

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

MEETING MINUTES

FEBRUARY 15, 2024

The Regular Meeting of The Southeast Morris County Municipal Utilities Authority ("SMCMUA" or the "Authority") was held on February 15, 2024, at 7:00 PM prevailing time in the Board Room at the offices of SMCMUA at 19 Saddle Road, Cedar Knolls, New Jersey.

The Chairman called the meeting to order at 7:00 PM and read the attached statement of Public Notice (Sunshine Law) and caused same to be entered into the minutes of the meeting.

ROLL CALL

PRESENT: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

ABSENT: None

Also present were the following: Drew Saskowitz, Executive Director; Charles Maggio, Chief Financial Officer; Sophia Dyer, Principal Engineer; Nicholas Buono, IT Director; Heather Brandao, HR Manager; Alexis Bozza, Executive Administrative Assistant; and David J. Ruitenber, Esq., General Counsel to SMCMUA.

PUBLIC COMMENT

Chairman Marucci stated the next portion of the meeting was set aside for public comment. No one from the public was present. The Chairman then closed the public portion of the meeting.

MOTION APPROVING MINUTES OF FEBRUARY 1, 2024

Copies of the minutes of the meeting held on February 1, 2024, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved that the minutes be adopted as presented. Member Huber seconded the motion which was duly adopted by the Members.

RESOLUTION – APPROVAL OF SECOND FEBRUARY 2024 LIST OF BILLS

Copies of the second bill list for February 2024 were distributed to the Members prior to the meeting for comment and approval. Member Chumer moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 14-24

RESOLUTION AUTHORIZING PAYMENT OF SECOND LIST OF BILLS FOR FEBRUARY 2024

“COPY ANNEXED”

Member Rotando seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

OTHER BUSINESS

- A. Resolution Increasing Authorized Amounts for Use of Vendors through the Morris County Cooperative Pricing Council

The Members reviewed a memorandum from the Chief Financial Officer dated February 6, 2024. SMCMUA is a participant in a Cooperative Pricing Agreement with the Morris County Cooperative Pricing Council (“MCCPC”). The purchase of work, materials and supplies through Cooperative Pricing Programs, such as the MCCPC, is authorized without additional advertising by the participants under Section 11 (5) of the Local Public Contracts Law, N.J.S.A. 40A:11-11(5). The Board previously authorized the use of Rio Supply and Nielsen Ford. It was requested that the authorized amounts for each be increased. The Treasurer certified the availability of funds in the 2024 Budget. Member Rotando moved and offered the following resolution:

RESOLUTION NO. 15-24

RESOLUTION INCREASING AUTHORIZED AMOUNTS FOR USE OF VENDORS THROUGH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL

“COPY ANNEXED”

Member Huber seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

B. Resolution Increasing Authorized Amount for Use of Vendor through the North Jersey Wastewater Cooperative Pricing System

The Members reviewed a memorandum from the Chief Financial Officer dated February 6, 2024. SMCMUA is a participant in a Cooperative Pricing Agreement with the North Jersey Wastewater Cooperative Pricing System ("NJWCPS"). The purchase of work, materials and supplies through Cooperative Pricing Programs, such as the NJWCPS, is authorized without additional advertising by the participants under Section 11 (5) of the Local Public Contracts Law, N.J.S.A. 40A:11-11(5). The Board previously authorized the use of Municipal Maintenance. It was requested that the authorized amount be increased. The Treasurer certified the availability of funds in the 2024 Budget. Member Rotando moved and offered the following resolution:

RESOLUTION NO. 16-24

RESOLUTION INCREASING AUTHORIZED AMOUNT FOR USE OF VENDOR THROUGH THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

"COPY ANNEXED"

Member Webster seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

C. Resolution Authorizing Transfer of Funds between Operating Budget Appropriations

The Members reviewed a memorandum from the Chief Financial Officer dated February 4, 2024. An analysis of the status of the 2024 Operating Budget resulted in the need for a fund transfer. Member Kiracofe moved and offered the following resolution:

RESOLUTION NO. 17-24

RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN OPERATING BUDGET APPROPRIATIONS

"COPY ANNEXED"

Member Clarke seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

D. Resolution Authorizing Extension of Competitive Contract for Consulting Services in connection with Financial Advisory Services

SMCMUA entered into a contract dated March 1, 2023, with Acacia Financial Group, Inc. ("Acacia"), for consulting services in connection with financial advisory services (the "Contract"). The Contract was for an initial term of one year with an option to renew by SMCMUA for up to four additional years under certain conditions as permitted by N.J.S.A. 40A:11-4.2 of the Local Public Contracts Law. The Chief Financial Officer recommended that the Contract be extended for a period of one year. The Members found, based upon a memorandum of the Chief Financial Officer dated February 6, 2024, a copy of which was reviewed, that the services are being performed by Acacia under the Contract in an effective and efficient manner. The extension will be on the same terms and conditions, including price, as set forth in the existing Contract. The maximum cost to SMCMUA is \$20,000.00 covering a one-year period. The Treasurer certified that there are sufficient funds available in the 2024 Budget. Member Chumer moved and offered the following resolution:

RESOLUTION NO. 18-24

RESOLUTION AUTHORIZING EXTENSION OF COMPETITIVE CONTRACT FOR CONSULTING SERVICES IN CONNECTION WITH FINANCIAL ADVISORY SERVICES

"COPY ANNEXED"

Member Rotando seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

E. Resolution Authorizing Award of a Professional Service Contract for Engineering Services in connection with Headquarters Facility Improvements

The Authority requested proposals for professional engineering services in connection with Headquarters Facility Improvements. The proposal from EI Associates, dated January 18, 2024, in the not to exceed amount of \$216,711.30, was reviewed by the Engineering Manager as set forth in a memorandum dated February 6, 2024, a copy of which was reviewed by the Members. It was recommended that this Contract be awarded to EI Associates as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law). EI Associates completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through

the term of the contract. The Treasurer certified that sufficient funds are available in the 2024 Budget. Member Huber moved and offered the following resolution:

RESOLUTION NO. 19-24

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT FOR
ENGINEERING SERVICES IN CONNECTION WITH HEADQUARTERS FACILITY IMPROVEMENTS

“COPY ANNEXED”

Member Rotando seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman,
Rotando and Webster

NOES: None

F. Resolution Authorizing Closed Session Discussions

Chairman Marucci had been advised by Counsel that the following item on the agenda may be excluded from the portion of the meeting open to the public pursuant to the exception set forth in the Open Public Meetings Act. He then moved the following resolution:

Resolved that the discussion of contract negotiations with New Jersey Water Utilities United Local No. 1 be held in closed session pursuant to subsection 4 of Section 12b of the Open Public Meetings Act (NJSA 10:4-6 et seq.); and

Be it further resolved that since the discussion is to be conducted in closed session as permitted by the Act and is to involve questions of attorney/client privilege, it is not known at this time when, or if, the contents of the discussion may be disclosed.

RESOLUTION NO. 20-24

RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSIONS

“COPY ANNEXED”

Member Chumer seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman,
Rotando and Webster

NOES: None

[ENTER CLOSED SESSION.]

[RESUMPTION OF PUBLIC SESSION.]

G. Resolution to Approve and Ratify Contract between New Jersey Water Utilities United Local 1 and The Southeast Morris County Municipal Utilities Authority

The Members reviewed the signed Memorandum of Agreement (MOA) and attached schedules between the Authority and New Jersey Water Utilities United Local 1. A resolution would ratify the MOA, which has been accepted by the Union, and requires ratification of the Authority. Upon ratification, the MOA will and is intended to be incorporated in a formal Collective Negotiations Agreement between the Authority and the Union. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and are hereby authorized and directed to execute an appropriate successor collective negotiations agreement upon finalization of same, on behalf of the Authority as the act of the Authority without further approval of the Members. Member Chumer moved and offered the following resolution:

RESOLUTION NO. 21-24

RESOLUTION TO APPROVE AND RATIFY CONTRACT BETWEEN NEW JERSEY WATER UTILITIES UNITED LOCAL 1 AND THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

“COPY ANNEXED”

Member Rotando seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

H. Report of the Ad Hoc Lead Service Line Regulation Committee

The Members reviewed a report of the Ad Hoc Lead Service Line Regulation Committee from its meeting held on February 8, 2024, which was distributed to the Members prior to the meeting for review and comment. Mr. Rotando provided a summary of the report for discussion.

