is cause for the testing. Employee cannot delay testing because of the unavailability of any Union representative.
2. The random testing pools for employees shall be maintained on Commission-wide basis that includes all employees of the Commission who are subject to random testing. The percentage of employees to be tested annually will vary, at up to 30% of the random testing pool.
3. Covered employees will be selected from the random selection pool by a computer-driven random number process based upon all positions for which testing is required.
4. A test result which indicates a .04% blood alcohol level will be considered a positive test. No consequences will attach to any result below a .04% level.
5. The employee shall be responsible for the cost of all follow-up alcohol and drug tests that are ordered by the Employer.

B. Federal Testing

1. The Employer will comply with Federal Motor Carrier Safety Administration (FMCSA) regulations requiring alcohol and drug testing of all “safety sensitive” employees and employees required to obtain a commercial driver’s license (CDL). The Employer will also comply with any other federal law and regulations covering the control of substance abuse in the workplace. Any policies or guidelines proposed by the Employer to comply with these regulations will be provided to the Union. The Employer will comply with any bargaining obligations as required by law.

Section 4. General Provisions Applicable to All Testing

- A. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results if the release of such information is authorized, in writing, by the affected employee.
- B. Periodically, at the Union’s discretion, the Union shall have the opportunity to audit the Employer’s sampling and testing procedures.
- C. If the employee is sent home after notice is received by the Employer that the employee tested positive, the Employer shall place the employee on administrative leave without pay pending notice of disciplinary meeting.
- D. All sample collection shall be conducted off-site by professional non-Employer personnel subject to the requirements of the testing lab unless the parties mutually agree to an alternative sample collection process.
- E. Travel time and testing are to be considered “time worked” for compensation purposes.

Section 5. Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her agency head or his/her designee, within five (5) days after he/she is convicted of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Employer is required to notify any federal agency with which it has a contract or grant within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee’s failure to report a conviction will subject such employee to disciplinary action, up to and including termination. Employer may take disciplinary action or may refer such employees for treatment.

Section 6. Disciplinary Action

On the first occasion in which an employee is determined to be under the influence of, or using, alcohol or other drugs, while on duty, (as confirmed by testing), employee will be suspended without pay. The employee shall be given the opportunity to enter into and successfully complete a substance abuse program. No disciplinary action shall be taken against the employee for a first offense,

provided that employee brought their medical problem to the attention of the Personnel Director or his/her designee **prior** to the receipt of the employee's test result and provided he/she successfully completes the program. Last chance agreements shall not be effective for longer than five (5) years, except if any of the following situations led to the drug or alcohol testing, in which case the last chance agreement shall be of unlimited duration:

1. Any accident involving a fatality;
2. Any accident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away; or
3. Any accident in which the driver is cited and off-site medical treatment for any person was required.

Employees on their initial probationary period who test positive for drugs or alcohol from either a random or reasonable suspicion test shall be terminated on the first occasion in which they test positive for alcohol or other drugs.

Section 7. Medical Marijuana

Employees should note that a prescription to use medical marijuana will not excuse them from drug testing or prevent the employer from taking necessary action in response to a drug test. Employees who have a medical marijuana prescription must provide a copy to the Personnel Director or his/her designee before any medical use. If an employee who is prescribed medical marijuana cannot perform the essential functions of his or her job while under the influence of medical marijuana, PVWC is not obligated to continue to employ him or her.

Workplace Violence Policy:

PVWC will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for discipline and/or termination and will be fully prosecuted. This includes any violence or threats made on PVWC property, at PVWC events or under other circumstances that may negatively affect PVWC's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on PVWC property or while on PVWC business except for those employed in a law enforcement or security capacity; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be immediately reported. PVWC will actively intervene in any potentially hostile or violent situation.

General Anti-Harassment Policy:

It is PVWC's policy to prohibit harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AID or HIV infection), liability for service in the United States armed forces, and/or any other characteristic protected by law. While it is not easy to precisely define harassment, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, unwanted touching or invasion of personal space, and other similar verbal or physical conduct.

If an employee witnesses or believes he or she has experienced harassment, the employee should immediately notify his or her supervisor, Department Head, Personnel Director or other appropriate person as indicated in the section of this Manual that sets forth the Employee Complaint Policy.

Harassment of any employees in the scope of their employment by non-employees shall also be a violation of this policy. Any employee who believes he or she has experienced harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor, Department Head or Personnel Director. Appropriate action will be taken against the non-employee.

Notification of appropriate personnel of any harassment is essential to the success of this policy and PVWC cannot resolve a harassment problem unless it is aware of it. Therefore, it is the responsibility of all employees to notify the appropriate officials of any harassment so that PVWC may take steps to correct the harassment.

Violation of this harassment policy will result in disciplinary action, up to and including immediate discharge.

Anti-Sexual Harassment Policy:

It is PVWC's policy to prohibit sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. PVWC prohibits sexual harassment in the workplace or at any other location at which PVWC-sponsored activity takes place. The purpose of this policy is to not to regulate personal morality or to encroach upon one's personal life, but to demonstrate strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an unreasonably intimidating, hostile or offensive work environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations, and/or physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that he or she has experienced sexual harassment, he or she must immediately notify his or her supervisor, Department Head, Personnel Director or other appropriate person as indicated in the section of this Manual that sets forth the Employee Complaint Policy.

