

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

MEETING MINUTES

JANUARY 20, 2022

Due to the current COVID-19 State of Emergency and in compliance with N.J.S.A. 10:4-8, et seq., the Authority conducted its regularly scheduled Board Meeting on January 20, 2022, with some of the Members and staff participating by way of teleconference.

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

ROLL CALL

PRESENT: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster [Members Chumer, Kissil and Schimpf participated by telephone conference as permitted by the By Laws.]

ABSENT: None

All Members in the meeting acknowledged that they could hear the Chairman and other participants.

Also present were the following: Laura Cummings, PE, Executive Director; Charles Maggio, Chief Financial Officer; Jeff Elam, PE, Chief Engineer; Drew Saskowitz, Water Quality Superintendent; Alexis Bozza, Executive Administrative Assistant; and David J. Ruitenber, Esq., General Counsel to the Authority.

PUBLIC DISCUSSION

Chairman Huber stated the next portion of the meeting was set aside for public discussion and asked if any members of the public were present and would like to address the Board, to please state their full name for the record. No one responded. He then closed the public portion of the meeting.

MOTION APPROVING MINUTES OF DECEMBER 16, 2021

Copies of the minutes of the meeting held on December 16, 2021, were distributed to the Members prior to the meeting for review and comment. Member Baldassari moved that the minutes be adopted as presented. Member Rotando seconded the motion which was duly adopted by the following vote:

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

ABSTAINS: None

RESOLUTION APPROVING CLOSED SESSION MINUTES OF DECEMBER 16, 2021

Copies of the minutes of the closed session meeting held on December 16, 2021, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved to approve the minutes and offered the following resolution:

RESOLUTION NO. 01-22

RESOLUTION APPROVING CLOSED SESSION MINUTES OF DECEMBER 16, 2021

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

ABSTAINS: Chairman Huber

COMMUNICATIONS

1. Copy of General and Labor Counsel Communication Process.
2. Copy of December 15, 2021 letter from Glatfelter Insurance Group regarding recent risk solutions survey.

RESOLUTION – APPROVAL OF JANUARY 2022 LIST OF BILLS

Copies of the bill list for January 2022 were distributed to the Members prior to the meeting for comment and approval. Member Webster moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 02-22

RESOLUTION AUTHORIZING PAYMENT OF LIST OF BILLS FOR JANUARY 2022

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

OTHER BUSINESS

- A. Resolution Authorizing the Transfer of Funds between Capital Budget Appropriations

The Members reviewed a memorandum from the Chief Financial Officer dated January 11, 2022. An analysis of the status of the capital budget resulted in the need for a transfer to move money to accounts for remaining 2021 capital expenditures. As recommended by the Authority's auditor, these transfers will be authorized by resolution. Member Rotando offered the following resolution:

RESOLUTION NO. 03-22

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN CAPITAL BUDGET APPROPRIATIONS

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

- B. Resolution Authorizing the Transfer of Funds between Operating Budget Appropriations

The Members reviewed a memorandum from the Chief Financial Officer dated January 11, 2022. An analysis of the 2022 Operating Budget resulted in the need for a transfer of monies between certain account line items. As recommended by the Authority's auditor, these transfers will be authorized by resolution. Member Baldassari offered the following resolution:

RESOLUTION NO. 04-22

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN OPERATING BUDGET APPROPRIATIONS

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

C. Resolution Increasing Authorized Amount for Portable Pump Rental Services

The Members reviewed a memorandum from the Principal Engineer dated January 11, 2022. SMCMUA previously authorized services with Simmons Transport to provide portable gas-powered pump rental as needed for an amount not to exceed \$26,682.50 (Resolution 113-21). It has been determined by Operations that additional services may be needed due to any unforeseen events causing a facility to lose ability to provide water supply during peak demand season. It was recommended that the Board authorize an additional increase with the overall not to exceed an amount established at \$44,000. The services are determined to be necessary to serve the best interest of the Authority and the Water System. The Treasurer certified that funds are available in the 2022 Budget. Member Baldassari offered the following resolution:

RESOLUTION NO. 05-22

RESOLUTION INCREASING AUTHORIZED AMOUNT FOR
PORTABLE PUMP RENTAL SERVICES

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

D. Resolution Authorizing Use of Vendors Under the Cooperative Pricing Agreement with the Morris County Cooperative Pricing Council

The Board reviewed a memorandum from the Chief Financial Officer dated January 11, 2022, requesting authorization to purchase certain items from authorized vendors under the Morris County Cooperative Pricing Council (MCCPC) during the 2022 budget year. The purchases of goods and services by local contracting units through

the County agency without advertising is authorized under Section 12 of the Local Public Contracts Law, N.J.S.A. 40A:11-12. The vendors listed in the memorandum have been awarded MCCPC contracts. Mr. Ruitenberg stated that the Treasurer has certified that there are sufficient funds available in the 2022 Budget for these purchases. Member Rotando moved the following resolution:

RESOLUTION NO. 06-22

RESOLUTION AUTHORIZING USE OF VENDORS UNDER THE COOPERATIVE PRICING AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

E. Resolution Authorizing Use of Vendor Under the State of New Jersey Cooperative Purchasing Program

The Board reviewed a memorandum from the Chief Financial Officer dated January 11, 2022 requesting authorization to purchase certain items from an authorized vendor under the New Jersey Cooperative Purchasing Program (NJCPP) during the 2022 budget year. The purchases of goods and services by local contracting units through the State agency without advertising is authorized under Section 12 of the Local Public Contracts Law, N.J.S.A. 40A:11-12. The vendor listed in the memorandum has been awarded an NJCPP contract. Mr. Ruitenberg stated that the Treasurer has certified that there are sufficient funds available in the 2022 Budget for these purchases. Member Rotando moved the following resolution:

RESOLUTION NO. 07-22

RESOLUTION AUTHORIZING USE OF VENDORS UNDER THE STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

F. Resolution Authorizing Execution of a Cooperative Pricing Agreement with the Somerset County Cooperative Pricing System

The Members reviewed a memorandum from the Executive Administrative Assistant dated January 11, 2022. Pursuant to the provisions of N.J.S.A. 40A:11-11(5) of the Local Public Contracts Law, the Authority is authorized to enter into cooperative pricing agreements with other public bodies for the purpose of purchasing work, materials and supplies. The Authority is interested in entering into an agreement with the SCCPS by the County of Somerset as Lead Agency in accordance with the above statute. The purpose of the SCCPS is to provide substantial savings on various goods and services to its members through the cooperative public bidding process. It is recommended that the Authority authorize and execute the agreement as provided by law, on the terms set forth in a Cooperative Pricing System Agreement, also reviewed by the Members. Member Rotando offered the following resolution:

RESOLUTION NO. 08-22

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE PRICING AGREEMENT WITH THE SOMERSET COUNTY COOPERATIVE PRICING SYSTEM

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

G. Resolution Authorizing Award of a Professional Service Contract with French & Parrello Associates for Engineering Services in connection with Capital Improvements at the Clyde Potts Reservoir Dam

The Members reviewed a memorandum from the Chief Engineer dated January 10, 2022. A proposal for professional engineering services in connection with capital improvements at the Clyde Potts Reservoir Dam was received from French & Parrello Associates (FPA). The project scope is to provide professional engineering services to address specific tasks for the items identified in prior dam reports. The tasks to be approved for 2022 include: (1) Task 1 - Electric Service to Top of Dam – To design electrical delivery to provide a source of power to the crest of the dam to power security cameras and an advanced aeration system in the reservoir; and (2)

Task 4 - Upgrade to Internal Drainage – To design improvements to upgrade the internal drainage system to be able to collect and accurately monitor seepage flows at the dam. The proposal submitted by FPA for the described work is for time and materials. It was recommended that a contract be awarded to FPA for Tasks 1 and 4 of its proposal at a total not to exceed amount of \$25,465. The Treasurer certified that funds are available in the 2022 Budget. Member Webster offered the following resolution:

RESOLUTION NO. 09-22

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH FRENCH & PARRELLO ASSOCIATES FOR ENGINEERING SERVICES IN CONNECTION WITH CAPITAL IMPROVEMENTS AT THE CLYDE POTTS RESERVOIR DAM

“COPY ANNEXED”

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

H. Resolution Ratifying an Amendment to the Agreement with Genova Burns LLC for Special Labor Counsel and Human Resources Services

The Members reviewed a memorandum from the Executive Director dated January 13, 2022. Genova Burns was previously requested to submit a supplemental proposal for the existing Professional Services Agreement in anticipation of additional labor counsel expenses related to responding to various matters including on-going investigations. Per the attached letter from Jennifer Roselle, Esq., dated December 16, 2021, a copy of which was provided as part of last month’s meeting material, the additional expenses were estimated not to exceed \$13,000. However, the fees exceeded that estimate by \$4,775.52. The Members were polled on January 11, 2022, where the amended amount was authorized as a result. The requested increase to the contract would amend the total maximum not to exceed contract amount to \$140,775.52. Member Rotando requested explanation on the two invoices that were determined to be lower than previously submitted. Mr. Ruitenberg responded that Ms. Roselle had submitted documentation to their billing department with no charge items that were inadvertently missed. He also asked if the Board should receive notice ahead of time for potential contract overages. Ms. Cummings stated that the Authority typically stays on top of these items. Mr. Ruitenberg added that there was a lot going on that month where a number of attorneys were working on multiple items where this overage was accidentally overlooked. Chairman Huber stated that

advanced notice would be beneficial in the future. Member Chumer requested that more detailed information as to the reasons for contract overages be provided in the future. The Treasurer certified that funds are available in the 2021 Budget. Member Baldassari offered the following resolution:

RESOLUTION NO. 10-22

RESOLUTION RATIFYING AN AMENDMENT TO THE AGREEMENT WITH GENOVA BURNS LLC FOR SPECIAL LABOR COUNSEL AND HUMAN RESOURCES SERVICES

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

- I. Resolution Commending Adolf Schimpf for Service as Member of The Southeast Morris County Municipal Utilities Authority

Chairman Huber read aloud the following resolution:

Adolf Schimpf of the Township of Hanover, New Jersey, has served as a valued Member (Commissioner) of The Southeast Morris County Municipal Utilities Authority ("Authority") since 1982; and

WHEREAS, Adolf Schimpf has held the offices of Chairman, Vice Chairman and Secretary of the Authority during his terms of office; and

WHEREAS, Adolf Schimpf has also chaired and served on the various standing and special committees of the Authority; and

WHEREAS, during his tenure as a Member of the Authority, Adolf Schimpf has demonstrated extraordinary dedication, ability and leadership; and has been instrumental in the Authority's accomplishing extensive and outstanding improvements to the Water System; and

WHEREAS, Adolf Schimpf will conclude his forty years of distinguished service as Member of the Authority on February 1, 2022; and

WHEREAS, The Southeast Morris County Municipal Utilities Authority wishes to acknowledge and extend its gratitude and appreciation to Adolf Schimpf for his faithful and dedicated service on behalf of the Members, staff and customers of the Authority.

NOW THEREFORE BE IT RESOLVED by the Members of The Southeast Morris County Municipal Utilities Authority that Adolf Schimpf be and is hereby commended for his dedicated and faithful service and leadership as Board Member of the Authority; and

BE IT FURTHER RESOLVED that the Secretary to the Authority is hereby directed to incorporate this resolution in the official minutes of the Authority and deliver a certified copy of this resolution to Adolf Schimpf.