I. Resolution Amending and Revising Resolution No. 13-24 Entitled “Resolution Authorizing Execution of an Agreement with the Commissioner of Transportation of the State of New Jersey regarding the Design and Construction of Hanover Avenue (CR 650), Bridge over I-287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County”

Mr. Ruitenber recalled that the Authority duly adopted Resolution 13-24 entitled “Resolution Authorizing Execution of an Agreement with the Commissioner of Transportation of the State of New Jersey regarding the Design and Construction of Hanover Avenue (CR 650), Bridge over I-287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County” on February 1, 2024 (the “Resolution”). The Resolution failed to include authorization to execute the accompanying Utility Engineering and Construction Agreement Municipal Amendment (“Amendment”) that had also been requested by the

Commissioner of Transportation, State of New Jersey (the "State") to be executed in conjunction with the Agreement regarding the design and construction of Hanover Avenue (CR 650), Bridge Over I-287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County (the "Agreement"). The Agreement and Amendment provide that the Authority's right to occupy the public right-of-way, subject to conditions imposed by the State, is in no way mitigated by the Agreement and Amendment. General Counsel has approved the form of Agreement and Amendment and the Authority has determined it to be in its best interest to cooperate with the State in connection with the Project. Member Kiracofe moved and offered the following resolution:

RESOLUTION NO. 22-24

RESOLUTION AMENDING AND REVISING RESOLUTION NO. 13-24 ENTITLED "RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW JERSEY REGARDING THE DESIGN AND CONSTRUCTION OF HANOVER AVENUE (CR 650), BRIDGE OVER I-287, DECK REPLACEMENT WITH SUPERSTRUCTURE AND SUBSTRUCTURE REHABILITATION LOCATED IN HANOVER TOWNSHIP, MORRIS COUNTY"

"COPY ANNEXED"

Member Chumer seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Marucci; Members Chumer, Clarke, Huber, Kiracofe, Loughman, Rotando and Webster

NOES: None

SUCH OTHER MATTERS TO LEGALLY COME BEFORE THE BOARD

1. Member Clarke requested an update on PFOAS settlement. Mr. Ruitenber would arrange to have class action counsel at the next Board meeting.

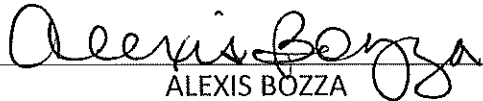
REPORTS

- A. Engineering Division – January 2024
- B. Finance Division – January 2024
 1. Human Resources – January 2024
- C. Information Technology Division – January 2024
- D. Operations Division – January 2024
- E. Water Quality Division – January 2024

ADJOURNMENT

There being no further business, Member Chumer moved that the meeting be adjourned. Member Webster seconded the motion which was duly adopted by the Members. The meeting adjourned at 8:10 PM.

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



ALEXIS BOZZA
Assistant Secretary

SUNSHINE LAW STATEMENT

Adequate notice of this meeting has been provided in accordance with the provisions of the "Open Public Meetings Act", in the following manner:

1. By posting a copy of the Annual Notice of SMCMUA's regular meetings on the Bulletin Board at SMCMUA's offices at 19 Saddle Road, Cedar Knolls, New Jersey, and by delivering copies of such notice for posting at similar public places in the municipal buildings of the Town of Morristown, the Townships of Hanover and Morris and the Borough of Morris Plains on February 5, 2024; and
2. By providing copies of the Annual Notice to the clerks of the Townships of Chatham, Harding, Mendham, Randolph and Parsippany-Troy Hills, the Boroughs of Florham Park, Madison and Wharton, and the County of Morris on February 5, 2024; and
3. By providing copies of the Annual Notice for publication to the Daily Record and the Star Ledger on February 5, 2024.



- 19 Saddle Road
Cedar Knolls, NJ 07927
- (973) 326-6880
- (973) 326-6864
- customerservice@smcmua.org
- smcmua.org

Resolution No. 14-24

RESOLUTION AUTHORIZING PAYMENT OF SECOND FEBRUARY 2024 LIST OF BILLS

BE IT RESOLVED that authorization is hereby granted to make payment of the following list of bills:

OPERATING FUND

Total Salary and Wages	\$ 201,306.03
Total Operating Fund Checks and Wire Transfers	\$ 380,144.20

CAPITAL FUND

Total Capital Fund Expenditures	<u>\$ 630,092.80</u>
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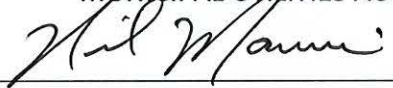
TOTAL OF SECOND FEBRUARY 2024 LIST OF BILLS	\$ 1,211,543.03
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ATTEST:



 ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
 MUNICIPAL UTILITIES AUTHORITY



 NICOLA MARUCCI, Chairman

Dated: February 15, 2024

Board Members

Morristown:
 Arthur Clarke
 Max Huber

Morris Township:
 Michael Chumer
 Matthew Loughman

Morris Plains:
 Ralph R. Rotando
 Patricia Webster

Hanover Township:
 Nathan Kiracofe
 Nicola Marucci

Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available (\$1,211,543.03) for payment of the resolution entitled Resolution Authorizing Payment of Second February 2024 List of Bills in SMCMUA's 2024 Budget.



CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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Resolution No. 15-24

RESOLUTION INCREASING AUTHORIZED AMOUNTS OF APPROVED VENDORS THROUGH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL

WHEREAS, SMCMUA is a participant in a Cooperative Pricing Agreement with the Morris County Cooperative Pricing Council ("MCCPC"); and

WHEREAS, the purchase of work, materials and supplies through Cooperative Pricing Programs, such as the MCCPC, is authorized without additional advertising by the participants under Section 11 (5) of the Local Public Contracts Law, N.J.S.A. 40A:11-11(5); and

WHEREAS, the vendors listed in Exhibit "A" attached hereto were awarded contracts by the MCCPC for and including the budget year 2024; and

WHEREAS, SMCMUA wishes to purchase items from such authorized vendors approved by the MCCPC; and

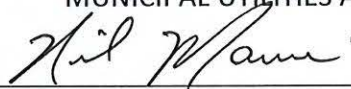
WHEREAS, the costs are estimated not to exceed the amounts stated; and

WHEREAS, the Treasurer has certified the availability of funds in the 2024 Budget;

NOW THEREFORE BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the vendors listed in Exhibit "A" be authorized as set forth below for the budget year 2024.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

NICOLA MARUCCI, Chairman

Dated: February 15, 2024

Board Members

Morristown:
Arthur Clarke, JD, CGM
Max Huber

Morris Township:
Michael Chumer, PhD
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nathan Kiracofe, EIT
Nicola Marucci, PE

Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio, CMFO, QPA

EXHIBIT "A"

CONTRACT	VENDORS	ITEMS	ACCOUNT NUMBER	ACCOUNT NAME	INITIAL AMOUNT REQUESTED	REVISED AMOUNT REQUESTED
47	Rio Supply	Large Meters	02-00-500-492	Meter Management Program	\$565,000.00	\$715,000.00
15-C	Nielson Ford	Utility Vehicle	02-00-500-487	Vehicles & Equipment	\$96,199.00	\$101,771.00

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the 2024 Budget to purchase work, materials and supplies from the vendors listed below through the Morris County Cooperative Pricing Council in 2024. The costs are estimated not to exceed the amounts stated:

CONTRACT	VENDORS	ITEMS	ACCOUNT NUMBER	ACCOUNT NAME	INITIAL AMOUNT REQUESTED	REVISED AMOUNT REQUESTED
47	Rio Supply	Large Meters	02-00-500-492	Meter Management Program	\$565,000.00	\$715,000.00
15-C	Nielson Ford	Utility Vehicle	02-00-500-487	Vehicles & Equipment	\$96,199.00	\$101,771.00

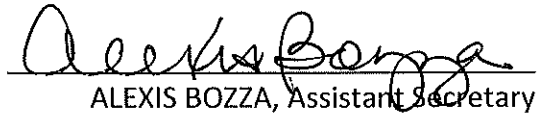


CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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Resolution No. 16-24

RESOLUTION INCREASING AUTHORIZED AMOUNTS OF APPROVED VENDORS THROUGH THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

WHEREAS, SMCMUA is a participant in a Cooperative Pricing Agreement with the North Jersey Wastewater Cooperative Pricing System (“NJWCPS”); and