Harassment of any employee in the scope of his or her employment by non-employees may also be a violation of this policy. Any employee who believes he or she has experienced harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to the supervisor. Appropriate action will be taken against the non-employee.

Notification of appropriate personnel of any harassment is essential to the success of this policy and PVWC cannot resolve a harassment problem unless it is aware of it. Therefore, it is the responsibility of all employees to notify the appropriate officials of any harassment so that PVWC may take steps to correct the harassment.

Violation of this sexual harassment policy will result in disciplinary action, up to and including immediate discharge.

Employee Dating Policy:

The Commission recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the Commission also recognizes that such relationships can be a problem in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among coworkers, or the perception that they generate such problems.

To try to achieve a balance between employee rights and workplace needs, PVWC has adopted the following policy on the subject of supervisor/subordinate dating. If such a relationship exists or develops, both parties involved shall report the fact to A) their immediate supervisor or B) human resources.

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title or civil-service classification, makes or has the authority to make decisions or to take action concerning another employee's compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the Commission.

If the employees involved in the relationship are also in a supervisor/subordinate status, management may take any action which it deems appropriate, up to and including transferring one of the parties so that there is no longer a supervisor/subordinate relationship between them. In addition, management reserves the right to address any workplace issues that may result from that relationship in the manner it deems appropriate.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. The Commission regards a violation of this policy as particularly serious because such workplace relationships can cause favoritism, discrimination, unfair treatment for other interference with municipal operations.

“Whistle Blower” Policy:

Employees have the right under the “Conscientious Employee Protection Act (CEPA)” to complain about any activity, policy or practice that the employee reasonably believes is in violation of a law, rule, or regulation promulgated pursuant to law, without fear of retaliation or reprisal. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received, read and understood this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. This right will also be communicated in the Employee Handbook. All complaints will be taken seriously and promptly investigated.

PVWC shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Department Head, the Executive Director, the Personnel Director the General Counsel other official or to public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1, et seq.) an activity, policy or practice that the employee reasonably believes in violation of the law, or a rule or regulation promulgated pursuant to law;
- Disclosing or threatening to disclose to a supervisor, Department Head, the Executive Director, the Personnel Director the General Counsel other official or to public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1, et seq.) any activity that the employee reasonably believes is fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any member town, customer, employee, former employee, retiree or pensioner of the employer of PVWC.

- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the Executive Director or the Personnel Director in order for the disclosure to be protected. However, this is not required when: (1) the employee is reasonably certain that the violation is known to one or more officials; (2) the employee reasonably fears physical harm; or (3) the situation is an emergency.

Employees are encouraged to complain in writing using the Employee Complaint form. Under the law, the employee must give PVWC a reasonable opportunity to correct the activity, policy or practice. The administration of whistle blower complaints is not subject to the limitations in the Grievance Policy.

Employee Complaint Policy:

Employees who observe action they believe to constitute harassment, sexual harassment or any other workplace wrongdoing shall immediately report the matter to their supervisor. However, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact the Department Head, the Executive Director, the Personnel Director or the General Counsel. Reporting of such incidents is encouraged not only when an employee feels that he or she is the target such incidents, but when an employee observes such incidents involving other employees. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If employees have questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not involved in the alleged harassment or wrongdoing.

There will be no discipline or discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct

or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident.

Complaints Concerning Terms and Conditions of Employment:

It is the policy of the Passaic Valley Water Commission that all employees not covered by collective bargaining agreements who wish to address matters related to the terms and conditions of their employment, e.g. promotions, raises, etc., must address such matters to the Executive Director. The Executive Director, in consultation with the Personnel Director, will then decide whether to bring such matters to the attention of the full Commission. Employees are not permitted to petition individual members of the Commission on issues related to the terms and conditions of their employment. Employees who violate this policy will be disciplined.

This policy does not apply to employees covered by collective bargaining agreements, who must follow the procedures contained within such agreements when seeking to raise issues covered by this memorandum. This policy also does not apply to employees who report directly to the Commission. Finally, this policy does not prevent employees from raising matters of public importance (as opposed to matters that are important to the individual only) with any Commissioner at any time.

Access to Personnel Files Policy:

The official personnel file for each employee shall be maintained by the Personnel Department. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know-basis. Records relating to any medical conditions will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access. Any employee may review his or her own file in the presence of the Personnel Director, or his designee, upon reasonable notice.