Member Baldassari offered the following resolution:

RESOLUTION NO. 11-22

RESOLUTION COMMENDING ADOLF SCHIMPF FOR SERVICE AS MEMBER OF
THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

Member Schimpf thanked everyone and wished everyone well. He added that it had been an honor and a privilege to serve for 40 years.

SUCH OTHER MATTERS TO LEGALLY COME BEFORE THE BOARD

Mr. Ruitenbergh reminded the Board of the upcoming Annual Reorganization Meeting of the Authority scheduled for 6:00 PM on February 1, 2022.

REPORTS

- A. General Administration Division – December 2021
- B. Engineering Division – December 2021
- C. Finance Division – December 2021
- D. Human Resources Division – December 2021
- E. Information Technology Division – December 2021
- F. Operations Division – December 2021
- G. Operations Risk Management Division – December 2021

H. Water Quality Division – December 2021

RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSION

Chairman Huber stated that the following item on the agenda may be excluded from the portion of the meeting open to the public pursuant to the exceptions set forth in the Open Public Meetings Act. He then offered the following motion:

RESOLUTION NO. 12-22

RESOLUTION AUTHORIZING CLOSED SESSION DISCUSSION

“COPY ANNEXED”

Resolved that discussion of:

- I. Contract negotiations with New Jersey Water Utilities United Local No. 1

be held in closed session pursuant to subsection 8 of Section 12b of the Open Public Meetings Act (N.J.S.A. 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 may involve questions of attorney/client privilege, it is not known at this time when, or if, the contents of the discussion may be disclosed.

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

Chairman Huber stated that the connection of the public meeting of SMCMUA would be terminated as the Members move into Closed Session. The Chairman moved into closed session.

[CLOSED SESSION MEETING TO FOLLOW]

[RESUMPTION OF PUBLIC MEETING]

RESOLUTION TO APPROVE AND RATIFY CONTRACT BETWEEN NEW JERSEY WATER UTILITIES UNITED LOCAL NO. 1 AND THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

Following discussions held in closed session, Member Rotando offered the following resolution:

RESOLUTION NO. 13-22

RESOLUTION TO APPROVE AND RATIFY CONTRACT BETWEEN NEW JERSEY WATER UTILITIES UNITED LOCAL NO. 1 AND THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

"COPY ANNEXED"

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

YEAS: Chairman Huber; Members Baldassari, Chumer, Kissil, Marucci, Rotando, Schimpf and Webster

NOES: None

ADJOURNMENT

There being no further business, Member Baldassari moved that the meeting be adjourned. Member Rotando seconded the motion. The meeting adjourned at 7:58 PM.

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY
Alexis Bozza
Digitally signed by Alexis Bozza
DN: cn=Alexis Bozza, o=SMCMUA,
ou=Administration, email=abozza@smcmua.org,
c=US
Date: 2022.03.15 09:40:45 -04'00'

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 the Authority's regular meetings (upon which this meeting is listed) on the Bulletin Board at the Authority'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 3, 2022.

2. By delivering to, for filing, copies of the Annual Notice with 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 3, 2022.

3. By delivering to, for filing, copies of the Annual Notice with the Daily Record, the Newark Star Ledger, and the Morris News Bee on February 3, 2022.



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

Resolution No. 01-22

RESOLUTION APPROVING CLOSED SESSION MINUTES

RESOLVED that the attached minutes of the Closed Session Meeting held on December 16, 2021, be and the same are hereby approved but withheld from public inspection and insertion in the regular Minute Book pending release for public disclosure pursuant to the provisions of the Open Public Meetings Act; and

BE IT FURTHER RESOLVED that the minutes be inserted in the Closed Session Minute Book of the Authority pending such disclosure.

ATTEST:

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


ALEXIS BOZZA, Assistant Secretary


MAX HUBER, Chairman

Dated: January 20, 2022

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.


Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 02-22

RESOLUTION AUTHORIZING PAYMENT OF JANUARY 2022 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	\$ 312,260.03
Total Operating Fund Checks and Wire Transfers	\$ 857,239.24

CAPITAL FUND

Total Capital Fund Expenditures	<u>\$ 587,085.95</u>
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TOTAL OF JANUARY 2022 LIST OF BILLS	\$ 1,756,585.22
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ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available (\$1,756,585.22) for payment of the resolution entitled Resolution Authorizing Payment of January 2022 List of Bills in the Authority's 2022 Budget.



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 03-22

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS BETWEEN
CAPITAL BUDGET APPROPRIATIONS

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

WHEREAS, the Chief Financial Officer/Treasurer has requested that such balances be transferred from the various budget line items with balances 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; and

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the following transfers within the Capital Budget totaling \$3,000,000.00 are hereby approved:

Budget Transfers for Capital Budget

<u>Budget Line Item</u>	<u>Title</u>	<u>Amount</u>
Transfer To:		
02-00-500-500	2022 Capital Budget	<u>\$3,000,000.00</u>
	Total	\$3,000,000.00
Transfer From:		
02-00-500-999	Future Capital Projects	<u>\$3,000,000.00</u>
	Total	\$3,000,000.00

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

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 transfers hereby approved.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 04-22

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 Operating Budget that require additional funding; and

WHEREAS, the Chief Financial Officer/Treasurer has requested that such balances be transferred from the various budget line items with balances 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 \$65,000.00 are hereby approved:

Budget Transfers for Capital Budget

<u>Budget Line Item</u>	<u>Title</u>	<u>Amount</u>
Transfer To:		
02-50-400-600	OPER: Temporary Staff	\$55,000.00
02-30-400-800	FINAN: Temporary Staff	\$10,000.00
	Total	<u>\$65,000.00</u>
Transfer From:		
02-50-400-501	OPER: Salary & Wages	\$55,000.00
02-30-400-501	FINAN: Salary & Wages	\$10,000.00
	Total	<u>\$65,000.00</u>

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

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 transfers hereby approved.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 05-22

RESOLUTION INCREASING AUTHORIZED AMOUNT FOR
PORTABLE PUMP RENTAL SERVICES

WHEREAS, on October 21, 2021, the Authority authorized the services of Simmons Transport to provide a portable gas-powered pump rental in the amount of \$26,682.50; which amount is below the threshold for public bidding under the Local Public Contracts Law; and

WHEREAS, additional services may be needed for any unforeseen events causing a facility to lose power during peak demand season; and

WHEREAS, the services are determined to be in the best interest of the Authority and the Water System; and

WHEREAS, the total not to exceed amount of all services to be provided from Simmons Transport shall not exceed \$44,000.00; and

WHEREAS, Simmons Transport 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; and

WHEREAS, the Treasurer has certified that funds are available; and

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

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

1. The officers and staff of the Authority are hereby authorized and directed to execute and deliver such documents and take such action as shall be necessary or convenient to effectuate and implement the services of Simmons Transport which is hereby approved and ratified.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

TREASURER'S CERTIFICATION

I hereby certify that the additional funds of \$17,317.50 are available, in the total maximum not to exceed amount of \$44,000.00, for payment to Simmons Transport to provide a portable gas-powered pump rental as needed. These services will be charged to 2022 Operating Account No. 02-50-400-691 (Operations - Administrative: Equipment Rentals).



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 06-22

RESOLUTION AUTHORIZING USE OF VENDORS UNDER THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL

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

WHEREAS, the Authority wishes to purchase the items listed in Exhibit "A" from authorized vendors under the MCCPC during the 2022 budget year; and

WHEREAS, the purchase of work, materials and supplies through Cooperative Pricing Councils, 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 has been awarded a contract by the MCCPC for and including the budget year 2022; and

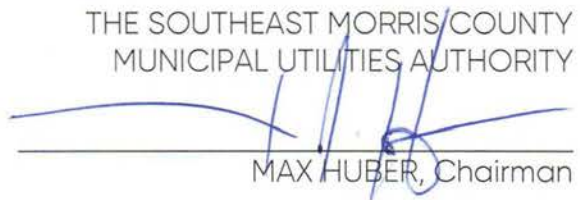
WHEREAS, the cost is estimated not to exceed the amount stated; and

WHEREAS, the Treasurer of the Authority has certified the availability of funds in the 2022 Budget;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the vendor listed in Exhibit "A" be authorized for use for the budget year 2022.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

MAX HUBER, Chairman

Dated: January 20, 2022

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

Exhibit "A"

CONTRACT	VENDOR	ITEMS	AMOUNT
47	Rio Supply	Small Meter Purchasing	\$100,000
47	Rio Supply	Large Meter Purchasing	\$100,000
15	DFFLM	Utility Vehicles	\$31,838

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the 2022 Budget to purchase work, materials and supplies from the vendors listed below through the Morris County Cooperative Pricing Council in 2022. The cost is estimated not to exceed the amounts stated:

CONTRACT	VENDOR	ITEMS	CONTRACT EXPIRATION	BUDGET ACCT #	ACCOUNT NAME	AMOUNT REQUESTED
47	Rio Supply	Small Meter Purchasing	06/30/22	02-00-500-492	Meter Management Program	\$100,000
47	Rio Supply	Large Meter Purchasing	06/30/22	02-00-500-492	Meter Management Program	\$100,000
15	DFFLM	Utility Vehicle	10/31/22	02-00-500-487	Vehicles & Equipment	\$31,838



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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

Resolution No. 07-22

RESOLUTION AUTHORIZING USE OF VENDOR UNDER THE
STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Authority wishes to purchase the items listed in Exhibit "A" from an authorized vendor under the State of New Jersey Cooperative Purchasing Program 1-NJCP during the 2022 budget year; and

WHEREAS, the purchases of goods and services by local contracting units through the State agency without advertising is authorized under Section 12 of the Local Public Contracts Law, N.J.S.A. 40A:11-12; and

WHEREAS, the vendor has been awarded a New Jersey State Contract by the Division of Purchase and Property in the Department of Treasury; and

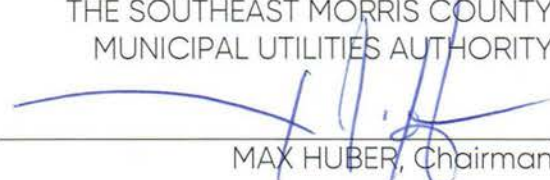
WHEREAS, the contract cost is estimated not to exceed the amount stated; and

WHEREAS, the Treasurer of the Authority has certified the availability of funds in the 2022 Budget;

NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that the vendor listed in Exhibit "A" be authorized for use for the budget year 2022.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

MAX HUBER, Chairman

Dated: January 20, 2022

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

Exhibit "A"

CONTRACT	VENDOR	ITEMS	AMOUNT
88727	Beyer Ford	Vehicles & Equipment	\$95,931

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the 2022 Budget to purchase work, materials and supplies from the vendor listed below through the State of New Jersey Cooperative Purchasing Program 1-NJCP in 2022. The cost is estimated not to exceed the amount stated:

CONTRACT	VENDOR	ITEMS	CONTRACT EXPIRATION	BUDGET ACCT #	ACCOUNT NAME	AMOUNT REQUESTED
88727	Beyer Ford	Truck	04/25/22	02-00-500-487	Vehicles & Equipment	\$95,931



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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Resolution No. 08-22

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE PRICING AGREEMENT
WITH THE SOMERSET COUNTY COOPERATIVE PRICING SYSTEM

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

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

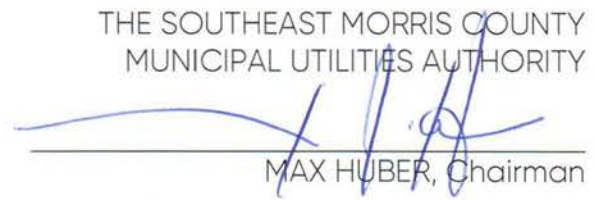
WHEREAS, the Authority desires to become a member of the Somerset County Cooperative Pricing System, #2-SOCCP, effective immediately, and, that such membership shall be for the period ending December 31, 2023 and each renewal, thereafter of the system, unless elects to formally withdraw from the system;

WHEREAS, on January 20, 2022, the governing body of The Southeast Morris County Municipal Utilities Authority, County of Morris, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to execute the attached agreement for such membership.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

MAX HUBER, Chairman

Dated: January 20, 2022

Board Members

Morristown:
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Executive Director: Laura Cummings, P.E.