WHEREAS, the purchase of work, materials and supplies through Cooperative Pricing Programs, such as the NJWCPS, is authorized without additional advertising by the participants under Section 11 (5) of the Local Public Contracts Law, N.J.S.A. 40A:11-11(5); and

WHEREAS, the vendor listed in Exhibit “A” attached hereto was awarded a contract by the NJWCPS for and including the budget year 2024; and

WHEREAS, SMCMUA wishes to purchase items from such authorized vendor approved by the NJWCPS; and

WHEREAS, the cost is estimated not to exceed the amount stated; and

WHEREAS, the Treasurer has certified the availability of funds in the 2024 Budget;

NOW THEREFORE BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the vendor listed in Exhibit “A” be authorized as set forth below for the budget year 2024.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


NICOLA MARUCCI, Chairman

Dated: February 15, 2024

Board Members

Morristown:
Arthur Clarke, JD, CQM
Max Huber

Morris Township:
Michael Chumer, PhD
Matthew Loughman

Morris Plains:
Ralph R. Rotondo
Patricia Webster

Hanover Township:
Nathan Kiracofe, EIT
Nicola Marucci, PE

Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio, CMFO, QPA

EXHIBIT "A"

CONTRACT	VENDORS	ITEMS	ACCOUNT NUMBER	ACCOUNT NAME	INITIAL AMOUNT REQUESTED	REVISED AMOUNT REQUESTED
B-369-4	Municipal Maintenance	Mechanical Assets	02-00-500-494	T&P Wells Pumps Motors Etc.	\$100,000.00	\$206,660.00

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the 2024 Budget to purchase work, materials and supplies from the vendor listed below through the North Jersey Wastewater Cooperative Pricing System in 2024. The cost is estimated not to exceed the amount stated:

CONTRACT	VENDORS	ITEMS	ACCOUNT NUMBER	ACCOUNT NAME	INITIAL AMOUNT REQUESTED	REVISED AMOUNT REQUESTED
B-369-4	Municipal Maintenance	Mechanical Assets	02-00-500-494	T&P Wells Pumps Motors Etc.	\$100,000.00	\$206,660.00

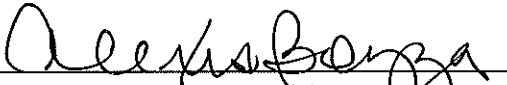


CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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Resolution No. 17-24

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN
OPERATING BUDGET APPROPRIATIONS

WHEREAS, the Authority’s Chief Financial Officer/Treasurer has advised that there are certain budget line items in the 2024 Operating Budget that require additional funding; and

WHEREAS, the Chief Financial Officer/Treasurer has requested that such balances be transferred from other budget line items with a balance to those requiring additional funds to balance; and

WHEREAS, it appears that such transfers are in the best interest of the Authority and the Water System;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the following transfers within the Operating Budget totaling \$40,000.00 are hereby approved:

Budget Transfers

<u>Budget Line Item</u>	<u>Title</u>	<u>Amount</u>
Transfer To:		
02-40-550-600	HEALTH SAFETY & SECURITY: Temporary Staff	\$10,000.00
02-30-400-800	FINAN: Temporary Staff	\$10,000.00
02-11-400-600	ENGINEERING: Temporary Staff	\$20,000.00
	Total	<u>\$40,000.00</u>
Transfer From:		
02-40-550-501	HEALTH SAFETY & SECURITY: Salary & Wages	\$10,000.00
02-30-400-501	FINAN: Salary & Wages	\$10,000.00
02-11-400-501	ENGINEERING: Salary & Wages	\$20,000.00
	Total	<u>\$40,000.00</u>

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nathan Kiracofe
Nicola Marucci

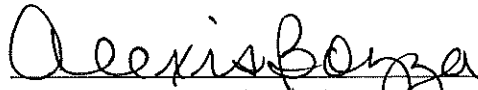
Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio

AND BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and is hereby authorized and directed to take whatever actions are necessary or convenient to effectuate the provisions of this Resolution and the transfer is hereby approved.

ATTEST:

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



ALEXIS BOZZA, Assistant Secretary



NICOLA MARUCCI, Chairman

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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customerservice@smcmua.org
smcmua.org

Resolution No. 18-24

RESOLUTION AUTHORIZING EXTENSION OF COMPETITIVE CONTRACT FOR CONSULTING SERVICES IN CONNECTION WITH FINANCIAL ADVISORY

WHEREAS, SMCMUA entered into a contract dated March 1, 2023, with Acacia Financial Group, Inc. ("Acacia"), for consulting services in connection with financial advisory services (the "Contract"); and

WHEREAS, the Contract was for an initial term of one year with an option to renew by SMCMUA for up to four additional years under certain conditions as permitted by N.J.S.A. 40A:11-4.2 of the Local Public Contracts Law; and

WHEREAS, the Chief Financial Officer of SMCMUA has recommended that the Contract be extended for a period of one year; and

WHEREAS, the Members of SMCMUA hereby find, based upon a memorandum of the Chief Financial Officer dated February 6, 2024, a copy of which is annexed hereto, that the services are being performed by Acacia under the Contract in an effective and efficient manner; and

WHEREAS, the extension will be on the same terms and conditions, including price, as set forth in the existing Contract; and

WHEREAS, the maximum cost to SMCMUA is \$20,000.00 covering a one year period; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2024 Budget; and

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. The term of the Contract dated March 1, 2023, between SMCMUA and Acacia Financial Group, Inc., be and the same is hereby extended for a period of one year as provided in the Contract and permitted by the Local Public Contracts Law;

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

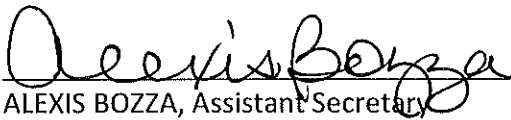
Hanover Township:
Nathan Kiracofe
Nicola Marucci

Executive Director: Drew Saskowitz

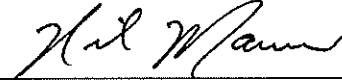
Chief Financial Officer: Charles Maggio

2. The extension shall be on the same terms and conditions, including price, as set forth in the existing Contract;
3. The Executive Director and Assistant Secretary be and they are hereby authorized and directed to execute and deliver the extension agreement or other document as may be required, and approved by the General Counsel, in order to effectuate the intent of this resolution.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



NICOLA MARUCCI, Chairman

Dated: February 15, 2024



- 19 Saddle Road
Cedar Knolls, NJ 07927
- (973) 326-6880
- (973) 326-6864
- customerservice@smcmua.org
- smcmua.org

MEMORANDUM

TO: SMCMUA Board

FROM: Charles Maggio, CMFO, QPA, Chief Financial Officer/Treasurer

RE: Consulting Services in connection with Financial Advisory Services

DATE: February 6, 2024

CC: Drew Saskowitz, Executive Director
Alexis Bozza, QPA, Executive Administrative Assistant
Christine Carter, RMC, Finance Office Supervisor

On February 16, 2023, SMCMUA awarded a competitive contract for consulting services in connection with financial advisory services to Acacia Financial Group, Inc. (Acacia) in the not to exceed amount of \$20,000 (the Contract). The Contract, dated March 1, 2023, consists of the appointment of a financial advisor to assist SMCMUA with respect to the issuance of bonds, notes and other obligations, to provide general consulting services concerning the impact of same on SMCMUA's rate structure, and other financial matters as directed on an as-needed basis.

The Contract was for an initial term of one year with options to renew by the Authority under certain conditions as permitted by NJSA 40A:11-15 of the Local Public Contracts Law. Acacia has agreed to extend the Contract for a one-year period on the same terms and conditions, including price, as set forth in the existing Contract. The services are being performed by Acacia in an effective and efficient manner. It is recommended that the Contract with Acacia be extended for a one-year period.

I have certified that funds in the not-to-exceed amount of \$20,000 are available in 2023 Budget Account #02-10-400-609 (Business and Water Supply Planning).

TREASURER'S CERTIFICATION

I hereby certify funds are available for payment of a one-year extension to the competitive contract with Acacia Financial Group for consulting services in connection with financial advisory services. The total maximum annual amount of this contract will not exceed \$20,000.00. This item will be charged to 2024 Operating Budget Account No. 02-10-400-609 (Business and Water Supply Planning).