Conflict of Interest Policy:

Employees, including PVWC officials, must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of PVWC and avoid any activities that could compromise or appear to compromise their impartiality. **Violations of this policy will result in appropriate discipline up to and including termination.**

PVWC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to PVWC business. However, business deals that appear to create a conflict between the employee and PVWC's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with PVWC a state-mandated disclosure form. PVWC will notify employees and PVWC officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee or PVWC Commissioner, is in a position to influence a PVWC decision that may result in a personal gain for the employee

or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that PVWC may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Executive Director or the General Counsel to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their PVWC responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using PVWC time, supplies or equipment for the outside employment activities. Employees are also prohibited from performing duties for homeowners or businesses "on the side" that could or would otherwise be performed by PVWC. The Executive Director may request employees to restrict outside employment if the quality of PVWC work diminishes. Any employee who holds an interest in, or is employed by, any business contracting with PVWC must submit a written notice of these outside interests to the Executive Director.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their PVWC duties. Under no circumstances are employees to accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with PVWC or any person or firm who seeks to influence or who is in a position to influence PVWC decisions. Employees are required to report to the Executive Director any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

Political Activity Policy:

Employees have the same rights as other citizens to participate in political activities in their personal capacity. These rights must be exercised independently of PVWC duties.

Employees are strictly prohibited from:

- Engaging in political activity while performing PVWC duties
- Using PVWC time, property, equipment, or resources for political purposes
- Using their position at PVWC to promote or influence political campaigns or candidates
- Coordinating political activity with Commissioners, officers, or supervisors in ways that could affect PVWC operations or employment decisions

Any suspected violation must be reported to a supervisor, Department Head, the Executive Director, Personnel Director, or General Counsel.

Employee Discipline Policy:

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and/or visitors.

- Theft or attempted theft of property belonging to PVWC, fellow employees, volunteers or visitors.
- Failure to report to work the day or days prior to or following a vacation holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on PVWC property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs (e.g. cocaine or non-medical marijuana) on PVWC property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on PVWC premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to PVWC or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on PVWC premises and/or during work hours, unless carrying a weapon is function of your job duties.
- Tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards, and any other PVWC or supplier property.
- Failure to perform duties, inefficiency, or substandard performance.
- Unauthorized disclosure of confidential PVWC information.
- Gambling on PVWC premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on PVWC premises.
- Deliberate delay or restriction of your work effort, and or incitement of others to delay or restrict their work effort.
- Conviction of crime or disorderly persons offense.
- Violating any PVWC rules or policies.
- Conduct unbecoming a public employee.
- Violation of PVWC policies, procedures and regulations.
- Violation of Federal, State, or PVWC laws, rules, or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computer, Internet and email.
- Any other reason within the discretion of PVWC.

Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five or less working days. Employees who object the terms or conditions of the discipline may be entitled to a hearing under the applicable grievance procedure and/or Civil Service procedure. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, PVWC believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions, and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; written reprimand; suspension; fines, and dismissal. PVWC may, at its discretion, impose fines in lieu of or in connection with a suspension.

DISCLAIMER: Neither this manual nor any other PVWC guidelines, policies or practices create an employment contract.

Background Checks:

PVWC is responsible for processing, managing and protecting a water supply relied upon by tens of thousands of people. As such, all individuals who apply for employment with PVWC or who, by virtue of contracts entered into with third parties, are required to work on PVWC property must undergo, as a condition of employment, a thorough background check that includes a review of all searchable criminal records, motor vehicle records, civil litigation records, and State Department watch lists. Any employee or prospective employee who is denied employment or removed from employment as a result of information discovered through a background check will be provided with a copy of the adverse information and will be afforded the opportunity to contest the findings or explain the circumstances in the context of a hearing. All records obtained by PVWC in the course of background investigations will be held in strict confidence in accordance with state and federal law.

Employability Proof: After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

Secure Facilities:

Because PVWC is responsible for processing, managing and protecting a critical national resource, all of its facilities, other than the customer service area of the Clifton facility, are secure. No one who is not an employee or Commissioner is permitted to enter the Little Falls facility without a pass and no one who is not an employee or Commissioner is permitted to enter the non-public areas of Clifton facility (including the employee parking area) unless they are meeting with PVWC personnel on PVWC business and are escorted by the appropriate PVWC employee. In addition, employees of PVWC not on duty or carrying on any business of PVWC shall not be permitted in the facilities. Employees who are found to have disregarded this policy or violated it by allowing an unauthorized person to enter PVWC Property will be subject to discipline up to and including termination of employment.

Work Force Reduction Policy:

Pursuant to N.J.A.C. 4A: 8-1.1 PVWC may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority and lateral other re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.)

Driver's License Policy:

Any employee whose work requires the operation of PVWC vehicles must hold a valid driver's license recognized by the State of New Jersey.

All new employees who are assigned work entailing the operating of PVWC vehicles will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment. Periodic checks of employee's driver's licenses visually and through the Department of Motor Vehicles shall be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a PVWC vehicle until such time as a valid license is obtained.

Any employee performing work that requires the operation of a PVWC vehicle must notify the Personnel Director in those cases where a license is expired, suspended or revoked and/or when the employee is unable to obtain an occupational permit from the State Department of Licensing. An employee who fails to report such an instance is subject to disciplinary action, up to and including demotion or termination. An employee who fails to immediately report such revocation or suspension to his or her supervisor and continues to operate a PVWC vehicle shall be subject to discipline, up to and including termination.