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Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID# 2SOCCP

COOPERATIVE PRICING SYSTEM AGREEMENT

This agreement made and entered into this ____ day of _____, 2022, by and between the County of Somerset (Lead Agency), and The Southeast Morris County Municipal Utilities Authority, who desire to participate in the *SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID#2SOCCP*.

WITNESSETH

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

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

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

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

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

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

1. The goods or services to be priced cooperatively may include all goods and services which may be under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter *On The Anniversary Of The Registration of the System* publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its own official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired (IF NOT AN OPEN-END CONTRACT), the location for delivery and other requirements, to permit the preparation of specification as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. Single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids shall receive bids on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and

- (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries, be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
 10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
 11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
 12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
 14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
 15. This agreement shall become effective on the date of the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. The County of Somerset shall on behalf of all local units participating in the cooperative pricing system renew the system every five (5) years in perpetuity; unless all parties give written notice that there is no longer a desire to need for participation in the system. Renewal of the system will be in accordance with the provisions of *N.J.A.C. 5:34-7.6*, as may be amended.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded, in this case #2 SOCCP.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

FOR THE LEAD AGENCY

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

FOR THE PARTICIPATING UNIT

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

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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

Resolution No. 09-22

RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICE CONTRACT FOR ENGINEERING SERVICES IN CONNECTION WITH CAPITAL IMPROVEMENTS AT THE CLYDE POTTS RESERVOIR DAM

WHEREAS, the Authority has a need for professional engineering services in connection with capital improvements at the Clyde Potts Reservoir Dam; and

WHEREAS, French & Parrello Associates has submitted a proposal dated September 7, 2021, for the providing of such services at an estimated maximum amount of \$25,465.00; a copy of which proposal is annexed hereto as Exhibit "A"; 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, French & Parrello Associates 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 there are sufficient funds available in the 2022 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:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

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

1. That a professional service contract be awarded to French & Parrello Associates for professional engineering services in connection with capital improvements at the Clyde Potts Reservoir Dam in the not to exceed amount of \$25,465.00;
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 the Authority 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


MAX HUBER, Chairman

Dated: January 20, 2022



Corporate Office
1800 Route 34, Suite 101, Wall, New Jersey 07719

Regional Offices
King of Prussia, Pennsylvania
Bethlehem, Pennsylvania
Hackettstown, New Jersey
Camden, New Jersey
Newark, New Jersey
New York, New York
Atlanta, Georgia

September 7, 2021

Jeffrey Elam, PE
Chief Engineer
**SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY**
19 Saddle Road
Cedar Knolls, NJ 07927

Re: **Capital Improvements at the Clyde Potts Reservoir Dam**
Borough of Mendham, Morris County, New Jersey
FPA No. 7875.PR7

Dear Mr. Elam:

French & Parrello Associates, PA (FPA) is pleased to present our proposed Scope of Work and Fee Estimates for professional engineering services in connection with capital improvements at the Clyde Potts Reservoir Dam. John Ritchey, PE and Christopher W. Marx, PE will lead the effort on this evaluation. Mr. Ritchey has over 35 years of dam safety experience and was involved in the design and construction of the spillway chute at the Clyde Potts Dam. Mr. Marx has over 15 years of experience in the design, construction and inspection of dams. Michael Welsh, PE will be the Senior Staff Engineer and Kyle Taylor will serve as Staff Engineer on the Project. Mr. Taylor is a recent graduate of Rowan University and joins FPA after serving internships at NJDEP Dam Safety and FPA the past two summers. We can provide resumes upon request.

PROJECT HISTORY

The Clyde Potts Reservoir is located in Mendham Township, Morris County, New Jersey and is owned and operated by the Southeast Morris County MUA. The reservoir is a key component of the Authorities water supply system. The dam and reservoir were originally constructed between 1929 and 1932. The dam impounds the waters of Harmony Brook to create the approximate 56 acres reservoir. The original dam was approximately 60 foot high with an approximate 26 foot wide crest width with a central concrete core wall founded on bedrock. The dam was rehabilitated in 1989-1990 to increase water supply and to provide capacity to safely pass the



Probable Maximum Flood (PMF) after it was determined by in the Army Corps of Engineers 1979 Phase I Inspection Report that the existing spillway was inadequate for safely passing the spillway design flood (SDF).

As part of this rehabilitation, the dam and the concrete corewall were raised approximately 10 feet and a new spillway, spillway discharge channel and stilling basin were constructed. The dam is currently 1,460 feet long, 70 feet high and has a crest width of 12 feet. The upstream slope is 2H:1V from the toe of dam to elevation 667.3 and 1H:1V from 667.3 to the top of dam (elevation 674.0). Likewise on the downstream face of the dam, the slope is 3H:1V from the toe to elevation 658.0 and 1.25H:1V from elevation 658.0 to the top of dam. The upstream face of the dam is protected with riprap and the downstream face of the dam is grass covered. An 88 foot long ogee shaped concrete spillway was constructed that discharges into a 760 foot long rectangular concrete chute discharge channel. The channel varies in width from 55 feet wide at the spillway to 20 foot wide at the entrance to the stilling basin. The chute was designed to pass the 100 year storm event and is accompanied by an adjacent grass lined channel designed to carry the remaining flows of the spillway design flood to the stilling basin. A concrete stilling basin was constructed within the existing stilling basin at the lower end of the spillway discharge channel to dissipate excess energy and create a hydraulic jump within the existing stilling basin. In combination with the construction of the concrete stilling basin, the existing basin was cleared of all vegetation and returned to its original riprapped appearance. A sheetpile weir was constructed just upstream of the Woodland Road box culvert to provide ponded water to assist in the dissipation of energy.

The concrete stilling basin is approximately 34 feet long and 20 feet wide with baffle blocks and an end sill. The top of the stilling basin walls were constructed to elevation 592. The walls were backfilled within the existing stilling basin to the top of wall elevation. At the end of the end sill, the slope is extended upward between the walls with rip rap to meet the grade of the existing stilling basin. The top of the steel sheetpile weir was set at elevation 594. The bottom elevation of the existing stilling basin varies between approximate elevation 590 and elevation 592 (according to project design data).

A concrete intake structure exists approximately 100 feet upstream of the dam embankment and contains the outlet works for the facility. The structure has two wet wells and two dry wells. Six 18" by 18" sluice gates control flow into the wet wells (one upper, one middle and one lower in each wet well). There is one 18" diameter pipe in each wet well that passes flow through the adjacent dry well. The 18" diameter is reduced to 12" diameter and a gate valve is located on each. Flow through the 12" pipes is directed to the water treatment plant directly downstream of the dam. A third 18" diameter pipe serves as the low level outlet, passes through the outlet structure (with two gate valves located in one of the dry wells) with an entrance location in the reservoir. This pipe discharges at a headwall located at the stilling basin downstream. The sluice gates, ladders and floor stand operators were reportedly replaced in 1983.



A series of recent inspection reports, specifically the 2017 Formal Inspection report prepared by Civil Dynamics, Inc., the 2020 Formal Inspection report prepared by French and Parrello Associates, and the 2021 Chute Spillway Evaluation Report have identified a series of recommendations to be addressed to aid in the continued safe operation of the dam.

The following Scope of Services provide specific tasks for addressing the deficiencies that have been identified in the reference reports. As discussed, it is anticipated that Tasks 1-4 would be anticipated for FY22, Tasks 5-7 for FY23, and Tasks 8-10 for FY24.

SCOPE OF SERVICES

TASK 1 – ELECTRIC SERVICE TO TOP OF DAM

It is desired that a source of power be delivered to the crest of the dam. The Authority is seeking to power security cameras and an advanced aeration system in the reservoir.

Task 1.1 – Power Supply Design

FPA will perform a site visit to verify the existing sources to feed power to the top of the dam. Upon determination of a reliable source, FPA shall design the electrical delivery. The design shall include calculations supporting the selection of wire sizes and connectors and details for underground conduits. FPA shall provide electrical construction and permit documents for completion of the project. Camera and aeration system designs are not included.

Task 1.2 – Construction Administration

FPA shall provide construction administration services for the installation of the electrical service to include responding to requests for information (RFI's) and shop drawing reviews. FPA will provide four (4) site visits to observe the construction of the project.

TASK 2 – STILLING BASIN SEDIMENT REMOVAL AND CHUTE SPILLWAY IMPROVEMENTS

In the thirty years since completion of construction of the rehabilitation, sediments have accumulated within the basin. A recent drawdown for the inspection of the concrete stilling basin indicated that the concrete stilling basin structure is approximately 75% filled with sediments. There is no record that the basin has been dredged since the completion of construction. Outside of the concrete structure within the existing stilling basin, there is evidence of sediment accumulation. The stilling basin was designed to reduce the energy generated by the hydraulic jump which will occur at the base of the chute spillway. The accumulation of sediment within the basin limits the ability of the basin to function as designed.

The recent safety evaluation of the chute spillway determined the chute to be in good condition but noted some minor deterioration and concerns and recommended repairs and general



maintenance to maintain the chute in good working condition. It was noted that storm drains from the adjacent roadway discharge runoff directly into the chute. This roadway runoff contributes directly to the accumulation of sediment in the stilling basin of the chute. To minimize the discharge of sediments from the road surface into the stilling basin, it is recommended that a method of settling out the sediment material prior to discharge of the stormwater into the basin be investigated and implemented. Additionally, it was noted that joints within the chute structure have lost their filler material and it was recommended that the filler material be reestablished. FPA will prepare the plans and specifications along with obtaining permit approvals necessary for the removal of the sediment from the stilling basin, construction of sediment separating catch basins, and chute joint repairs as described in the following tasks:

Task 2.1 – Wetland Delineation, Survey and Geotechnical Data Collection

This task will focus on collecting the data necessary for preparing a dredging plan and submitting to the regulatory agencies for permits to complete the project.

Task 2.1.1 – Wetland Delineation

For dredging of the stilling basin, it will be necessary to obtain a Freshwater Wetlands General Permit No. 13. Potential impacts to wetlands along the fringe of the pond where access to perform the dredging would occur requires a freshwater wetlands general permit. As such, a site visit will be made by our wetlands specialist to identify and flag the areas considered wetlands in the proposed area of work for the project. Wetlands will be delineated utilizing the federal three-parameter approach in which areas containing hydric soils, positive hydrologic indicators, and a prevalence of hydrophytic vegetation are generally classified as wetlands. Areas of wetlands will be established and delineated in accordance with the standards set forth in the “Freshwater Protection Act Rules”, N.J.A.C. 7:7A, last amended January 16, 2018. Once the wetlands within the area of interest are flagged, FPA will locate the flags and add the delineated points to the drawings for the purpose of submitting an application for a Freshwater Wetlands General Permit No. 13 for Lake Dredging (N.J.A.C. 7:7A-5.13) to the New Jersey Department of Environmental Protection (NJDEP) Division of Land Use Regulation.