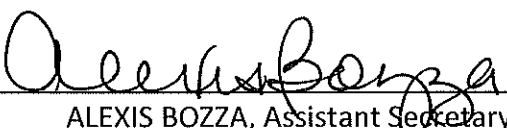


CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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Resolution No. 19-24

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT
FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH
HEADQUARTERS FACILITY IMPROVEMENTS

WHEREAS, the Authority requested a proposal from EI Associates, Inc. (“EI”) for professional engineering services in connection with Headquarters Facility Improvements; and

WHEREAS, the proposal dated January 18, 2024, in the not to exceed amount of \$216,711.30, was reviewed by the Engineering Manager as set forth in a memorandum dated February 6, 2024, a copy of which is annexed hereto; and

WHEREAS, this Contract is being awarded without public bidding as a Professional Service Contract pursuant to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and in compliance with N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, EI has completed and submitted Business Entity Disclosure Certifications which certify that they have not made any reportable contributions to any political or candidate committee in the Township of Hanover, Borough of Morris Plains, Town of Morristown and the Township of Morris in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Treasurer has determined and certified in writing that the value of the Contract will exceed \$17,500; and

WHEREAS, the Treasurer has certified that sufficient funds are available in the 2024 Budget; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that notice of the awarding of professional service contracts be printed once in a newspaper authorized by law to publish the Authority’s legal advertisement;

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nathan Kiracofe
Nicola Marucci

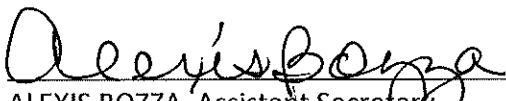
Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio


NOW THEREFORE BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. That the proposal of EI Associates, Inc., dated January 18, 2024, for professional engineering services in connection with Headquarters Facilities Improvements, be and the same is hereby accepted and approved at a total not-to-exceed maximum amount of \$216,711.30.
2. The Executive Director be and is hereby authorized and directed to execute a Professional Service Contract on behalf of the Authority.
3. This contract is awarded without competitive bidding as a "Professional Service Contract" in accordance with the Local Public Contracts Law because the services to be rendered are professional services as therein defined; and
4. Copies of this Resolution shall be filed in the office of the Secretary of SMCMUA and in the respective offices of the Clerks of the Township of Hanover, the Township of Morris, the Town of Morristown and the Borough of Morris Plains, and notice of the award shall be printed once in the Daily Record in accordance with the Local Public Contracts Law.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


NICOLA MARUCCI, Chairman

Dated: February 15, 2024



MEMORANDUM

TO: SMCMUA Board

FROM: Sophia (Heng) Dyer, PE, Engineering Manager Sophia
Dyer
Digitally signed
by Sophia Dyer
Date: 2024.02.06
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RE: Recommendation of Award – Professional Services in Connection with HQ Facility Improvements

DATE: 2/6/24

CC: Drew Saskowitz, LOR, Executive Director
Charles Maggio, CMFO, QPA, Chief Financial Officer
Alexis Bozza, QPA, Executive Administrative Assistant

The request for proposals in connection with the HQ Facility Improvements was publicly advertised. Proposals were received on 1/18/24 for the professional services.

Project Scope

The project scope includes detailed design, permitting and board review for the new materials and equipment storage building and additional parking area at the SMCMUA Headquarter Facility. The scope does not include construction administration services which would be under a separate contract.

Project Driver

Additional space for materials, equipment and parking is the project driver.

Proposal Review and Recommendation for Award

The proposal submitted by EI Associates was the most responsive to the requested scope of services. It is recommended that a contract be awarded to EI Associates in the total not-to-exceed maximum amount of \$216,711.30.

The Treasurer has certified that sufficient funds are available in the 2023.

Description of Account	Account	Budget Year	Amount
Facility Improvements HQ Upgrade	CAPITAL 02-00-500-498	2023	\$216,711.30

CERTIFICATION OF VALUE IN EXCESS OF \$17,500 (PAY-TO-PLAY LAW)

The undersigned hereby certifies that the maximum amount of the contract to be awarded to El Associates, Inc. for professional engineering services in connection with ~~Black~~ Headquarters Facilities Improvements exceeds \$17,500.



CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

TREASURER'S CERTIFICATION

I hereby certify funds are available in the Budget for payment of a professional service contract with EI Associates for professional engineering services in connection with Headquarters Facilities Improvements. The total maximum amount of this contract will not exceed \$216,711.30. This item will be charged to Capital Account No. 02-00-500-498 (Facility Improvements HQ Upgrade).

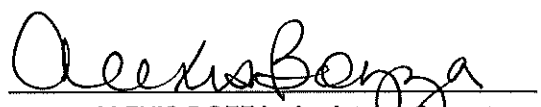


CHARLES MAGGIO, Treasurer

Dated: February 15, 2024

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



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Resolution No. 20-24

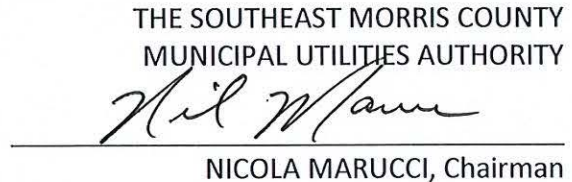
RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSIONS

RESOLVED that discussions of contract negotiations with New Jersey Water Utilities United Local No. 1 be held in closed session pursuant to subsection 4 of Section 12b of the Open Public Meetings Act (NJSA 10:4-6 et seq.); and

BE IT FURTHER RESOLVED that since the discussions are to be conducted in closed session as permitted by the Act, and may involve questions of attorney/client privilege, it is not known at this time when, or if, the contents of the discussions may be disclosed.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

NICOLA MARUCCI, Chairman

Dated: February 15, 2024

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

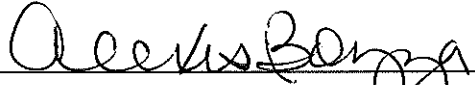
Hanover Township:
Nathan Kiracofe
Nicola Marucci

Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



19 Saddle Road
Cedar Knolls, NJ 07927
(973) 326-6880
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smcmua.org

Resolution No. 21-24

RESOLUTION TO APPROVE AND RATIFY CONTRACT BETWEEN
NEW JERSEY WATER UTILITIES UNITED LOCAL 1 AND
THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the Authority and New Jersey Water Utilities United Local 1 (the "Union") have engaged in collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment for employees of the Authority; and

WHEREAS, the Authority and the Union have agreed upon the terms of a collective negotiations Agreement as more particularly set forth in a Memorandum of Agreement, a copy of which is annexed hereto as Exhibit A and made part hereof (the "MOA"); and

WHEREAS, the MOA is subject to ratification by the Authority and the membership of the Union; and

WHEREAS, the membership of the Union have ratified the MOA; and

WHEREAS, the Authority believes the MOA is in the best interest of the Authority and its employees; and

WHEREAS, the MOA, upon ratification, will and is intended to be incorporated in a formal Collective Negotiations Agreement between the Authority and the Union, a draft of which is annexed hereto as Exhibit B and made part hereof;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. The Memorandum of Agreement between the Authority and New Jersey Water Utilities United Local 1 annexed hereto as Exhibit A be and the same is hereby ratified and approved.

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Rolph R. Rotando
Patricia Webster

Hanover Township:
Nathan Kiracofe
Nicola Marucci

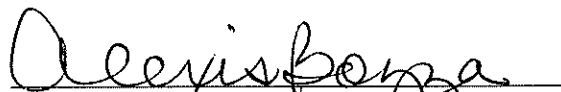
Executive Director: Drew Saskowitz

Chief Financial Officer: Charles Maggio

3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and are hereby authorized and directed to execute an appropriate successor collective negotiations agreement upon finalization of same, on behalf of the Authority as the act of the Authority without further approval of the Members.