Any information obtained by PVWC in accordance with this section shall be used by PVWC only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Motor Vehicle Policy:

Employees who drive cars, trucks, vans and other equipment belonging to PVWC must always obey all traffic laws and exercise extreme caution. Employees may not utilize a hand-held cell phone or other electronic device while driving PVWC vehicles or operating PVWC equipment. While driving PVWC vehicles, employees must always obey all traffic laws and exercise extreme caution. Any employee who is observed using a hand-held cell phone or other electronic device while driving or receives a summons for same will be subject to discipline.

If an employee is involved in a traffic accident while using a Commission vehicle, however minor and regardless of whether the accident occurs during or after work hours, it must be reported to the police before the vehicle is removed from the scene. Thereafter, and as soon as possible, the accident must be reported to the employee's immediate supervisor. If an employee receives a summons while operating a Commission vehicle, that, too, must be reported to the Employee's immediate supervisor as soon as reported to the Employee's immediate supervisor as soon as

possible. Any employee who operates PVWC vehicles or equipment must immediately report any restriction to, or loss of, their driving privileges to the Personnel Department.

Accidents involving Commission vehicles and summonses for motor vehicle violations issued to PVWC employees while operating Commission vehicles will be investigated by the Law Department and the Personnel Department. Employees found to have been responsible for an accident or who plead or are found guilty of a moving violation will be subject to discipline, including termination for serious infractions. In addition, all employees who are disciplined in accordance with this policy will have their driving monitored, both visually and electronically, for a period of one year. Subsequent violations of this policy will result in more serious discipline, including termination.

PVWC reserves the right to monitor driving abstracts of all employees who operate PVWC vehicles or equipment. Driving abstracts will be obtained every year by the Law Department and Personnel Department. Employees whose current driving records evidence unsafe behavior may have their PVWC driving privileges terminated, curtailed, or restricted, depending upon the circumstances.

PVWC reserves the right to send an employee for defensive driver training.

Reporting Arrest Policy:

As a public employer, PVWC has an interest in maintaining public trust, ensuring the safety of employees and the community, and evaluating whether an arrest may affect an employee's ability to perform their duties. Any employee who is arrested for any criminal offense or DWI—whether occurring on or off duty—must report the arrest to the Personnel Department within 24 hours of the arrest or as soon as reasonably possible. If the employee is unable to report personally (e.g., due to being detained), the employee must ensure the report is made as soon as reasonably possible after release.

This requirement applies to all full-time, part-time, probationary, seasonal employees and interns.

Employees must report:

- The date and time of the arrest;
- The arresting agency;
- The charges filed;
- Any restraining orders, conditions of release, or license restrictions that may affect job duties (e.g., loss of driving privileges).

Employees are not required to provide detailed statements regarding the underlying incident beyond the above information. Information regarding an employee's arrest will be handled as confidentially as reasonably possible and disclosed only to those with a legitimate need to know, consistent with New Jersey law, applicable collective bargaining agreements, and any legal, safety, or administrative requirements.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

Job Description Policy:

Pursuant to Civil Service Commission Guidelines, a job description including qualifications shall be maintained for each position if the position is a Civil Service position. All job descriptions must be approved by PVWC. The Personnel Department will make copies available upon request.

Attendance Policy:

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies (as determined solely by PVWC) or when the supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. Employees who violate this policy will be subject to discipline.

Overtime Policy:

The Employer complies with all applicable federal and state laws with regard to payment of overtime work, including the New Jersey Wage and Hour Law and the federal Fair Labor Standards Act.

Under the Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$107,432 per year depending upon their job duties. The Human Resources department shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Executive Director's prior approval and at the sole discretion of the Executive Director.

Depending on work needs, employees may be required to work overtime. Employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Executive Director. Employees working overtime without prior approval will be subject to disciplinary action.

Non-exempt employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek

Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Only time actually worked is considered for purposes of determining overtime compensation.

Dress Code Policy:

PVWC is committed to maintaining a professional, safe, and inclusive work environment. Employees are expected to present themselves in a manner that reflects positively on the

organization and is appropriate for their duties, work setting, and interactions with customers, vendors, or the public.

This policy provides broad guidance while allowing flexibility consistent with modern workplace standards.

1. General Standards

All employees must dress in a manner that is:

- Professional and neat
- Safe for the work being performed
- Appropriate to the employee's role and work location
- Free from offensive, political, or inappropriate graphics, slogans, or imagery
- Consistent with PVWC's values and public-service mission

Clothing should be clean, in good repair, and should not interfere with job performance, mobility, or safety requirements. Employees shall not wear suggestive attire, jeans, athletic clothing, shorts, sandals, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance. Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is impermissible regardless of length.

2. Office / Administrative Employees

For staff working in office, administrative, or customer-service settings, PVWC permits Business Casual attire, including:

Acceptable:

- Slacks, chinos, khakis
- Dresses, skirts, and business-appropriate tops
- Collared shirts, blouses, sweaters, dress shirts
- Professional-looking denim in good condition (no rips or excessive fading)
- Closed-toe or professional open-toe shoes; clean sneakers acceptable if in good repair
- PVWC-branded apparel

Not Acceptable:

- Clothing with offensive, political, or controversial messages
- Ripped jeans or distressed clothing
- Crop tops, strapless tops, or clothing that reveals undergarments
- Flip-flops, beachwear, or slippers
- Athletic wear (unless part of an approved wellness event or dress-down day)

Supervisors may require more formal attire for board meetings, public presentations, or customer-facing events.