Task 2.1.2 – Survey

FPA will utilize aerial imagery, survey data prepared by Stewart Surveying and Engineering, LLC dated March 15, 2019, and the previous as-built survey data to develop the base mapping for the project. To supplement the aerial imagery and prior survey data, FPA will perform a ground survey and survey of the stilling basin structure within the basin, to capture the flagged wetland boundaries, identify specifics of the site features and edge of the basin for reference, and develop topography for the design of the access for removal of the sediments and for establishment of a future access area for maintenance. The area of the ground survey and survey within the stilling basin will cover approximately 10,000 square feet. A plan of the surveyed area will be prepared, which will be the base map of the design plans discussed in Task 2.5 below.



Task 2.1.3 – Geotechnical

FPA will collect samples from one sampling location to a maximum depth of 5 to 6 feet below the mudline or to the point-of-refusal. Sample location coordinates will be recorded using GPS. We will process the collected sample in accordance with NJDEP requirements to prepare for laboratory testing. Analysis will be performed by an independent laboratory on the samples for the analytes identified in NJDEP guidance. A discussion of the sampling performed and the spreadsheet summaries of the chemical data, sufficient to support the permit application will be included in the final design report for the project.

Task 2.2 – Sediment Volume Determination

To determine sediment volumes, FPA staff will probe the basin bottom and compare to the previous as-built survey data and in combination with computations will make an estimate as to the volume of sediment within the stilling basin to be removed.

Task 2.3 – Dredging Plan Development

FPA will investigate the feasibility of various dredging methods and their relative suitability for this project location. These alternatives will include evaluation of hydraulic, mechanical, and dry dredging (or combinations thereof) and the relative merits and demerits of each. The findings will be tabulated in an evaluation matrix and FPA will make recommendations for the option(s) found to be most advantageous. In arriving at its recommendations, FPA will undertake timely coordination and consultation with the regulatory agencies and the Authority.

While the ultimate disposal option chosen will significantly depend on the quality of the dredged sediment, it is important that all possible options for beneficial use of the dredged materials be fully explored to reduce the project cost and its impact on the environment. To this end, FPA will explore all available alternatives and determine their acceptability (or non-acceptability) providing the reasons for such determinations. In making its recommendations, FPA will take into consideration the contaminant status of the dredged material, technical feasibility, environmental acceptability, cost considerations and legal constraints, if any.

Use of the material as landfill cover and/or as material to refill old mines will also be investigated. In the unlikely event that all beneficial use options fail, FPA will identify suitable sites for sediment disposal in accordance with the applicable regulations.

We will coordinate with the Authority on the determination of the best option for sediment disposal or beneficial use.

Task 2.4 – Storm Drain Sediment Trap/Joint Repair Design

FPA will investigate and recommend a sediment removal catch basin to be placed at the end of the outlet pipes before the stormwater is discharged to the chute spillway. Our design will



consider the area of the runoff to the outlet pipes as well as the capacity of the pipes themselves and will size the catch basins accordingly. Consideration will be given to the long term maintenance of the basins in their design. FPA will investigate and recommend appropriate measures for cleaning of the joints within the chute spillway and replacement of the joint filler material.

Task 2.5 – Preparation of Plans, Specifications, and Final Design Report

Upon identification of the best removal and disposal options, FPA will prepare final plans, special provisions and cost estimates, complete and ready for bidding. As a minimum, final submission plans will include the following:

1. Key sheet
2. General Plan & Elevation
3. Grading/Dredging/Lake Access Plan
4. Pond Cross Sections
5. Standard construction details as necessary
6. Soil Erosion and Sediment Control Plan
7. Soil Erosion and Sediment Control Details and Notes
8. Freshwater Wetlands GP# 13 Plan

The FPA Team will also prepare a final design report which will contain all pertinent design data, criteria and calculations. As a minimum, the final design report will include the following:

1. Special Provisions
2. Survey field notes
3. Soil Sampling and laboratory results and recommendations
4. Material quantities calculations
5. Engineer's Estimate

The design package will be sufficiently detailed to allow a thorough analysis and review of methods employed in the design of the project.

Technical Specifications will be prepared in the Construction Specification Institute (CSI) format. The specifications will address the materials of construction, allowable tolerances and applicable methods of placement, fabrication or construction, and quality control and quality assurance aspects of the work to be done.

The specifications will also address contractor requirements, including but not limited to:

- Cofferdam and excavation dewatering operations as required;
- Control of surface waters;
- Limiting the disturbed areas;
- Minimizing impacts to SMCMUA Operations;
- Protection of work;



- Site access; and
- Site utilities.

Measurement and Payment items of the specification sections will be based on the contractor performing the work on a unit price and lump sum basis, as appropriate.

Task 2.6 – Permitting

This task will include the preparation of State permit applications as required for the proposed repairs. The key to the permit processing is to identify the long-lead and critical path approvals early and initiate these activities in the early stages of the project. It is anticipated the following permits will be required:

NJDEP Freshwater Wetlands General Permit 13. FPA will prepare a Freshwater Wetlands General Permit Plan showing the freshwater wetlands/state open water delineation and location of the proposed activities, as well as a statement of compliance which will discuss each individual rule which is applicable to the proposed project. The application will include all items required by the NJDEP as specified at N.J.A.C. 7:7A, Subchapter 10. FPA will prepare a Freshwater Wetlands General Permit Plan showing the freshwater wetlands/state open water delineation and location of the proposed activities, as well as a statement of compliance which will discuss each individual rule which is applicable to the proposed project. The application will include all items required by the NJDEP as specified at N.J.A.C. 7:7A, Subchapter 10.

Dam Safety Approval and Flood Hazard Area. The stilling basin is an appurtenant feature of the Clyde Potts Reservoir Dam. As such and based on discussions with the NJDEP Bureau of Dam Safety, the dredging of the basin will be regulated by Dam Safety and will not require a Flood Hazard Area Permit. FPA will provide the plans and specifications for the dredging of the stilling basin to the Bureau to obtain the necessary permit or approval to complete the project.

Certain sediment disposal methods may require a Flood Hazard Area Permit. As discussed above, FPA will explore various disposal methods. Our goal will be to identify a method that does not require further permitting, therefore we will exclude Flood Hazard Area permitting from the proposal at this time. However, if it is determined that the selected disposal method requires a flood hazard area permit, we will provide the Authority with a quote for the work necessary to obtain the permit.

Morris SCD Soil Erosion and Sediment Control Permit. The project may require Soil Erosion and Sediment Control Certification from the Morris County Soil Conservation District (FSCD). We will prepare the application, plans, details, and supporting documents for submission to FSCD for certification.

FPA will provide one (1) draft copy of the NJDEP application packages (separate package for each required approval) to the Authority for review. FPA will submit the final applications to NJDEP



and track progress of the permit review through NJDEP in order to answer any questions and expedite the overall review and approval process.

Agency coordination includes written correspondence and meetings with regulatory agencies having purview over this project. FPA will be responsible for preparing, submitting, and tracking project coordination letters.

FPA will advise if it is determined that any local approvals are necessary based upon the final design.

Completion of NJDEP Sediment Sampling and Analysis Plan (SSAP). The SSAP for a dredging project must be approved by the Department prior to the collection and analysis of any sediment samples and the sampling must be completed in accordance with the plan. The SSAP plan requires certain data related to the proposed project such as method, depth and volume of dredging and proposed dredge material and water management. It will be necessary to make a determination of the means and methods early in project development.

Task 2.7 – Stream Bed Conditions Evaluation

FPA will review the field conditions of the stream bed below the stilling basin weir for erosion, sediment accumulation and other issues that may be impacting the operation or safety of the dam. The findings of the field condition assessment will be provided in the Final Design Report discussed in Task 4 above, along with any recommendations for repairs or improvements that are necessary to maintain the safe operation of the dam and the functionality of the stilling basin.

TASK 3 – TABLE TOP DAM FAILURE EXERCISE

For a large, high hazard dam such as the Clyde Potts Reservoir Dam, the NJDEP recommends exercising of the Emergency Action Plan. FPA will prepare and present one Tabletop Dam Break Exercise (Exercise) for Clyde Potts Reservoir Dam in compliance with the Bureau's "Guidelines for Developing an Emergency Action Plan", revised April 2008. The Exercise will require one preparation meeting, office administration, inundation area reconnaissance and the Exercise itself.

Task 3.1 – Site Reconnaissance

Our scope of work will include electronic reconnaissance (lidar, street views, etc.) of the inundation area to obtain information about the inundation area to evaluate critical structures and impacts downstream of the Clyde Potts Reservoir Dam. Photographs of structures and roadways will be taken and included in the PowerPoint presentation for the Exercise. Depth of water and corresponding flow rate will be estimated at these locations so that a realistic determination can be made regarding the necessary emergency actions. This information will be based upon the current dam breach modeling and inundation mapping. Reconnaissance of the



inundation area will be performed by FPA staff directed by Mr. Ritchey and Mr. Marx, and will give the Tabletop Exercise presenters comprehensive knowledge of the inundation area.

Task 3.2 – Meetings

We assume that one teleconference with SMCMUA personnel will be necessary to prepare for the Exercise. The level of intensity of the Exercise will be determined during the initial preparation meeting which will consist of a brainstorming session to determine which of the four different emergency classifications (Advisory, Warning, Emergency and Breach) will be discussed in the Exercise. In addition, the potential failure modes specific to Clyde Potts Reservoir Dam will be discussed for inclusion into the Exercise. The SMCMUA personnel involved with the preparation of the Exercise should not be involved with any of the Owner/Operator responsibilities in the EAP. The Exercise will be less effective if the EAP personnel had prior knowledge of the scenarios and potential failure modes which will be discussed during the Exercise. The initial preparation meeting will be attended by John Ritchey, P.E. and Christopher Marx, P.E. and is anticipated to be 2 hours in length.

Task 3.3 – Tabletop Preparation/coordination

FPA will prepare a PowerPoint presentation for use at the Tabletop Exercise. The PowerPoint will be utilized to present the scenarios and potential failure modes discussed and selected during the initial preparation meeting. This presentation will lead the discussion into the hypothetical emergency response that would occur for the selected events. FPA will coordinate with the SMCMUA, the various Township and County Office(s) of Emergency Management (OEM), State Police, and the NJDEP Bureau of Dam Safety on the time and location of exercise.

Task 3.4 – Tabletop Exercise Presentation

The Tabletop Exercise will be held at a location to be coordinated with the SMCMUA at a date and time mutually agreed to by the stakeholders. At the conclusion of the Tabletop Dam Break Exercise, FPA will provide a written summary highlighting the conclusions and recommendations of the Exercise.

TASK 4 - UPGRADE TO INTERNAL DRAINAGE

Recent inspection and observation in the past have identified areas of wetness on the embankment slope. Additionally, steady flow has been present in the existing toe drain conduits. Past improvements have been made to the internal drainage systems at the dam however, the complete picture of the internal drainage system has not fully understood. FPA will investigate and design improvements to upgrade the internal drainage system as necessary to be able to collect and accurately monitor seepage flows at the dam.



Task 4.1 – Investigation of Existing Conditions

FPA will review the original design plans along with all available documentation (as-built drawings, 1991 Black and Veatch seepage report, 1991 Monitoring and Maintenance Plan, etc.) within the Authorities and Bureau files and combined with field investigation will identify the layout, configuration and functionality of the existing internal drainage system. An attempt will be made to locate the existing toe drain using a metal detector as it was indicated that the drain pipe location was marked with a copper wire. The existing pipe location, cleanouts, outlets, etc. will be located in the field with a handheld GPS unit. With the understanding of the existing internal drainage system, FPA will evaluate the effectiveness of the existing system and identify specific improvements to be made to the existing system or determine if a new drainage system will be necessary.