4. The Executive Director, staff, and consultants of the Authority be and they are hereby authorized and directed to implement the terms of the memorandum of agreement hereby approved.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


NICOLA MARUCCI, Chairman

Dated: February 15, 2024

**Memorandum of Agreement
between
the Southeast Morris County Municipal Utilities Authority
and
the New Jersey Water Utilities United Local 1**

- A. This MOA between the New Jersey Water Utilities United Local 1(Local 1) and the Southeast Morris County Municipal Utilities Authorities (SMCMUA) and incorporates all agreements entered into by the parties during negotiations for a 2024-2026 successor collective negotiations agreement.
- B. This MOA modifies the terms of the parties' January 1, 2019 through December 31, 2023 Collective Negotiations Agreement as set forth below. Any terms of the parties' 2019-2023 Agreements not expressly modified by this MOA remain in full force and effect and shall be incorporated into the parties' January 1, 2024 through December 31, 2026 Agreement.
- C. All Schedules attached to this MOA shall be incorporated into the parties' 2024-2026 Agreement.
- D. All proposals presented by the parties during negotiations for the 2024-2026 Agreement and not expressly agreed to as reflected in the attached schedules or in section E below, are deemed to be withdrawn.
- E. **Economic Provisions**
1. **Wages**
- Effective January 1, 2024, employees' base salaries will be increased by **3.75%**. Salary adjustments will occur as quickly as practicable after ratification, but may be retroactive to the first pay period beginning on or after January 1, 2024.
 - Effective January 1, 2025, employees' salaries will be increased by **3.0%**.
 - Effective January 1, 2026, employees' salaries will be increased by **3.0%**.
2. **Standby** See Exhibit A.
3. **Summer Hours** See Exhibit B.
- F. **Non-Economic Provisions** See Exhibit C.
- G. The parties agree to modify dates in the 2019-2023 Agreement, as necessary, to conform those dates to the 2023-2026 Agreement.

12.12.23 SMCMUA and Local 1 MOA

H. The terms of this MOA, inclusive of the attached schedules, are subject to ratification by Local 1 and are also subject to approval by the Board of Directors for the SMCMUA. The parties' bargaining committees agree to recommend this to their respective constituents.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

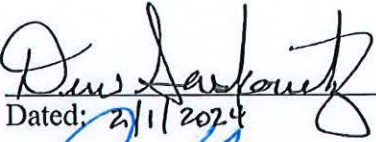
On behalf of Local 1

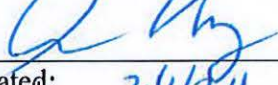

Dated: 1-30-24 Steve Steward

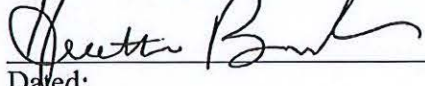

Dated: 1/31/24

Anthony Buono
Dated: 1/26/24 SHOP SECRETARY

On behalf of SMCMUA


Dated: 2/1/2024


Dated: 2/1/24

 2/1/2024
Dated:

1. Article II, Section 1. Revise existing language as follows (to match side agreement):

The Authority agrees, for each of its employees covered by this Agreement, who in writing authorizes the Authority to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. The Union will notify the Authority of any changes to the dues amount. Dues deductions shall be made from each paycheck in equal amounts. the first payroll in each month and Initiation fees, if any, shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period. Deductions for part-time employees shall be on a pro-rata basis.

2. Article XI, Section 4. Revise existing language as follows:

Vacation periods for employees shall generally commence on a Monday and end on a Friday. Vacation periods shall be requested in writing at least 14 calendar days prior to a request for three (3) or more consecutive vacation days, seven (7) calendar days prior to a request for two (2) or less consecutive vacation days, three (3) calendar days prior to a request for one (1) or less days, or as approved by the Executive Director. ~~Vacations may not be requested for less than one-half day. If vacation time is used in less than full day increments, the first increment of time used on that vacation day must be equal to one full hour of time off. After the first hour of vacation time used, the remainder of the vacation time used on that day may be used in half hour increments.~~

3. Article VII, Section 1- Trial Period. Revise existing language as follows:

All newly hired Junior Apprentice Technicians must serve a 6 month probationary period, during which time they must make demonstrable efforts to obtain a valid Commercial Drivers' License, in addition to mastering the positions' required skills. This probationary period may be extended for a period not to exceed an additional 6 months at the sole discretion of the SMCMUA.

~~All persons who hereafter are hired by the Authority in any other title must serve a 6 month probationary period prior to becoming permanent employees shall be deemed to be on probation for a period of six months and shall be dischargeable at the sole discretion of the Authority, without regard to the other provisions of this Agreement, subject to the laws of the State of New Jersey for public employees.~~

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ARTICLE V

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STANDBY AND CALL OUT

A. All qualified field employees are required to participate in a standby rotation associated with their Division.

1. Standby assignments will be made assigning an equal number of days to each qualified employee by dividing the total days of the year by the number of qualified Division staff. Standby schedules will be posted by management by December 1st, or next business day thereafter, for January 1st through June 30th, and by June 1st, or next business day thereafter, for July 1st through December 31st of each calendar year.

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2. B--Effective January 1, 2022 July 1, 2021, employees will be assigned to stand by in 7 day time-blocks. Employees are required to fulfil a minimum of 10 standby days per year and may trade their additional standby assignments. Employees who seek to trade are responsible for ensuring their standby assignment is covered. The employee accepting the trade is responsible for ensuring the standby assignment is covered.

3. Employee requests and acceptance for trades in standby assignments must be submitted in writing to the Division Manager, or assigned alternate, for approval by 8:00 a.m. on Tuesday morning of each week, or the next business day if Tuesday is a holiday.

4. If a position standby assignment is left unfilled, it will be assigned to the least senior qualified employee.

5. When an employee is on assigned standby the Division Manager or assigned alternate, may convert the standby response to performance of emergency overtime.

B. D--Effective July 1, 2024, or as soon thereafter as possible, the Distribution Standby Crew schedule will begin. The parties agree that the July 1 effective date may be adjusted to ensure a sufficient number of eligible standby employees to staff at least four (4) crews.

1. The initial Distribution Standby Crew assignments will be developed within 90 days of ratification of this Agreement. On or about the first Friday of December 2024, and each December thereafter, the new annual schedule will be announced. Employee preference may be considered during the development of the schedule.

2. The Distribution Standby Crew will be on standby in one-week increments.

3. A Distribution Standby Crew will include one backhoe operator and at least three additional standby eligible employees.

a. Probationary employees may be assigned to join a Distribution Standby Crew as

additional support.

b. A Distribution Standby Crew comprised of only 4 standby eligible employees, and no probationary employees, may be supported by an additional standby eligible employee.

1. The Authority will first ask for volunteers to join the Distribution Standby Crew for the at-issue week.

2. If no volunteers sign up for the at-issue week of standby, and Management determines in its sole discretion an additional person is necessary, the Authority will assign the coverage on a rotating basis in order of inverse seniority. This will reset every January 1.

4. One Distribution Standby Crew member will be assigned to serve in the regular standby role. If the regular standby person is also the backhoe operator, and s/he is actively operating the backhoe, s/he will designate another person on the same Distribution Standby Crew to respond to a call if another emergency arises.

5. If the Distribution Standby Crew's planned assignment requires less than a full crew the most senior crew members will be offered the assignment first.

6. Management retains the right to call additional employees to provide extra support to the Distribution Crew Standby team. If an additional employee is called, the call-in will be made in accordance with the emergency overtime procedures contained Article IV of this Agreement.

7. If management determines a second standby crew must be called, the emergency overtime procedures contained in Article IV will be followed.

a. If an insufficient number of responses are received, management will mandate the assignment in order of reverse seniority.

b. Failure to report for a mandated assignment may result in disciplinary action.

8. Subject to management approval, employees may trade Distribution Standby Crew assignments. Requests and acceptance for trades in Distribution Crew Standby assignments must be submitted in writing to the Division Manager, or assigned alternate, for approval by 8:00 a.m. on Tuesday morning of each week, or the next business day if Tuesday is a holiday.

9. Employees using any form of paid time off during their assigned standby week who also want to be excused from their Distribution Standby Crew assignment must obtain coverage for their Distribution Standby Crew assignment.

a. It is the Distribution Standby Crew team member's responsibility to ensure coverage for an assigned standby day or week.

b. An employee who accepts a trade must report for the Distribution Crew Standby assignment, if required. Failure to report may result in disciplinary action up to and including termination.

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9. If the Distribution Standby Crew schedule is suspended due to permanent vacancies, the parties will revert to the standby process described in Paragraph A (1) - (5) until there is a sufficient number of overtime eligible to staff a minimum of 4 crews.

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C. An employee scheduled to be on standby during the employee's basic five (5) day workweek shall be paid at the rate of two (2) hours at base rate for each daily period during which the employee is scheduled for standby (4:00PM to 7:30AM) and four (4) hours at base rate for each sixth or seventh day of the employee's workweek and on the celebrated day for holidays on which the employee is scheduled for standby (7:30AM to 7:30AM).