3. Field, Operations, and Technical Employees

Employees working in plants, distribution systems, or field operations must comply with all safety, PPE, and uniform requirements, including:

- Steel-toe footwear (where required)
- Safety vests and hard hats
- Flame-resistant (FR) or high-visibility clothing, as applicable
- Any other equipment or attire mandated by OSHA, PVWC policy, or job-specific hazards

Uniforms must be worn as issued and kept in good condition. Non-compliant clothing that compromises safety is strictly prohibited. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

No Smoking Policy:

PVWC has adopted a smoke-free policy for all of its property and in all of its buildings. PVWC property and facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere on PVWC property. Smoking inside vehicles owned by PVWC and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

Telephone Usage Policy:

PVWC telephones are for official business and employees may make a personal call only to inform their family of unexpected overtime. Charges for all other personal calls must be reimbursed to PVWC. The use of hand-held cell phones or other electronic devices while driving PVWC vehicles or while driving on business is prohibited and employees who are observed or receive a summons for using a hand-held cell phone or other electronic device while driving will be subject to discipline.

Email, Voice Mail, Computer and Internet Usage Policy:

PVWC E-mail, voice mail and Internet are for official business and use for non-business purposes is prohibited. All PVWC e-mail, voice mail and Internet messages are official documents subject to the provisions of the Access to Public Records Act.

PVWC reserves the right to monitor, obtain, review and disclose all e-mail messages, computer files, voice mail and Internet messages and other information stored on computers and communications systems owned, operated, or maintained by PVWC as deemed necessary and appropriate within PVWC's discretion, and regardless of whether the information is of a business or personal nature. By using PVWC e-mail, computer systems, voice mail, and the Internet, each user agrees that PVWC has unrestricted access and the right to disclose all information communicated or stored on the e-mail, computer systems, voice mail and Internet for any legitimate reason. E-mail shall not be used to harass, torment or disparage another party. Offensive and harassing communications are unacceptable and prohibited.

Social Media Policy:

The term "social media" as used in this Manual, should be broadly understood to include blogs, wikis, microblogs, message boards, chat rooms, **messaging apps**, electronic newsletters, online

forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner. Specific examples of social media include, but are not limited to, Facebook, Twitter/X, MySpace, LinkedIn, Instagram, SnapChat, Telegram, Vine, and YouTube.

Employees must comply with all PVWC rules and regulations when using social media on behalf of PVWC, or when referring to PVWC in their personal use of social media. Employees who observe violations of PVWS's rules and regulations on social media should report these violations to their supervisor or Department Head, the Executive Director, the Personnel Director, or the General Counsel in accordance with the Employee Complaint Policy. The following additional rules apply to PVWC employees in their use of social media either on behalf of or in reference to PVWC:

- Disclosure of PVWC's confidential or proprietary information is prohibited.
- Disclosure of information discovered in the course of employment and in which a PVWC employee or Commissioner may have an expectation of privacy is prohibited. Before posting a picture or likeness of or specifically referencing any employee or Commissioner on social media, employees must obtain permission from the affected employee or Commissioner.
- Use of social media for personal reasons on PVWC time or equipment is prohibited.
- Employees must abide by all applicable laws. Thus, employees are prohibited from making statements on social media that are defamatory, harassing, or discriminatory.
- Employees are prohibited from making willfully false statements of fact.
- Employees are prohibited from posting pictures, statements, or other communications that tend to compromise the public's confidence in PVWC.

The following additional rules apply regardless of whether the employee references PVWC in his or her use of social media:

- Employees are prohibited from using social media to communicate information tending to create a hostile work environment at PVWC.
- Employees are prohibited from using social media to communicate information tending to compromise the security of PVWC and its employees and Commissioners.

Employees are encouraged to use their best judgment at all times when using social media. In the event an employee requires clarification of PVWC's social media policy, he or she should seek assistance from his or her supervisor or Department Head, the Executive Director, the Personnel Director, or the General Counsel.

Recording in the Workplace Policy:

To protect employee privacy, maintain a professional work environment, and safeguard confidential business information, PVWC prohibits employees from making any audio, video, or photographic recordings in the workplace or at any PVWC facility or premises without prior authorization.

Employees may **not** record, photograph, or live-stream:

- Conversations or meetings (in person or by phone) whether they are business-related or personal;
- Coworkers, supervisors, clients, or visitors;
- Any work activity or workspace;
- Any Company documents, screens, or materials.

This applies to all recording-capable devices, including but not limited to, smartphones, tablets, laptops, and wearables, and any equipment with recording capability.

Recording is allowed only when:

1. Approved in advance by Human Resources or senior management for legitimate business, training, safety, or compliance purposes;
2. Conducted by PVWC-managed security or monitoring systems; or
3. Required by law, with prior notice to Human Resources when legally permissible.