Task 4.2 – Survey

FPA will utilize the survey data prepared by Stewart Surveying and Engineering, LLC dated March 15, 2019 to develop the base map for improvements proposed to the internal drainage system at the dam. We will supplement survey with data generated in Task 4.1 above.

Task 4.3 – Design of Internal Drainage Improvements or Replacement

Upon determining if the system can be improved or must be replaced, FPA will provide a design of the improvement or replacement measures. The design will consider the flow capacity of the drainage system in regard to the estimated seepage quantities. Seepage monitoring devices will be designed to facilitate observation and monitoring of the seepage flows.

Task 4.4 – Preparation of Plans and Specifications

FPA will prepare final plans, special provisions and cost estimates, complete and ready for bidding. As a minimum, final submission plans will include the following:

1. Key sheet
2. General Plan
3. Standard construction details as necessary

The FPA Team will also prepare a final design report which will contain all pertinent design data, criteria and calculations. As a minimum, the final design report will include the following:

1. Special Provisions
2. Survey field notes
3. Soil Sampling and laboratory results and recommendations
4. Material quantities calculations
5. Engineer's Estimate

The design package will be sufficiently detailed to allow a thorough analysis and review of methods employed in the design of the project.



Technical Specifications will be prepared in the Construction Specification Institute (CSI) format. The specifications will address the materials of construction, allowable tolerances and applicable methods of placement, fabrication or construction, and quality control and quality assurance aspects of the work to be done.

The specifications will also address contractor requirements, including but not limited to:

- Limiting the disturbed areas;
- Minimizing impacts to SMCMUA Operations;
- Protection of work;
- Site access; and
- Site utilities.

Measurement and Payment items of the specification sections will be based on the contractor performing the work on a unit price and lump sum basis, as appropriate.

Task 4.5 – Permitting/Approvals

This task will include the preparation of State permit applications as required for the proposed repairs. The key to the permit processing is to identify the long-lead and critical path approvals early and initiate these activities in the early stages of the project. It is anticipated the following permits will be required:

Dam Safety Approval. The internal drainage system is an appurtenant feature of the Clyde Potts Reservoir Dam. As such improvements or replacement will be regulated by the Bureau of Dam Safety. FPA will provide the plans and specifications for the drainage system to the Bureau to obtain the necessary permit or approval to complete the project.

Morris SCD Soil Erosion and Sediment Control Permit. We do not anticipate that the project will require Soil Erosion and Sediment Control Certification from the Morris County Soil Conservation District (FSCD).

NJDEP Freshwater Wetlands. We do not anticipate that the project will require a NJDEP Freshwater Wetlands approval.

FPA will provide one (1) draft copy of the NJDEP application packages (separate package for each required approval) to the Authority for review. FPA will submit the final applications to NJDEP and track progress of the permit review through NJDEP in order to answer any questions and expedite the overall review and approval process.

Agency coordination includes written correspondence and meetings with regulatory agencies having purview over this project. FPA will be responsible for preparing, submitting, and tracking project coordination letters.

FPA will advise if it is determined that any local approvals are necessary based upon the final design.



TASK 5 – SAFETY UPGRADES/TOWER IMPROVEMENTS

Recent inspection of the dam has identified various issues regarding the safety and condition of the intake tower structure. It has been recommended that the access hatches be replaced with new, locking hatches and that safety railing be incorporated to protect personnel. Additionally, the underwater inspection performed by JMT dated August 2019 recommended that a spalled construction joint located 16 foot below the top of the intake structure be repaired on both the interior and exterior faces of the structure. The underwater inspection recommended the installation of a trash rack on the intake of the 18” low level outlet pipe and also recommended that abandoned bubbler tubing that is located directly upstream of the structure be removed to eliminate the risk of obstructing the sluice gates. It is recommended that the active bubbler tubing be reconfigured to prevent potential obstruction of the gates.

Task 5.1 – Access Hatch with Safety Railing Design

FPA will identify and recommend replacement hatches and safety railing to replace the four existing access hatches on the intake structure and the two existing fish screen hatches. Access hatches and safety rails will be designed to meet all requirements per OSHA and relevant IBC criteria.

Task 5.2 – Construction Joint Repair

FPA will investigate and determine an appropriate repair of the deteriorated construction joint on the intake structure. The interior deterioration located in the North Wet Well and the deterioration on the exterior of the intake tower will be addressed.

Task 5.3 – 18” LLO Trash Rack Design

FPA will design an appropriate trash rack for installation on the inlet end of the 18” low level outlet pipe. The rack will be designed to be structurally stable under anticipate loadings conditions.

Task 5.4 – Removal of Abandoned Bubbler Tubing and Reconfiguration of Active Bubbler Tubing

FPA will provide specifications for identifying active and abandoned bubbler tubing. The specifications will include the removal of abandoned tubing. Various details as necessary will be provided for the reconfiguration and anchoring of the remaining active bubbler tubing in a manner which will not have the potential for entanglement with the sluice gates.

Task 5.5 – Preparation of Plans and Specifications

FPA will prepare one drawing containing all the details and specifications necessary to accomplish the work identified in this task.



Task 5.6 – Permitting/Approval

All work associated with the tower improvements will be under the jurisdiction of the NJDEP Bureau of Dam Safety. FPA will pursue authorization from the Bureau to proceed with the work. FPA will provide the Bureau with the plans and specifications as prepared in Task 5.5 above for review. Authorization from the Bureau will likely be in the form of an acknowledgement letter, however, FPA will prepare a permit application for submission to the Bureau if so required by the Bureau.

TASK 6 – FORMAL INSPECTION WITH UNDERWATER INSPECTION

Previous underwater inspections of the dam have been undertaken in December 2014 by Atlantic Engineering, Inc. and a detailed underwater inspection of the intake structure, gates and valves in August 2019 by JMT. Both inspections found the structures to be in satisfactory condition. In July 2019 a dive was performed where gate cleaning and adjustments were made. Atlantic Engineering recommended that an underwater inspection be performed every six years and JMT recommended a 5-year interval for inspection of the gates and intake structure. It is recommended that an underwater inspection be completed concurrent with the next formal dam inspection which will be required by the NJDEP Bureau of Dam Safety in 2023.

Task 6.1 – Formal Inspection

A Formal Dam Inspection will be conducted of the Clyde Potts Reservoir Dam. Per the New Jersey Dam Safety Standards (N.J.A.C. 7:20), “Formal Inspection” is defined as follows:

The visual inspection of a dam by a qualified, New Jersey licensed professional engineer to detect any signs of deterioration in material, developing weaknesses or unsafe hydraulic or structural behavior; to reevaluate the safety and integrity of the dam and appurtenant structures to determine if the structure meets current design criteria, including a review of the records on project design, construction and performance. For Class I and Class II dams, the availability of a Department approved Emergency Action Plan (EAP) should be confirmed and its adequacy determined. All addresses, e-mail, and phone numbers contained within the EAP must be verified, such that it is known whether they are current. (Inspection reports will be deemed incomplete without this information.) For all dams, the availability of a Department approved Operation and Maintenance (O&M) Manual should be confirmed and its adequacy determined. All instrumentation data should be reviewed and evaluated.

Clyde Potts Reservoir dam is classified as a high hazard – large dam. Formal inspections of large dams (>70’ in height or >10,000 ac-ft storage) are required every three (3) years per the New Jersey Dam Safety Standards. To complete the formal inspection FPA shall complete the following:

- Interface with the SMCMUA and NJDEP Dam Safety to assess the availability of existing inspection reports, previous design and construction documents, instrumentation data,



EAP and O&M Manuals and to coordinate our field inspections and the operation of valves, gates and other equipment.

- The visual inspection of the dam by a qualified, New Jersey licensed professional engineer to detect any signs of deterioration in material, developing weaknesses or unsafe hydraulic or structural behavior. The visual inspection of the dam will be in accordance with the NJDEP Bureau of Dam Safety (Bureau) guidelines to identify any deficiencies. The inspection will focus on the condition of the dam, the appurtenant structures/features, spillways and downstream channel (deterioration, structural distress, dislocation, evidence of animal burrows, erosion, scour, excessive seepage, etc.). The inspection will be documented with recorded notes, field sketches and photographs. Bureau standards require that the inspection of a large dam be attended by a professional engineer assigned from the Department. FPA will coordinate with the Bureau and SMCMUA in scheduling the inspection.
- Evaluation of the operation of all valves, gates, electronic and mechanical equipment as appropriate.
- FPA will review all available records on the project design, construction and performance including previous inspection reports and instrumentation data (when available). FPA will perform these reviews giving full consideration to current dam safety criteria and design practices. If the current dam is found to be deficient with respect to any dam safety design criteria, FPA will identify the deficiency and make recommendations for further detailed evaluation.
- Completion of the Visual Inspection Checklist.
- The adequacy of the Emergency Action Plan will be determined. All addresses, e-mail, and phone numbers contained within the Emergency Action Plan will be verified, such that it is known whether they are current. Any necessary updates to contacts identified within the Emergency Action Plans will be made by FPA and submitted to the Bureau for approval with the Final Inspection Reports.
- The adequacy of the O&M Manual will be determined. Any available instrumentation data will be reviewed and evaluated.
- Submission of Draft Report to the SMCMUA and modification of report per comments by the SMCMUA.
- Submission of Final Report to the Bureau.

Task 6.2 – Underwater Inspection

FPA will subcontract with a reputable diver to perform an underwater inspection of the upstream face of the dam embankment, the exterior of the intake tower, the interior of the two wet wells including the six gates, and the interior of the two dry wells including the four gate valves. Inspection of the gates and valves will include operation, if practical, and inspection of the operator stems, guides, fish screens and concrete walls. The work shall be performed in



accordance with OSHA regulations for non-decompression diving using commercially trained and qualified diving personnel, diving life support and equipment as required. The inspection shall include all underwater areas accessible by the diver. The inspection shall include measurements and location of defects and video recording. The diver will prepare a report with a summary of findings, sketches, photos and DVD video.

TASK 7 – HYDROLOGIC AND HYDRAULIC EVALUATION

A 2016 hydrologic and hydraulic analysis of the dam utilized updated rainfall and hydrologic methodology to evaluate the dam under the current NJDEP spillway capacity requirements. This study found that the Clyde Potts Reservoir Dam is not capable of passing the updated Probably Maximum Precipitation (PMP) storm event, which would result in an overtopping of the dam. Subsequently, the 2017 Formal Inspection Report by Civil Dynamics recommended the development of a long-term plan to address the inadequate spillway capacity.

Since the 2016 study, the NJDEP has engaged in a statewide study to reevaluate the PMP rainfall. This study may produce higher or lower rainfall amounts and could have a significant impact on the recommended planning for the dam. In the 2020, Formal Inspection Report by French and Parrello Associates, it was recommended (and discussed with NJDEP) that any further consideration to the spillway capacity issue be delayed until the findings of the NJDEP reevaluation become available. It is anticipated that the NJDEP will complete its study within the next year.

Task 7.1 – Reevaluation of Hydrology and Hydraulics

Upon completion of the NJDEP reevaluation, FPA will utilize the updated rainfall amounts for the PMP and complete a hydrologic and hydraulic model of the watershed and the dam to determine if the dam in its current configuration can safely pass the PMP storm event.