E.D. The Treatment and Pumping standby selection practice will continue during the life of this Agreement. The employee assigned the standby assignment that requires a log on, or other necessary means, to the Authority's SCADA system for purposes of remote evaluation and response to a notification, alarm, etc. shall be paid 15 minutes for each log on to address all alarms received within the 15 minute period of receiving the first alarm or actual time required if exceeding 15 minutes.

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E.F. An employee on standby is subject to immediate recall to work where the standby employee must maintain in their possession, the assigned Authority cellular phone, or other communication device, and ensure that they remain in areas with adequate signal strength to ensure receipt of calls and other data communications. The standby employee must ensure that the cellular phone is charged and the settings are properly set to ensure receipt of phone calls and other data communications. The standby employee shall report for work no more than forty-five (45) minutes after recall and shall punch in and out at the Headquarters Facility. If the Authority's new timeclock system allows for electronic clocking in and out from locations other than the Headquarters Facility, the parties agree to meet and discuss the potential of an alternative process.

G. In addition, overtime performed which is scheduled by a supervisor shall not be subject to any minimum hours. Scheduled overtime is defined as work performed outside of the regular workweek which is scheduled prior to 3:00PM Friday where an employee is scheduled to work Monday to Friday; or by 3:00PM the workday preceding a holiday; or by 3:00 PM on a Friday for work to occur over a weekend.

H. After 16 hours of continuous overtime work, any further continuous work performed in excess of 16 hours shall be paid at the applicable premium rate.

G. Both the Authority and the Union are well aware that it is only through the establishment of an environment which promotes a sense of responsibility and an attitude of cooperation on the part of the Authority's management personnel and those employees represented by Union can it be assured that an adequate number of employees will respond to emergency call outs. In order to establish such an environment, the parties agree as follows:

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(a) The Authority will maintain and furnish the Union with current seniority lists and will instruct supervisors and other Authority personnel to follow such lists on a rotation basis when calling out employees in an emergency, with the qualification that employees called must be

capable of performing the work involved. Reasonable attempts will be made to keep call outs to a minimum and to equalize the distribution of call outs equitably and fairly among qualified employees.

(b) The Union will attempt to foster in the employees it represents a recognition of moral responsibility to accept necessary call outs to meet emergency situations.

(c) Either the Authority or the Union may request a meeting between the Union and representatives of the Authority to discuss problems arising as a result of emergency call outs. The purpose of such a meeting would be to attempt to develop a plan of action to solve such problems insofar as the handling of unexpected emergencies is concerned.

11.14.23 Authority Condensed Work Schedule Proposals

ARTICLE IV

HOURS OF WORK

Section 1. Workweek. The basic workweek will consist of five consecutive workdays commencing on Monday and ending on Friday, except in cases of a seven day schedule of operations where two days other than Saturday and Sunday may be considered regular days off during the regular workweek.

Section 2. Workday. The basic workday for all field employees will consist of eight hours exclusive of a meal period which will not be considered paid time. The basic workday for office employees will consist of seven and one-half hours, exclusive of a meal period which will not be considered paid time. The meal break shall generally commence after four hours of work. All employees at the Authority's headquarters facility must record the lunch period by use of the time clock. Office employees' meal period will be one hour. The normal workday for office employees will begin at 8:00AM and the normal workday for field employees will begin at 7:30AM, unless a different start time is mutually agreed to by the Authority and the Union.

When deployed in field operations without a supervisor present, and when assigned to the day shift, employees will be presumed to be on lunch break from 11:30AM to 12:00PM. In certain field situations, and only with the approval of a supervisor, the lunch period can be extended to begin up to five hours after the commencement of work. Field employees required to work beyond five hours before an authorized meal break shall be entitled to one half (1/2) hour of straight time pay. Field employees authorized by a supervisor to work through a lunch period with no bona fide lunch period for the day, shall be entitled to one half (1/2) hour of overtime pay.

The Union and the Authority recognize that staffing requirements for office employees must reflect the needs of customers. Therefore office employees' meal break must be scheduled so that half the employees will be scheduled for the first lunch period and the other half for the second lunch period. Any office employee required to postpone a meal break beyond five hours shall be eligible to receive one (1) hour pay at straight time.

Section 2a. Condensed Work Schedule.

In or around [March/MONTH] of each year, the Authority will announce whether it will offer a condensed work schedule program to interested non-probationary employees. A condensed work week means that an approved employee will perform their normal schedule in a 4-day period with half hour unpaid meal break.

Interested non-probationary employees may apply, and must be approved, to participate in the condensed work schedule program. The program will run consistent with the Authority's policy, as amended from time to time. The approved non-working day during the workweek will be assigned based on department needs and employees' seniority.

Section 2b. A copy of the program policy will be available upon request to Human Resources. The following is for illustrative purposes only:

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A 37.55 hour per week employee approved for a condensed work week schedule will work three (3) 9.5-hour/9.5-hour days and one 9 hour day during the regular work week and one half hour unpaid meal break. (The 9-hour day will always follow three consecutive 9.5-hour days.) All hours worked during those 4 days will be paid at straight time.

The 37.5-hour employee's workday will begin at [7:30 am] and end at [5:30 pm] and the employee will be assigned one day during the normal workweek (typically a Monday or Friday) for which the employee is not responsible for performing any work on behalf of the Authority.

A 40 hour per week employee approved for a condensed work week schedule will work four (4) 10-hour days and one half-hour unpaid meal break. All hours worked during those 4 days will be paid at straight time.

The 40-hour employee's workday will begin at [7:00 am] and end at [5:30 pm] and the employee will be assigned one day during the normal workweek (typically a Monday or Friday) for which the employee is not responsible for performing any work on behalf of the Authority.

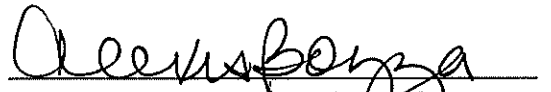
The employee's workday will begin at [time] and end at [time] and the employee will be assigned one day during the normal workweek (typically a Monday or Friday) for which the employee is not responsible for performing any work on behalf of the Authority.

If the employee uses any form of paid time off, the employee's balance will be adjusted to reflect the condensed work week hours (i.e. 9 hours of vacation will be deducted for a vacation day).

Section 3 (to end). No changes.

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024



- 19 Saddle Road
Cedar Knolls, NJ 07927
- (973) 326-6880
- (973) 326-6864
- customerservice@smcmua.org
- smcmua.org

Resolution No. 22-24

RESOLUTION AMENDING AND REVISING RESOLUTION 13-24 ENTITLED
 “RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
 THE COMMISSIONER OF TRANSPORTATION OF THE STATE OF NEW JERSEY REGARDING
 THE DESIGN AND CONSTRUCTION OF HANOVER AVENUE (CR 650), BRIDGE OVER I-287,
 DECK REPLACEMENT WITH SUPERSTRUCTURE AND SUBSTRUCTURE REHABILITATION
 LOCATED IN HANOVER TOWNSHIP, MORRIS COUNTY”

WHEREAS, the Authority duly adopted Resolution 13-24 entitled “Resolution Authorizing Execution of an Agreement with the Commissioner of Transportation of the State of New Jersey regarding the Design and Construction of Hanover Avenue (CR 650), Bridge over I-287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County” on February 1, 2024 (the “Resolution”); and

WHEREAS, the Resolution failed to include authorization to execute the accompanying Utility Engineering and Construction Agreement Municipal Amendment (“Amendment”) that had also been requested by the Commissioner of Transportation, State of New Jersey (the "State") to be executed in conjunction with the Agreement regarding the design and construction of Hanover Avenue (CR 650), Bridge Over I-287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County (the "Agreement"); and

WHEREAS the Agreement and Amendment provide that the Authority's right to occupy the public right-of-way, subject to conditions imposed by the State, is in no way mitigated by the Agreement and Amendment; and

WHEREAS, the forms of Agreement and Amendment proposed by the State are annexed hereto as Exhibits A and B respectively; and

WHEREAS, the State has additionally requested the Authority’s agreement to acknowledge and be bound by electronic signatures in connection with the Agreement and Amendment; and

Board Members

Morristown:
Arthur Clarke
Max Huber

Morris Township:
Michael Chumer
Matthew Loughman

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nathan Kiracofe
Nicola Marucci