Unauthorized recordings violate PVWC policy, confidentiality rules, and privacy expectations. Employees who believe this policy has been violated should notify Human Resources.

Bulletin Board Policy:

The bulletin boards located in PVWC administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Personnel Director may post, remove, or alter any notice.

Badges:

Employees are responsible for maintaining their PVWC-issued I.D. badges. Employees are to report the loss of an I.D. badge immediately to the Personnel Office. Employees are not permitted to obtain a new I.D. badge until the loss has been reported and necessary corrective action has been taken.

Sick Leave Policy:

Employees are provided up to 15 paid days of sick leave per calendar year. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of serious illness of family member. Employees must submit a doctor's verification of illness or injury if requested to do so by PVWC. If an employee is tending to an immediate family member, including civil union partner, a doctor's verification of that individual's condition is required. PVWC may require an employee to be examined by a physician designated by PVWC, prior to returning to work, to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

Absences have a tendency to fall disproportionately around weekends. As a result, any employee who is out on the following days must have the need for such absence verified by a physician prior to returning to work:

- Friday and Monday in the same seven-day period.
- Thursday and Friday in the same seven-day period.
- Monday and Tuesday in the same seven day period.

In addition to the above, any employee who has taken more than three Fridays or Mondays (or any combination of Fridays and Mondays) due to illness in any calendar year, must obtain medical verification before returning to work from the fourth such Friday or Monday absence.

If you will be out in a manner covered by this policy, please contact the Personnel Director, who will schedule an appointment for you with a doctor chosen, and paid for, by the Commission. It will not be an excuse that you were not able to obtain an appointment with your own physician. Employees who violate this policy will be disciplined for sick time abuse.

The Commission specifically reserves the right to seek medical verification for absences taken at times not covered by this policy. If you have any questions concerning this policy, please contact the Personnel Director.

Domestic Violence Abuse Leave Policy:

PVWC complies with the New Jersey SAFE Act. The New Jersey Security and Financial Empowerment Act (“NJ SAFE Act”), P.L. 2013, c.82, provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during each of 20 or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19, or a victim of a sexually violent offense, as that term is defined in N.J.S.A. 30:4-27.6. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

(1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s child, parent, spouse, domestic partner or civil union partner

(2) Obtaining services from a victim services organization for the employee or the employee’s child, parent, spouse, domestic partner, or civil union partner

(3) Obtaining psychological or other counseling for the employee or the employee’s child, parent, spouse, domestic partner or civil union partner

(4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner or civil union partner

(5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or

(6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation leave, personal leave, or medical or sick leave that the employee elects to use or which the employer requires the employee to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, N.J.S.A. 34:11B-1 et seq., or the federal Family and Medical Leave Act, 20 U.S.C. 2601 et seq., the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the employer with written notice of the need for the leave. The employee must provide the employer with written notice as far in advance as reasonable and practicable under the circumstances. The employer has the right to require the employee to provide the employer with documentation of the domestic violence or sexually violent offense that is the basis for the leave. The employer must retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by federal or State law, rule or regulation.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

Leave of Absence Policy:

Personal leaves of absence are granted at the sole discretion of PVWC if the leave does not cause undue operational disruption. Employees granted a personal leave of absence must include the use

of any accrued vacation and sick leave time, regardless of length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, PVWC may extend a leave of absence for an additional period of time, if such extension is considered in the best interests of PVWC.

Family and Medical Leave Policy:

Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act (“FMLA”). Employees also may be eligible for family leave pursuant to the New Jersey Family Leave Act (“FLA”).

FMLA: In order to be eligible for such leave under the FMLA, an employee must have at least one (1) year of service with PVWC and 1,250 hours of work during the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of leave per year for the employee’s own serious health condition that prevents the employee from performing the essential functions of his or her job, or to care for an immediate family member with a serious health condition.

FLA: In order to be eligible for such leave under the FLA, an employee must have at least one (1) year of service with PVWC and 1,000 hours of work. Eligible employees may receive up to twelve (12) weeks of leave every twenty-four (24) months to care for a newborn within twelve months of birth or adoption, or to care for an immediate family member with a serious health condition.

Civil Union partners are classified as “family members.”

During the leave period, the employee’s health benefits will be continued on the same terms as coverage would have been provided had the employee been employed continuously during the entire leave. However, during the term of any unpaid leave, the employee will be required to pay the premium cost. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Eligible employees who take leave under this policy must provide written notice and must use all accrued available sick and vacation days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician’s certificate. An extension past twelve (12) weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. PVWC reserves the right to deny any request for extended leave. Additional information concerning the Family and Medical Leave Policy and eligibility requirements is available from the Personnel Department.

Military Leave Policy:

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (The paid leave will be counted against any available time including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under PVWC group plan by taking advantage of COBRA provisions. Members of the State administered retirement systems (PER and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee release from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

Punching in and out Policy:

All employees of PVWC, with the sole exception of the Executive Director, must punch in and out. Employees will be granted only one missed punched in/out in any 30 day-period. This will include punches for arrivals, lunches, and departures.

Employees who miss more than one punch will be subject to disciplinary action. This may include, but is not limited to, suspension.