The H&H analysis will be performed using the Army Corps of Engineers (USACE) HEC-1 computer program to determine the inflow to the impoundment. For rainfall runoff calculations, the Natural Resources Conservation Service (NRCS) dimensionless unit hydrograph method will be utilized, which is based on physical site characteristics. Curve Numbers and Lag Times will be determined for each of the sub basins within the watershed for the impoundment. We will use the NJDEP’s updated precipitation estimates to develop the Probable Maximum Flood (PMF). FPA will determine the inflow for the full PMF and route the event through the existing dam to determine the peak water surface elevation. The drainage basin will be examined by experienced project team members to gather supplemental data or corroborate existing data, as deemed appropriate. This reconnaissance will evaluate:

- Hydrologic parameters within the watershed affecting infiltration and runoff including:
 - a. Drainage area size;



- b. Rainfall and runoff data;
- c. Drainage Basin characteristics;
- d. Soils and geologic engineering criteria;
- e. Reservoir inflow hydrographs;
- Hydraulic conditions affecting spillway performance including:
 - a. Reservoir area-capacity-elevation data;
 - b. Spillway elevation-discharge data; and
 - c. Reservoir Flood Routings
- Dimensions of hydraulic components at the dam;

FPA will provide mapping of the drainage basin featuring limits of the drainage basin sub-areas, soil types and classifications, land uses cover, and assumed runoff paths from the most hydraulically distant points. The maps will be in an ArcView compatible format including CADD (.dwg and .dxf formats) and ArcView shape (.shp) format. The files will be georeferenced utilizing the NJ State plane coordinates in North America Datum 1983 (NAD83). The base map shall be the 1995 orthophotos 1:12000 JPEG or more current acceptable to the Authority.

Based upon the findings of the evaluation, FPA will make a recommendation for the next steps that the Authority should consider regarding the spillway capacity issue. This recommendation may include no action, modification of the dam, or consideration to a site specific PMP study.

TASK 8 - MONITORING SURVEY

In the 2017 Formal Inspection Report it was recommended by Civil Dynamics, Inc. that surface monuments be installed and surveyed to begin a program of monitoring the dam for movement. In a December 1991 Monitoring and Maintenance Plan prepared by Black and Veatch Engineers, it was indicated that surface monuments are used to make measurements to detect settlement, deformations and rapid movements of the embankment. The indicated that the typical surface monument is a 3 ½ inch diameter metal disk. The report states that “the monuments are installed in each of the spillway wing walls; one on the intake structure; and one at the south end, 1/3 point, and 2/3 point on the crest of the embankment for a total of six monuments.” If further states that “these disks are epoxied or grouted in place and are then surveyed to determine their exact coordinates and elevation.” It appears from the way the report is written that the section was a recommendation for proceeding with a monitoring program and had yet to be implemented. From our inspections of the dam, we have not seen any evidence of surface monuments at the site.

Task 8.1 - Development of Monitoring Plan/Location of Survey Monuments

FPA will verify that the surface monuments mentioned in the 1991 monitoring report do not exist. If they cannot be found, FPA will refine the existing monitoring plan with respect to the



survey monuments and establish a location for the installation of the surface monuments. We will develop the monitoring plan to utilize the most practical surveying method for obtaining the survey data at the site. We will utilize the US Department of the Interior, Bureau of Reclamation's Embankment Dam Instrumentation Manual as guidance in developing the monitoring plan.

Task 8.2 – Preparation of Plans and Specifications for Setting of Survey Monuments

FPA will prepare one drawing containing all the details and specifications for the placement of survey monuments at the dam site. As suggested in the Black and Veatch report or as developed in the monitoring plan, the monuments will be proposed to be set in accessible locations on the spillway wingwalls, the intake structure and at locations along the crest of the dam. One monument each will be set on the north or south dam abutment and will be founded on bedrock material to be utilized as fixed controls.

Task 8.3 – Oversight of Setting of Monuments

FPA will observe the placement of the survey monuments to assure that they are constructed and placed in accordance with the plans and specifications. Our inspection will not be full time but will be scheduled with the contractor at critical periods of placement (foundation, structural and prior to backfilling).

Task 8.4 – Initial Monitoring Survey

Upon completion of the installation of the survey monuments, FPA will survey the monuments to establish the exact location and elevation. The horizontal location of each monument will be noted by its latitude and longitude and the vertical elevation will be established. The initial survey will be conducted with survey methods as established in Task 6.1 above.

Task 8.5 – Preparation of Survey Report

FPA will prepare a survey report which establishes the details of the monuments that were placed and the initial survey data that was established for each monument. A detailed description of the methods used to establish the locations and elevations will be included.

TASK 9 - IMPROVEMENT OF MONITORING OF OBSERVATION WELLS

The dam currently possesses eight (8) monitoring wells for monitoring of water levels within the dam embankment. Four (4) wells are located upstream of the concrete corewall and four (4) wells are located on the face of the dam downstream of the concrete corewall. SMC MUA currently takes manual readings at the monitoring wells on a monthly basis. It has been recommended that improvements to the methods of collecting instrumentation data be examined. A number of methods are available to implement at the site including the installation of vibrating wire piezometers and installation of data loggers within the existing wells. A method of relaying the data to a central location to be recorded is preferred.



Task 9.1 – Investigation of Monitoring Options

FPA will investigate the options available and develop pros and cons of each system. We will include the estimated cost of each option. We will coordinate with the Authority in the selection of the preferred option. Each option will consider the measures necessary to supply power to the system and the means of providing remote access to the data.

Task 9.2 – Preparation of Plans and Specifications

FPA will prepare one drawing containing all the details and specifications for the installation of groundwater monitoring instrumentation at the dam site. If new piezometers are selected, FPA will include a specification of the closure of the existing wells.

Task 9.3 – Permitting/Approvals

Dam Safety Approval. Instrumentation of the dam is an appurtenant feature of the Clyde Potts Reservoir Dam. As such improvements or replacement will be regulated by the Bureau of Dam Safety. FPA will provide the plans and specifications for the installation or modifications to the Bureau to obtain the necessary permit or approval to complete the project.

NJDEP Well Permit. If necessary, based upon the selected option, FPA will specify that the drilling contractor retained to install new piezometers and abandon existing observation wells be required to obtain the necessary permits from the NJDEP per N.J.A.C. 7:9D Well Construction and Maintenance; Sealing of Abandoned Wells.

TASK 10 – TABLE TOP DAM FAILURE EXERCISE

For a large, high hazard dam such as the Clyde Potts Reservoir Dam, the NJDEP recommends exercising of the Emergency Action Plan. FPA will prepare and present one Tabletop Dam Break Exercise (Exercise) for Clyde Potts Reservoir Dam in compliance with the Bureau’s “Guidelines for Developing an Emergency Action Plan”, revised April 2008. The Exercise will require one preparation meeting, office administration, inundation area reconnaissance and the Exercise itself.

Task 10.1 – Site Reconnaissance

Our scope of work will include electronic reconnaissance (lidar, street views, etc.) of the inundation area to obtain information about the inundation area to evaluate critical structures and impacts downstream of the Clyde Potts Reservoir Dam. Photographs of structures and roadways will be taken and included in the PowerPoint presentation for the Exercise. Depth of water and corresponding flow rate will be estimated at these locations so that a realistic determination can be made regarding the necessary emergency actions. This information will be based upon the current dam breach modeling and inundation mapping. Reconnaissance of the



inundation area will be performed by FPA staff directed by Mr. Ritchey and Mr. Marx, and will give the Tabletop Exercise presenters comprehensive knowledge of the inundation area.

Task 10.2 – Meetings

We assume that one teleconference with SMCMUA personnel will be necessary to prepare for the Exercise. The level of intensity of the Exercise will be determined during the initial preparation meeting which will consist of a brainstorming session to determine which of the four different emergency classifications (Advisory, Warning, Emergency and Breach) will be discussed in the Exercise. In addition, the potential failure modes specific to Clyde Potts Reservoir Dam will be discussed for inclusion into the Exercise. The SMCMUA personnel involved with the preparation of the Exercise should not be involved with any of the Owner/Operator responsibilities in the EAP. The Exercise will be less effective if the EAP personnel had prior knowledge of the scenarios and potential failure modes which will be discussed during the Exercise. The initial preparation meeting will be attended by John Ritchey, P.E. and Christopher Marx, P.E. and is anticipated to be 2 hours in length.

Task 10.3 – Tabletop Preparation/coordination

FPA will prepare a power point presentation for use at the Tabletop Exercise. The PowerPoint will be utilized to present the scenarios and potential failure modes discussed and selected during the initial preparation meeting. This presentation will lead the discussion into the hypothetical emergency response that would occur for the selected events. FPA will coordinate with the SMCMUA, the various Township and County Office(s) of Emergency Management (OEM), State Police, and the NJDEP Bureau of Dam Safety on the time and location of exercise.

Task 10.4 – Tabletop Exercise Presentation

The Tabletop Exercise will be held at a location to be coordinated with the SMCMUA at a date and time mutually agreed to by the stakeholders. At the conclusion of the Tabletop Dam Break Exercise, FPA will provide a written summary highlighting the conclusions and recommendations of the Exercise.

ESTIMATED PROFESSIONAL SERVICES FEES AND CONSTRUCTION COSTS

Attached are tables representing the estimated professional services fees and the construction costs for tasks involving anticipated construction activities. These estimates have been made to the best of our ability using current hourly rates for the professional service fees and current construction costs for materials and labor in an effort to provide the Authority with estimated costs for capital planning. Professional services fees will be updated at the time that the Authority requests a final proposal/cost for undertaking the task. Actual construction costs will be estimated based upon the final design generated from the design task. Attached are our current 2021 Schedule of Fees.



CLOSING

We greatly appreciate the opportunity to support the Southeast Morris County MUA on the Clyde Potts Dam. We will provide final proposals for each task upon your request. If you have any questions regarding the information presented in this letter, please do not hesitate to contact me.

Sincerely,

FRENCH & PARRELLO ASSOCIATES, PA

A handwritten signature in blue ink that reads "John C. Ritchey".

John C. Ritchey, PE
Project Consultant

A handwritten signature in blue ink that reads "Christopher W. Marx".

Christopher W. Marx, PE
Sr. Project Manager



Senior Project Consultant.....	\$220.00/hr.
Project Consultant	\$195.00/hr.
Senior Project Manager.....	\$180.00/hr.
Project Manager	\$170.00/hr.
Senior Engineer.....	\$165.00/hr.
Project Engineer	\$140.00/hr.
Senior Staff Engineer	\$115.00/hr.
Staff Engineer	\$100.00/hr.
Licensed Site Remediation Professional (LSRP)	\$180.00/hr.
Professional Geologist	\$145.00/hr.
Senior Environmental Specialist.....	\$145.00/hr.
Senior Environmental Scientist	\$135.00/hr.
Environmental Project Coordinator	\$130.00/hr.
Environmental Engineer	\$110.00/hr.
Environmental Scientist.....	\$105.00/hr.
Environmental Permitting Assistant	\$95.00/hr.
Environmental Technician	\$90.00/hr.
Licensed Landscape Architect	\$155.00/hr.
Landscape Designer.....	\$105.00/hr.
Professional Planner.....	\$140.00/hr.
Professional Land Surveyor	\$185.00/hr.
Senior Designer.....	\$135.00/hr.
Designer	\$120.00/hr.
Senior Drafter	\$105.00/hr.
Drafter.....	\$95.00/hr.
Technical Coordinator	\$85.00/hr.
Survey Party Chief.....	\$130.00/hr.
Senior Survey Technician.....	\$115.00/hr.
Survey Technician.....	\$95.00/hr.
Survey Field Crew (two person)	\$220.00/hr.
Survey Field Crew Robotic (1 person)	\$185.00/hr.
Lab Supervisor	\$110.00/hr.
Resident Engineer	\$120.00/hr.
Senior Field Representative.....	\$90.00/hr.
Field Representative.....	\$85.00/hr.
Field Technician	\$75.00/hr.
Staff Professional	\$60.00/hr.
Technical Assistant	\$75.00/hr.
Administrative Services	\$65.00/hr.