Executive Director: Drew Saskowitz

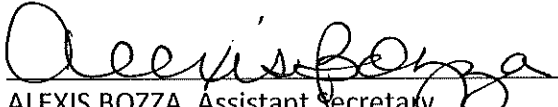
Chief Financial Officer: Charles Maggio

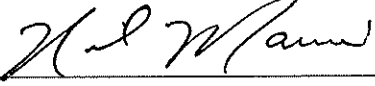
WHEREAS, General Counsel has approved the form of Agreement and Amendment and the Authority has determined it to be in its best interest to cooperate with the State in connection with the Project;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Resolution 13-24 is hereby revised to authorize the execution of both the Agreement and the Amendment referred to above.
2. Sophia Dyer, Engineering Manager, and Alexis Bozza, Assistant Secretary, are, therefore, hereby authorized and directed to execute the Agreement and Amendment in such manner as requested by the State, including by way of electronic signature.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

NICOLA MARUCCI, Chairman

Dated: February 15, 2024

UECAMUNS (3-15-2023)

Work done by State's Contractor

Hanover Ave (CR 650), Bridge Over I- 287
 Hanover Township
 Morris County
 Southeast Morris County Municipal Utilities Authority (SMCMUA)
 UECA-3-Hanover Ave Bridge-213700
 UPC Code: 213700
 Contract ID No.: 24-16012

THIS AGREEMENT made this _____ day of _____, _____, between the COMMISSIONER OF TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the Southeast Morris County Municipal Utilities Authority (SMCMUA), hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of Hanover Ave (CR 650), Bridge Over I- 287, Deck Replacement with Superstructure and Substructure Rehabilitation located in Hanover Township, Morris County, hereinafter called the "Project"; and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing Water Main system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, Utility is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project, related to existing and proposed facilities owned and operated by the Utility.
- (4) The State will authorize and reimburse the Utility for its actual costs for design, review, approval and inspection, for the protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs for correspondence, meetings and exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.
- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project

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Morris County
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limits identifying the facility type, size and operating potentials.

- (7) The State will indicate the existing and proposed utility facilities, owned and operated by the Utility, and to be constructed by the State, in State's contract documents for the Project.
- (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
- (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the State's designer to finalize design plans, estimates, and schedules necessary to construct new, and/or protect, relocate, and/or rearrange facilities in concert with the Project, and incorporate them into the State's Project contract documents.
- (10) The State will develop a "Utility Agreement Modification" which may include a Utility Agreement Plan outlining work "To be performed by State's contractor at State Expense", estimated cost for field engineering, inspection and/or valve turning operations to be performed by Utility's personnel. This will be issued in the person of the Executive Regional Manager Team D (NJDOT).
- (11) The purpose of this Agreement is to cover all the required utility facility construction, protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State, in the person of the Executive Regional Manager Team D (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
- (12) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
- (13) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.

Hanover Ave (CR 650), Bridge Over I- 287

Hanover Township

Morris County

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- (14) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the Federal Regulations 23 CFR 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Division of Local Government Services of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.
- (15) The Utility will comply with the Buy America Federal Regulation requirements U.S.C. 313 and 23 CFR 635.410, for all steel and iron materials furnished by the Utility and its Subcontractors for permanent incorporation in this Project. Under this requirement, all manufacturing processes for steel and iron products shall occur in the United States including all melting, rolling, extruding, machining, bending, grinding, drilling and coating. The Utility Company shall submit a Buy America Commitment letter at the time of execution of this Agreement affirmatively stating that the Utility is committed to complying with all the requirements of the Buy America Federal Regulations. The State reserves the right to audit such records at the completion of the Project. The lack of these documents will be justification for rejection of the steel and/or iron product thus resulting in nonpayment for all work performed by the Utility.
- With the Final Construction Invoice submission, the Utility shall submit a "Buy America Certification of Compliance" certifying that:
- All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material.**
- Or if any material does not comply with these requirements, the Utility will indicate what material does not comply. The State may require the Utility to remove and replace material that does not comply with the Buy America requirements, at no expense to the Department and may deny the Utility reimbursement for all the relocation costs incurred by the Utility.
- (16) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is not adequately staffed or equipped to perform with its own forces.
- (17) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes. The Utility and the State agree to jointly use their best efforts to relocate, adjust and/or abandon the existing facilities and construct any new facilities without detrimentally affecting or interrupting services to the Utility's customers. In the event during construction of the Project it is necessary to detrimentally affect

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or interrupt services, the Utility shall be notified at least 48 hours in advance, unless the particular circumstances dictate less notice.

- (18) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.
- (19) In no case will the State pay for betterment of facilities nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (20) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (21) The State will obtain and bear the cost of all permits, environmental or otherwise, relating to the construction of new, and/or the protection, relocation and/or rearrangement of existing facilities, as necessitated by the Project, whether the necessary utility work is within or outside of the highway right-of-way. However, should the Utility choose to install facilities that constitute betterment, then it is the sole responsibility of the Utility to obtain the permits necessary for said betterment. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (22) Subject to provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-et seq., the State will be responsible for personal injuries and property damage caused by the actions of the State, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (23) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. Seq., the Utility will be responsible for personal injuries and property damage caused by the actions of the Utility, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (24) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (25) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of September 13,2023, and are estimated to be \$ 5,000.00.

Work done by State's Contractor

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Hanover Township
Morris County
Southeast Morris County Municipal Utilities Authority (SMCMUA)
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UPC Code: 213700
Contract ID No.: 24-16012

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

ATTEST:

SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY
(SMCMUA)

Name:
Title:

By: _____
Name:
Title:

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

Anika James, Secretary
Department of Transportation

By: _____
Paul F. Schneider, Director
Capital Program Support

Date: _____

This aforementioned Agreement has been reviewed and approved as to form.

Recommended:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

Dinesh Shah, Project Management
Specialist 3, Team D

By: _____
Nonee Lee Wagner
Deputy Attorney General

Date: _____

Date: _____

EXHIBIT "B"

UECA MUNICIPAL AMENDMENT W/ or W/O STATE CONTRACTOR (NEW 2017)
Rev 4/13/2023

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THIS AMENDMENT AGREEMENT made this _____ day of _____, between **COMMISSIONER of TRANSPORTATION**, acting for and in the name of the **STATE OF NEW JERSEY**, hereinafter called the "State", and the Southeast Morris County Municipal Utilities Authority (SMCMUA), hereinafter called the "Utility".

WHEREAS, the State and Utility have already agreed upon but not fully executed a Utility Agreement before July 1, 2017; and

WHEREAS, the State has determined that federal financial assistance or grants have been or will be expended in the design and construction of this Project, and;

WHEREAS, as of July 1, 2017, 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II are mandated to be part of any procurement based on federal financial assistance; and

WHEREAS, 2 C.F.R. 200 requires other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, before entering into additional phases of the Utility's work, an amendment to the original agreement must be executed;

WHEREAS, the Utility is owned by Southeast Morris County Municipal Utilities Authority (SMCMUA) and as such must follow the Southeast Morris County Municipal Utilities Authority (SMCMUA) procurement laws and policies;

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained agree as follows:

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GENERAL CONDITIONS

- (1) The agreed upon but unexecuted agreement before July 1, 2017 is being executed simultaneous with this Amendment.
- (2) The previous Agreement is superseded to the extent that it conflicts with the Amendment, all non-conflicting provisions shall remain in full force and effect.

AMENDMENTS

- (3) This paragraph amends UECAMUNS paragraph 10.
After receipt of the Utility's plans, estimates, and schedules, the State will develop a "Utility Agreement Modification". The Utility Agreement Modification, may include a Utility Agreement Plan, but it will set forth in detail the proposed Scope of Work to be performed by the Utility, the anticipated schedules, estimates (including overhead rates for the Utility and any subconsultants or subcontractors to be hired by the Utility to perform the work), project duration and benchmarks, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the

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State. Separate Utility Agreement Modifications can be performed for the design work and the construction work if a Utility is contracting with firms outside of the Utility to consult with the State in the Preliminary Design process. If the construction is to be performed by the State's Contractor, the Utility Modification will indicate within the Scope of Work any duties of inspection or verification being retained by the Utility.

- (4) This paragraph amends UECAMUNS paragraph 14.