Performance Evaluation Policy:

The Employer recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Employer requires supervisors to conduct performance appraisals to ensure that:

- (1) each employee receives feedback on objectives, accomplishments, strengths, and areas for improvement;
- (2) each employee receives advice from his or her supervisor on ways to improve performance and has the chance to identify with his or her supervisor areas where greater contribution is possible, or where either feels more development would be beneficial; and

(3) essential information is recorded concerning strengths and weaknesses of all employees in relation to career development, including potential for advancement and suitability for other positions and training.

The performance evaluation provides the vehicle for a dialogue between the employee and the supervisor and ensures shared expectations of the requirements for the employee's job and the employee's performance in the job. Accordingly, the Employer will use a performance review/evaluation system for all employees.

During performance reviews, supervisors will consider, among others:

- Initiative, dependability and effort
- Knowledge of work
- Attitude and willingness
- Quantity and quality of work
- Disciplinary record
- Attendance and tardiness

A copy of an employee performance evaluation shall be maintained in the employee's personnel file.

Protection and Safe Treatment of Minors Policy:

The Employer is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the Employer is firmly committed to protecting children under the care and supervision of the Employer from all forms of physical, mental, sexual, and emotional abuse. The Employer is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the Employer. The procedures outlined below shall apply to all officials, employees, and volunteers of the Employer.

Acknowledgment of Receipt of Personnel Policies, Procedures and Employee Handbook

I acknowledge that I have received a copy of PVWC's Personnel Policies, Procedures and Employee Handbook Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification for my supervisor, Department Head, or the Personnel Director. No supervisor or other representative of PVWC has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Manual states PVWC's personnel policies in effect on the date of publication. I understand that nothing contained in the Manual may be construed as creating a promise of future benefits or a binding contract with PVWC for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

I further understand that I am an at-will employee unless I am a party to a collective bargaining agreement that states otherwise.

Please sign and date this receipt and return it to the Personnel Department, within 5 days of receipt of the Handbook.

Date: _____

Signature: _____

Print Name: _____

Department: _____

RESOLUTION # 25-192

PASSAIC VALLEY WATER COMMISSION

**RESOLUTION OF PASSAIC VALLEY WATER'S COMMISSION POLICIES
AND PROCEDURES FOR THE
INTERVIEW/HIRING PROCESS**

DATE OF ADOPTION: DECEMBER 17, 2025

Introduced by Commissioner: **RON VAN RENSALIER**

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

WHEREAS, on June 17, 2015, the Passaic Valley Water Commission ("PVWC") adopted a Resolution ("2015 Resolution") governing the interview and hiring process, attached hereto as Exhibit A; and

WHEREAS, PVWC is desirous of modifying the terms of the 2015 Resolution with this superseding Resolution.

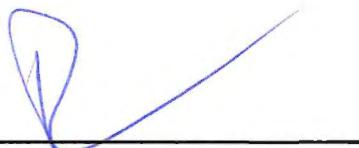
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey, that the following shall be the process by which job applicant resumes shall be reviewed prior to presentation to the full Board of Commissioners:

1. All suitable job applicants shall be interviewed by the following administrators:
 - a. Department Head or Supervisor (relevant to the open position)
 - b. Personnel Director or designee
 - c. Executive Director or designee
2. The Executive Director or designee shall submit their recommendation for hire to the Personnel Committee no less than Twenty-Four (24) hours prior to the next scheduled Personnel Committee meeting.
3. The Personnel Committee shall have the opportunity to review hard copies of all interviewed candidates at the Personnel Committee meeting and shall review the Interview Committee's recommendation for hire.
4. The Personnel Committee shall make its recommendation for hire to the full Board of Commissioners.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.



RIGOBERTO SANCHEZ
President

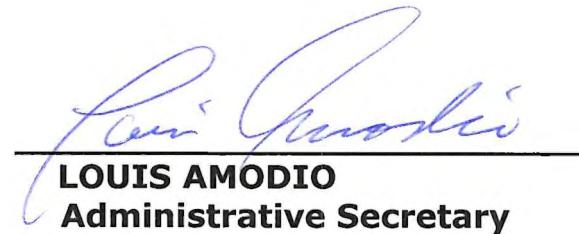


RUBY N. COTTON
Secretary

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on November 25, 2025.



LOUIS AMODIO
Administrative Secretary

EXHIBIT A

RESOLUTION: 15-78
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
POLICIES AND PROCEDURES FOR THE
INTERVIEW/HIRING PROCESS
DATE OF ADOPTION: June 17, 2015

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

Introduced by Commissioner: **BAZIAN**

Seconded by Commissioner: **KOLODZIEJ**

WHEREAS, the Passaic Valley Water Commission (PVWC) desires to formalize the process by which job applicant resumes are reviewed by PVWC prior to presentation to the full Board of Commissioners; and

WHEREAS, PVWC's policies and procedures for the interview/hiring process shall be as follows:

1. All job applicant resumes shall be submitted to the Personnel Director at least thirty (30) days prior to their review by the Personnel Committee.
2. All suitable job applicants shall be interviewed by the following administrators (the "Interview Committee"):
 - a. Department Head (relevant to the open position)
 - b. Personnel Director
 - c. Executive Director or designee
3. The Interview Committee shall submit their recommendation for hire to the Personnel Committee no less than Twenty-Four (24) hours prior to the next scheduled Personnel Committee meeting.
4. The Personnel Committee shall receive copies of all submitted resumes and shall review the Interview Committee's recommendation for hire.
5. The Personnel Committee shall make its recommendation for hire to the full Board of Commissioners:

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

1. That PVWC's policies and procedures for the interview/hiring process set forth hereinabove are hereby authorized and approved.
2. That the appropriate officers, employees and officials of PVWC are hereby authorized and directed to perform such acts 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.				X
LEVINE, J.	X			
GRADDY, R.	X			
KOLODZIEJ, G.	X			
BAZIAN M.	X			
DE VITA, T.	X			
CLEAVES, C.	X			

Adopted at a meeting of Passaic Valley Water Commission.



President

CHRYSTAL CLEAVES



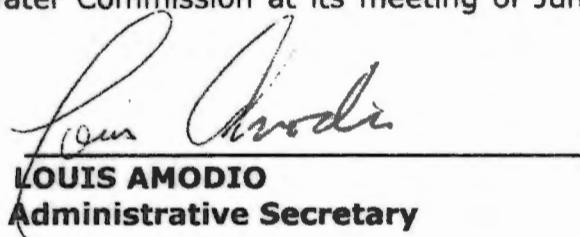
Secretary

THOMAS P. DE VITA

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of a legal quorum of the Original Resolution duly passed and adopted by a majority of the full membership of the Passaic Valley Water Commission at its meeting of June 17, 2015.



LOUIS AMODIO
Administrative Secretary

RESOLUTION: 25-193
RESOLUTION OF PASSAIC VALLEY WATER COMMISSION
DATE OF ADOPTION: DECEMBER 17, 2025

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

Introduced by Commissioner: **RON VAN RENSALIER**

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

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

WHEREAS, these water systems are fully operational, running independently of each other, and serve a mix of residential and commercial customers in different neighborhoods of the Township; and

WHEREAS, the officers of PVWC recommend a sale of these water systems to potential buyers who are qualified and capable of immediately operating and maintaining the water systems in full compliance with all applicable federal, state, and local laws and regulations governing the provision of clean and safe drinking water; and

WHEREAS, various water works in the State have expressed an interest in buying one or both of these water systems; and

WHEREAS, PVWC has prepared a preliminary framework and schedule for how to sell these water systems to the highest bidder. PVWC recommends issuing a Request for Proposals ("RFP") giving potential buyers the option to put in an offer to purchase either one of the water systems and/or both water systems together. Accordingly, NW Financial has prepared the draft RFP, a copy of which is attached

hereto as **Exhibit 1**, along with a proposed schedule, a copy of which is attached hereto as **Exhibit 2**; and

WHEREAS, under the proposed schedule, closing on the sale is not expected to occur until sometime in September 2026 for two main reasons: (i) the tentative buyer(s) will need to be qualified and approved by New Jersey Department of Environmental Protection ("NJDEP"), and Board of Public Utilities ("BPU") if the buyer is not another public entity before the sale can be consummated, and (ii) PVWC must work with and secure the consent of the Office of State Comptroller ("OSC") at various points in the process including reviewing RFP terms, reviewing submissions from bidders, and final approval of sale;

WHEREAS, under the proposed schedule, the RFP is not expected to be issued until January 20, 2026 (after OSC review) and RFP submissions are not due until April 2026 to accommodate the significant due diligence that PVWC anticipates potential buyers will need to perform before they can commit to a proposal; and

WHEREAS, the draft RFP and schedule (**Exhibits 1 & 2**) are subject to change by OSC; 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 sell the referenced water systems.
2. That appropriate officials and employees of the PVWC be and are hereby directed to implement the terms and intentions of this Resolution as set forth hereinabove including but not limited to finalizing the RFP terms, working with State and local officials as required by law, performing such acts and execute such documents as are necessary to select a buyer for each or both systems, and

providing their award recommendations to this Commission for review and approval.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

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

Adopted at a meeting of Passaic Valley Water Commission.

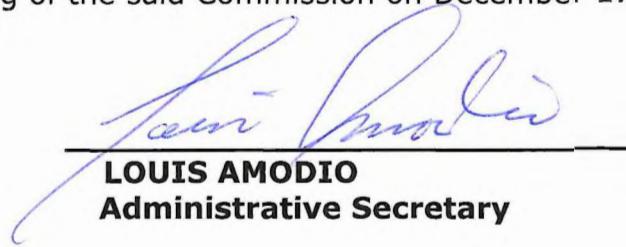
President
RIGO SANCHEZ

Secretary
RUBY COTTON

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

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on December 17, 2025.



LOUIS AMODIO
Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**Contract No. 23-V-10
Draft Request for Proposals
To Sell Selected Water Systems**

Exhibit A

PASSAIC VALLEY WATER COMMISSION

**Draft Schedule for RFP
through to Closing on Sale**

Exhibit B