**Project: Capital Improvements at Clyde Potts Reservoir Dam
Estimated Professional Services Fees**



PROPOSAL NO: 7875.PR7
 DATE: September 8, 2021
 CONSULTANT: French & Parrello Associates
 CLIENT: Southeast Morris County MUA

TASK	DESCRIPTION	Project Consultant	Sr. Project Manager	Senior Engineer	Staff Engineer	Admin.	Expenses	TOTAL Hours	TOTAL Cost
	Hourly Rates	\$ 195.00	\$ 180.00	\$ 165.00	\$ 100.00	\$ 65.00			
1	Electric Service to Top of Dam								
	1.1 Power Supply Design	2	4	2	60				\$ 7,440.00
	1.2 Construction Administration	2	2	2	36				\$ 4,680.00
	Task 1 Total Hours:	4	6	4	96	0		110	
	Task 1 Subtotal Cost:	\$ 780.00	\$ 1,080.00	\$ 660.00	\$ 9,600.00	\$ -	\$ -		\$ 12,120.00
2	Stilling Basin Sediment Removal and Chute Spillway Improvements								
	2.1 Wetlands Delineation, Survey and Geotechnical Data Collection								
	Subtask 2.1.1 Wetlands Delineation		2		2		\$ 1,500.00	4	\$ 2,060.00
	Subtask 2.1.2 Survey		2		4		\$ 7,500.00	6	\$ 8,260.00
	Subtask 2.1.3 Geotechnical		2		4		\$ 2,500.00	6	\$ 3,260.00
	2.2 Sediment Volume Determination			1	2			3	\$ 365.00
	2.3 Dredging Plan Development	2	4	8	16			30	\$ 4,030.00
	2.4 Storm Drain Sediment Trap/Joint Repair Design	2	2	6	20			30	\$ 3,740.00
	2.5 Preparation of Plans and Specifications	4	16	24	64			108	\$ 14,020.00
	2.6 Permitting	2	4	8	40	2		56	\$ 6,560.00
	2.7 Investigation of Stream Bed below Stilling Basin Weir	2	2	2	4			10	\$ 1,480.00
	Task 2 Total Hours:	12	34	49	156	2		253	
	Task 2 Subtotal Cost:	\$ 2,340.00	\$ 6,120.00	\$ 8,085.00	\$ 15,600.00	\$ 130.00	\$ 11,500.00		\$ 43,775.00
3	Table Top Dam Failure Exercise (FY22)								
	3.1 Site Reconnaissance		2		8			10	\$ 1,160.00
	3.2 Meetings		2					2	\$ 360.00
	3.3 Tabletop Preparation/coordination		4		16			20	\$ 2,320.00
	3.4 Table Exercise Presentation	3	3					6	\$ 1,125.00
	Task 3 Total Hours:	3	11	0	24	0		38	
	Task 3 Subtotal Cost:	\$ 585.00	\$ 1,980.00	\$ -	\$ 2,400.00	\$ -	\$ -		\$ 4,965.00

**Project: Capital Improvements at Clyde Potts Reservoir Dam
Estimated Professional Services Fees**



PROPOSAL NO: 7875.PR7
 DATE: September 8, 2021
 CONSULTANT: French & Parrello Associates
 CLIENT: Southeast Morris County MUA

TASK	DESCRIPTION	Project Consultant	Sr. Project Manager	Senior Engineer	Staff Engineer	Admin.	Expenses	TOTAL Hours	TOTAL Cost
	Hourly Rates	\$ 195.00	\$ 180.00	\$ 165.00	\$ 100.00	\$ 65.00			
4	Upgrades to Internal Drainage								
	4.1 Investigation of Existing Conditions		1	2	8			11	\$ 1,310.00
	4.2 Survey		2	2	4			8	\$ 1,090.00
	4.3 Design of internal drainage improvements or replacement	1	1	4	24			30	\$ 3,435.00
	4.4 Preparation of Plans and Specifications	1	1	8	40			50	\$ 5,695.00
	4.5 Permitting/Approvals	1	2	2	8	2		15	\$ 1,815.00
	Task 4 Total Hours:	3	7	18	84	2		114	
	Task 4 Subtotal Cost:	\$ 585.00	\$ 1,260.00	\$ 2,970.00	\$ 8,400.00	\$ 130.00	\$ -		\$ 13,345.00
5	Safety Upgrades / Tower Improvements								
	5.1 Access Hatch with Safety Railing design	1	2	3	18			24	\$ 2,850.00
	5.2 Construction Joint Repair design		2	1	3			6	\$ 825.00
	5.3 18" LLO trash rack design		2	1	4			7	\$ 925.00
	5.4 Bubbler Tubing removal and reconfiguration		2	2	4			8	\$ 1,090.00
	5.5 Preparation of Plans and Specifications		1	2	40			43	\$ 4,510.00
	5.6 Permitting/Approvals	2	2	1	4	2		11	\$ 1,445.00
	Task 5 Total Hours:	3	11	10	73	2		99	
	Task 5 Subtotal Cost:	\$ 585.00	\$ 1,980.00	\$ 1,650.00	\$ 7,300.00	\$ 130.00	\$ -		\$ 11,645.00
6	Formal Inspection with Underwater Inspection of Tower								
	6.1 Formal Inspection	4	4		35	2		45	\$ 5,130.00
	6.2 Underwater Inspection w/ report	1	2		4		\$ 13,500.00	7	\$ 14,455.00
	Task 6 Total Hours:	5	6	0	39	2		52	
	Task 6 Subtotal Cost:	\$ 975.00	\$ 1,080.00	\$ -	\$ 3,900.00	\$ 130.00	\$ 13,500.00		\$ 19,585.00
7	Hydrologic and Hydraulic Evaluation								
	7.1 Reevaluation of H&H	6	8	12	60	2			\$ 10,720.00
	Task 7 Total Hours:	6	8	12	60	2		88	
	Task 7 Subtotal Cost:	\$ 1,170.00	\$ 1,440.00	\$ 1,980.00	\$ 6,000.00	\$ 130.00	\$ -		\$ 10,720.00

**Project: Capital Improvements at Clyde Potts Reservoir Dam
Estimated Professional Services Fees**



PROPOSAL NO: 7875.PR7
 DATE: September 8, 2021
 CONSULTANT: French & Parrello Associates
 CLIENT: Southeast Morris County MUA

TASK	DESCRIPTION	Project Consultant	Sr. Project Manager	Senior Engineer	Staff Engineer	Admin.	Expenses	TOTAL Hours	TOTAL Cost
	Hourly Rates	\$ 195.00	\$ 180.00	\$ 165.00	\$ 100.00	\$ 65.00			
8	Monitoring Survey								
	8.1 Design of Monitoring Plan/location of survey monuments	1	2	4	8			15	\$ 2,015.00
	8.2 Preparation of Plans and Specs for setting survey monuments		1	2	4	2		9	\$ 1,040.00
	8.3 Oversight of setting of monitoring monuments		1		8			9	\$ 980.00
	8.4 Initial monitoring survey		4				\$ 6,000.00	4	\$ 6,720.00
	Task 8 Total Hours:	1	8	6	20	2		37	
	Task 8 Subtotal Cost:	\$ 195.00	\$ 1,440.00	\$ 990.00	\$ 2,000.00	\$ 130.00	\$ 6,000.00		\$ 10,755.00
9	Improvement of Monitoring of Observation Wells								
	9.1 Investigaton of Monitoring Options	4	4	8	30			46	\$ 5,820.00
	9.2 Preparation of Plans and Specificaitons		2	4	24			30	\$ 3,420.00
	9.3 Permitting/Approvals		1	1	4	2		8	\$ 875.00
	Task 9 Total Hours:	4	7	13	58	2		84	
	Task 9 Subtotal Cost:	\$ 780.00	\$ 1,260.00	\$ 2,145.00	\$ 5,800.00	\$ 130.00	\$ -		\$ 10,115.00
10	Table Top Dam Failure Exercise (FY24)								
	10.1 Site Reconnaissance		1		4			5	\$ 580.00
	10.2 Meetings		2					2	\$ 360.00
	10.3 Tabletop Preparation/coordination		2		8			10	\$ 1,160.00
	10.4 Table Exercise Presentation	3	3					6	\$ 1,125.00
	Task 10 Total Hours:	3	8	0	12	0		23	
	Task 10 Subtotal Cost:	\$ 585.00	\$ 1,440.00	\$ -	\$ 1,200.00	\$ -	\$ -		\$ 3,225.00

CAPITAL IMPROVEMENTS AT CLYDE POTTS RESERVOIR DAM

**Project: Capital Improvements at Clyde Potts Reservoir Dam
Estimated Construction Costs**



PROPOSAL NO: 7875.PR7
DATE: September 8, 2021
CONSULTANT: French & Parrello Associates
CLIENT: Southeast Morris County MUA

Engineer's Estimate of Probable Construction Cost Task 1 Electric Service to Top of Dam							
Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1			\$20,500.00	\$20,500.00
2	INSTALLATION OF UNDERGROUND ELECTRICAL LINE	LF	700			\$150.00	\$105,000.00

Total Engineer's Estimate of Probable Construction Cost \$125,500.00
20% Contingency \$25,100.00
Rounded Total \$151,000.00

Engineer's Estimate of Probable Construction Cost Task 2 Stilling Basin/Chute							
Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1		1	\$46,000.00	\$55,000.00
2	PRE- AND POST-CONSTRUCTION SURVEYS	LS	1		1	\$6,000.00	\$6,000.00
3	CLEARING SITE	LS	1		1	\$10,000.00	\$10,000.00
4	SOIL EROSION AND SEDIMENT CONTROL	LS	1		1	\$5,000.00	\$5,000.00
5	CONTROL OF WATER	LS	1		1	\$5,000.00	\$5,000.00
6	DREDGING	CY	1,530	100	1,630	\$35.00	\$57,050.00
7	DREDGE SPOIL SEPARATION/HANDLING	CY	1,530	100	1,630	\$50.00	\$81,500.00
8	SEDIMENT CATCH BASINS	EACH	2		2	\$30,000.00	\$60,000.00
9	WALL JOINT REPAIR	LF	170		170	\$8.00	\$1,360.00
10	SITE RESTORATION	LS	1		1	\$5,000.00	\$5,000.00

Total Engineer's Estimate of Probable Construction Cost \$285,910.00
20% Contingency \$57,182.00
Rounded Total \$344,000.00



CAPITAL IMPROVEMENTS AT CLYDE POTTS RESERVOIR DAM

Engineer's Estimate of Probable Construction Cost Task 4 Internal Drainage

Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1			\$33,000.00	\$33,000.00
2	CONSTRUCTION OF BLANKET DRAIN (LEFT DOWNSTREAM FACE)	SF	3,000			\$30.00	\$90,000.00
3	CONSTRUCTION OF BLANKET DRAIN (ADJACENT TO STILLING BASIN)	SF	1,500			\$30.00	\$45,000.00
4	CONSTRUCTION OF 5 MONITORING OUTLETS	EA	5			\$5,000.00	\$25,000.00
5	DRAIN REPAIR	LF	200			\$35.00	\$7,000.00

Total Engineer's Estimate of Probable Construction Cost \$200,000.00
 20% Contingency \$40,000.00
Rounded Total \$240,000.00