State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon: (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. Final construction invoice shall be submitted along with the Certificate of Compliance (DC17U). (Exhibit 1). All such invoices shall be submitted to the State monthly and the State shall not accept invoices for payment submitted after a sixty (60) day period. In no event will the State reimburse the Utility for costs not included in invoices

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submitted to the State after the sixty (60) days period following notice. In compliance with 2 C.F.R. 200.309, the Utility shall not charge to this Agreement costs incurred after the period of performance of the project.

- (5) This paragraph amends UECAMUNS paragraph 15. All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items, and inspection responsibility shall be in accordance with the Memorandum of Record dated January 10, 2013, entitled "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the federal regulations at 23 C.F.R. Subpart A and 2 C.F.R. 200 Subpart E and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement.

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The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

- (6) This paragraph also amends UECAMUNS paragraph 14.

The State, FHWA, or their agents, shall be entitled to perform an audit at the following times: during the performance of the work or during a period of up to three years after project close out. All State audit procedures shall be in conformance with State Grant Compliance Supplement; and Treasury Circular 07-07-OMB; and New Jersey Treasury Circular OMB-15-08-OMB "Single Audit Policy for Subrecipients of Federal Grants, State Grants, and State Aid."

- (7) This paragraph also amends UECAMUNS paragraph 14.

The Utility acknowledges that changes in payment due to the Utility resulting from audits performed by the State shall be made as follows:

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A. In the event of overpayment by the State, the Utility shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Utility fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Utility under the terms of this Agreement or any other agreement between the State and the Utility. Furthermore, the Utility expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Utility from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

B. In the event of underpayment by the State, the State shall pay sufficient funds to the Utility to correct the underpayment as soon as is practicable.

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C. The Utility shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Utility) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."

- (8) This paragraph amends UECAMUNS paragraph 14. Payment to the Utility for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Utility to underpayments based upon adjustments disclosed by said audits.
- (9) This paragraph amends UECAMUNS paragraph 14. Closeout Reports. The Utility shall submit a Project Closeout report

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no later than 90 days after the period of performance end date. The report will be in a form satisfactory to the State and shall, at a minimum, comply with the requirements of 2 C.F.R. 200.343 and allow the State to comply as well.

(10) NEW PARAGRAPH. The State may, in its sole discretion terminate this agreement for cause or for convenience pursuant to the Standard Specification or if the State, USDOT or FHWA determined that termination of this Agreement is in the public interest.

(11) NEW PARAGRAPH. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, 2 C.F.R. 200.216; 2 C.F.R. 200 Appendix II; and current NJDOT Specifications 106.01 and 106.03 requires Utility and any of its procured consultants and contractors (all tiers) to comply with all prohibitions of telecommunications products or video surveillance services therein.

PROCUREMENT REQUIREMENTS FOR UTILITY AND ITS SUBCONTRACTS

(12) As the Utility is wholly owned and operated by a political subdivision of the State, all procurements shall abide by

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the expressed Federal, State, and local requirements dealing with conflicts of interest in procurement. Utility, if using its personnel to perform in whole or in part this Agreement, shall follow all Federal, State, and local laws relating to discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (13) If the Utility will be publicly bidding for contractors to perform the work contained in this Agreement and its Amendments and any Utility Agreement Modification, Utility shall exchange for review and approval all bid documents prior to advertisement for review and conformance with the Procurement requirements expressed herein. Bidding procedures shall conform to the current Standard Specification for Bridge and Road Construction and any Baseline Document Changes ("BDC") and Special Provisions as designated by the State, incorporated herein by reference. The State or FHWA shall have the authority to

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accept or reject the proposed documents for bidding on the basis of this Agreement and Amendment and the procedures of the Standard Specifications, Baseline Document Changes, and Special Provisions.

- (14) In order to be a recipient of federal financial assistance, the State must comply with all of the federal requirements, as applicable, to the type of work performed by the State, and in turn the Utility performing work on behalf of the State. This list is attached at Exhibit 2.
- (15) If the Utility is assisting in the preparation of plans and specifications during the engineering phases of the Project, the Utility is subject to these provisions in obtaining a subconsultant to perform the work.
- (16) If the Utility will only provide inspections, and will not subcontract for that work, the Utility is responsible for the compliance with all applicable federal, state and local laws.
- (17) If the Utility is obtaining engineering or design services as a consultant, Utility will abide by the Brooks Act (40

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U.S.C. §§ 1101-1104) as implemented in 23 U.S.C. 112(b) (2)
or equivalent qualifications based requirements as
approved by State or FHWA.

(18) If the Utility is not performing the construction work under this Agreement, the State is obligated to comply with all applicable federal procurement procedures in obtaining its contract to perform the work contained in this Agreement.

(19) If the Utility is performing engineering or construction work with the aid of subcontractors or subconsultants under this Agreement with estimates and reimbursements under the appropriate Utility Agreement Modification, Utility shall include in any solicitation for bids, Requests for Proposals of work, or materials as negotiated:

"The Recipient (State), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this

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advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

(20) Utility will comply with the parameters of 49 C.F.R. Part 26, Disadvantaged Business Enterprises Program, in its procurement of subcontractors and subconsultants to make all applicable good faith efforts. Requirements are set forth at Exhibit 3.

(21) If after the scope of work is determined and a Disadvantaged Business Enterprises goal ("DBE goal") is established by the State's DBE unit, the individual DBE goal shall be listed in the Utility Agreement Modification relating to the engineering or construction work for which the goal is being established. If it is determined that the DBE goal is 0%, the DBE goal shall still be listed in the Utility Agreement Modification.

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- (22) State, as a requirement of receiving federal financial assistance, is obligated to require Utility to abide by and include in any contracts by the Utility with its subcontractors and subconsultants the attached Exhibit 4 and Exhibit 5.
- (23) Bonding and insurance requirements shall be set forth in the Utility Modification Agreement based on the type of Project, estimated costs, whether work is to be constructed by the Utility, and whether or not the Utility is self-insured.
- (24) After July 1, 2017, State became responsible to include every engineering and construction contract and its grants the requirements of 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II. Utility shall be responsible for the compliance with these federal regulatory provisions and comply by following:
- A. Federal Mandatory Equal Opportunity Language on Federal Aid Project, Authority Subject to 41 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II.
(Exhibit 6).
 - B. Federal Form 1273, Prevailing Wage (Exhibit 7) and Supplementary State Provisions at Exhibit 8.

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- C. If any federal funds subject to 37 C.F.R. §401.2 are used to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement" the Utility must comply with the requirements of 37 C.F.R. part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal agency or State.
 - D. In addition to the Debarment and Suspension requirements of the System for Award Management and the New Jersey List of Debarred Contractors as explained in Form 1273, Utility shall follow Exhibit 8.
 - E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and requirements of submission of documents to State at Exhibit 9.
 - F. If materials used in performance of this contract are listed on the Procurement of Recovered Materials at 2 C.F.R. 200.322, Utility shall comply with all requirements therein.
- (25) Utility shall also comply with the requirements of the State's receipt of federal financial assistances concerning:
- A. State of New Jersey Treasury Circular 07-05-OMB, Grant Agreements and Agency Contracts incorporated by reference herein. Any federal statutes or regulations that conflict with this circular shall control.
 - B. Department of Transportation Code of Vendor Ethics

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(26) The Utility shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the Agreement by the Department or in event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement/ Utility Modification Agreement in no event be construed as a commitment by the Department to expend funds beyond the

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termination date/Project completion date set in the
Agreement/Utility Modification Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST: SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY (SMCMUA)

BY: _____
Name:
Title:

BY: _____
Name:
Title:

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF
TRANSPORTATION

By: _____
Anika James
Department of Transportation
DATE:

BY: _____
Paul F. Schneider, Director
Capital Program Support

Recommended:

Dinesh Shah,
Project Management Specialist 3,
Team D

This aforementioned Agreement has
been reviewed and APPROVED AS TO FORM:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

DATE: _____

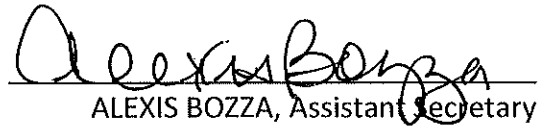
By: _____

Nonee Lee Wagner
Deputy Attorney General

DATE: _____

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on February 15, 2024, at a meeting duly convened of the Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: February 15, 2024