Engineer's Estimate of Probable Construction Cost Task 5 Intake Tower Improvements

Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1			\$10,540.00	\$10,540.00
2	ACCESS HATCH WITH SAFETY RAILING	EA	4			\$5,000.00	\$20,000.00
3	CONSTRUCTION JOINT REPAIR	LS	1			\$12,200.00	\$12,200.00
4	18" LLO TRASH RACK	EA	1			\$10,000.00	\$10,000.00
5	REMOVAL AND RECONFIGURATION OF BUBBLER TUBING	LS	1			\$10,500.00	\$10,500.00

Total Engineer's Estimate of Probable Construction Cost \$63,240.00
 20% Contingency \$12,648.00
Rounded Total \$76,000.00

CAPITAL IMPROVEMENTS AT CLYDE POTTS RESERVOIR DAM

Engineer's Estimate of Probable Construction Cost Task 8 Monitoring Survey							
Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1			\$5,550.00	\$5,550.00
2	INSTALLATION OF 2 SURVEY MONUMENTS TO BEDROCK	EA	2			\$6,000.00	\$12,000.00
3	INSTALLATION OF 3 SURVEY MONUMENTS ON EMBANKMENT	EA	3			\$4,500.00	\$13,500.00
4	INSTALLATION OF 3 SURVEY MONUMENTS ON STRUCTURES	EA	3			\$750.00	\$2,250.00

Total Engineer's Estimate of Probable Construction Cost \$33,300.00
 20% Contingency \$6,660.00
Rounded Total \$40,000.00

Engineer's Estimate of Probable Construction Cost Task 9 Monitoring Well Improvements							
Pay Item No.	Description	Unit	Plan Quantity	If and Where Directed Quantity	Total Contract Quantity	Unit Price	Extension
1	MOBILIZATION AND DEMOBILIZATION	LS	1			\$31,600.00	\$31,600.00
2	INSTALLATION OF 8 VIBRATING WIRE PIEZOMETERS	EA	8			\$10,000.00	\$80,000.00
3	CLOSURE OF 8 OBSERVATION WELLS	EA	8			\$750.00	\$6,000.00
4	POWER SUPPLY TO PIEZOMETERS	LF	800			\$50.00	\$40,000.00
5	REMOTE ACCESS	EA	8			\$4,000.00	\$32,000.00

Total Engineer's Estimate of Probable Construction Cost \$189,600.00
 20% Contingency \$37,920.00
Rounded Total \$228,000.00

TREASURER'S CERTIFICATION

I certify that there are sufficient funds available (\$25,465.00) for payment of a professional service contract with French & Parrello Associates for professional engineering services in connection with capital improvements at the Clyde Potts Reservoir Dam. This item will be charged to Account No. 02-00-500-482 (2021 T&D – CP Dam Reservoir Improvements).



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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

Resolution No. 10-22

RESOLUTION RATIFYING AMENDMENT TO AGREEMENT WITH GENOVA BURNS LLC
FOR SPECIAL LABOR COUNSEL AND HUMAN RESOURCES SERVICES

WHEREAS, the Authority has a need for special labor counsel and human resources services; and

WHEREAS, Genova Burns, L.L.C. ("GB") agreed to the providing of such services at a maximum amount of \$40,000; and

WHEREAS, the Authority entered into an agreement with GB dated January 1, 2021 (the "Agreement"); and

WHEREAS, on March 18, 2021, the Members authorized an amendment to increase the total maximum not-to-exceed amount of the Agreement by \$33,000 to cover the cost of additional unanticipated services in connection with human resource matters; and

WHEREAS, on June 17, 2021, the Members authorized an additional amendment to increase the total maximum not-to-exceed amount of the Agreement by \$25,000 to cover the cost of additional unanticipated services in connection with human resource matters; and

WHEREAS, on October 21, 2021, the Members authorized an additional amendment to increase the total maximum not-to-exceed amount of the Agreement by \$25,000 to cover the cost of additional unanticipated services in connection with human resource matters; and

WHEREAS, on December 16, 2021, the Members authorized an additional amendment to increase the total maximum not-to-exceed amount of the Agreement by \$13,000 to cover the cost of additional unanticipated services in connection with human resource matters; and

WHEREAS, additional unanticipated services in the amount of \$4,775.52 are necessary to cover the cost of additional labor counsel services; and

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

WHEREAS, this Contract is being amended 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, GB 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, funds are available and have been certified by the Treasurer of the Authority; 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;

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

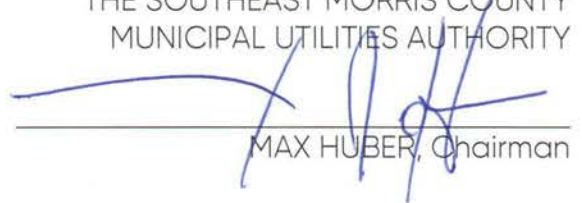
1. The Agreement with Genova Burns, L.L.C. for special labor counsel and human resources services, and other assigned matters, dated January 1, 2021 be amended to reflect a total maximum not-to-exceed amount of \$140,775.52.
2. That the Executive Director be and is hereby authorized and directed to execute an amendatory contract with regard to said project on behalf of the Authority in the manner provided by law.
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 and the contract herein approved shall be filed in the office of the Secretary of the Authority 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


MAX HUBER, Chairman

Dated: January 20, 2022

TREASURER'S CERTIFICATION

I hereby certify funds are available in the amount of \$4,775.52 for payment of an amendment to the agreement with Genova Burns, L.L.C., for special labor counsel and human resources services. The total maximum amount of agreement contract will not exceed \$140,775.52. This item will be charged to Account No. 02-10-400-607 (Operating Costs – General Administration: Professional Services – Personnel).



CHARLES MAGGIO, Treasurer

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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

Resolution No. 11-22

RESOLUTION COMMENDING ADOLF SCHIMPF FOR SERVICE AS BOARD MEMBER OF THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, Adolf Schimpf of the Township of Hanover, New Jersey, has served as a valued Member (Commissioner) of The Southeast Morris County Municipal Utilities Authority ("Authority") since 1982; and

WHEREAS, Adolf Schimpf has held the offices of Chairman, Vice Chairman and Secretary of the Authority during his terms of office; and

WHEREAS, Adolf Schimpf has also chaired and served on the various standing and special committees of the Authority; and

WHEREAS, during his tenure as a Member of the Authority, Adolf Schimpf has demonstrated extraordinary dedication, ability and leadership; and has been instrumental in the Authority's accomplishing extensive and outstanding improvements to the Water System; and

WHEREAS, Adolf Schimpf will conclude his forty years of distinguished service as Member of the Authority on February 1, 2022; and

WHEREAS, The Southeast Morris County Municipal Utilities Authority wishes to acknowledge and extend its gratitude and appreciation to Adolf Schimpf for his faithful and dedicated service on behalf of the Members, staff and customers of the Authority.

NOW THEREFORE BE IT RESOLVED by the Members of The Southeast Morris County Municipal Utilities Authority that Adolf Schimpf be and is hereby commended for his dedicated and faithful service and leadership as Board Member of the Authority; and

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.

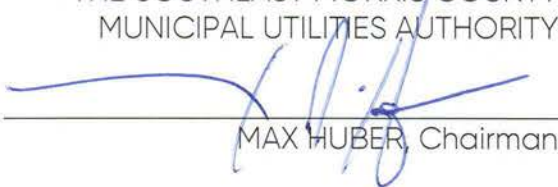
Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

BE IT FURTHER RESOLVED that the Secretary to the Authority is hereby directed to incorporate this resolution in the official minutes of the Authority and deliver a certified copy of this resolution to Adolf Schimpf.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022



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

Resolution No. 13-22

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

WHEREAS, a Memorandum of Agreement ("MOA") between The Southeast Morris County Municipal Utilities Authority (the "Authority") and New Jersey Water Utilities United Local 1 ("Local 1") was previously executed by Local 1 and approved and ratified by the Authority through the adoption by the Authority of Resolution no. 99-21 at its September 2, 2021, meeting; and

WHEREAS, said MOA contemplated the updating and revision of the 2016 Collective Bargaining Agreement between the Authority and Local 1's predecessor bargaining unit, International Brotherhood of Teamsters Local 469, to reflect the revised terms of the MOA; and

WHEREAS, the revised terms agreed to in the MOA by the Authority and Local 1 have been incorporated into the 2016 Collective Bargaining Agreement in the attached form of Agreement, which has been subsequently executed by and on behalf of Local 1; and

WHEREAS, the proposed Agreement between Local 1 and the Authority shall be effective January 1, 2019 and remain in effect to December 31, 2023.

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

1. The proposed Agreement between New Jersey Water Utilities United Local 1 and The Southeast Morris County Municipal Utilities Authority be and the same is hereby approved in the form annexed hereto.
2. The Chairperson or Vice Chair and Secretary or Assistant Secretary of the Authority be and they are hereby authorized and directed to execute and deliver the Agreement as herein approved in the manner prescribed by law.

Board Members

Morristown:
Max Huber
Donald Kissil

Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

Executive Director: Laura Cummings, P.E.

Chief Engineer: John J. Elam, P.E.


Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

3. The Executive Director is hereby authorized to implement the terms of the Agreement in accordance with the provisions of same.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: January 20, 2022

AGREEMENT

between

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

and

NEW JERSEY WATER UTILITIES UNITED LOCAL 1

EFFECTIVE

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

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This Agreement made and entered dated as of January ____ 2022, and effective as hereinafter provided by and between THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY, a municipal utilities authority of the State of New Jersey, hereinafter referred to as the "Authority", and the NEW JERSEY WATER UTILITIES UNITED LOCAL 1, hereinafter referred to as the "Union";

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Authority recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1. Representation and Recognition. The Union having been certified as a result of an election conducted by the State of New Jersey Public Employment Relations Commission as the representative for the purposes of collective negotiations is hereby recognized by the Authority as the exclusive representative of all employees in the negotiating unit. The negotiating unit shall consist of all full and part-time white and blue collar employees of the Authority except all managerial executives, supervisors, confidential employees and police within the meaning of the Public Employment Relations Act.

Section 2. As used in Agreement the following terms have the following meanings:

"Full-time Employee" – a regular, full-time active employee of the Authority who is a member of the group represented by the Union.

"Part-time Employee" – a regular, active employee of the Authority who is a member of the group represented by the Union and who is scheduled to work less than thirty (30) hours per week.

"Employee" – unless limited specifically or by context, either a full-time or part-time member.

ARTICLE II

DUES CHECK OFF AND AGENCY SHOP FEES

Section 1. 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. Deductions shall be made from the first payroll in each month and initiation fees 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.

Section 2. The Union dues deducted from an employee's pay will be transmitted to the the Union by check within ten (10) working days after the first period in which the deductions are made, and within ten (10) working days after such deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

Section 3. The Union agrees to furnish written authorization in accordance with the State Statute (N.J.S.A. 52:14-15.9) from each employee authorizing these deductions. The Union further agrees to be bound by all provisions of said State Statute, as well as all other applicable provisions of law pertaining to dues check off.

Section 4. Employees shall be eligible to join the Union as full dues paying members after the one hundred and eighty (180) day probationary period has been completed. Section 5. The Union agrees that it will indemnify and save harmless the Authority against any claims, actions, demands, losses or expenses in any matter resulting from action taken by the Authority at the request of the Union.

Section 6. No Discrimination or Coercion. Neither the Authority, nor the Union, shall unlawfully discriminate against, or in favor of, any employee because of such employee's race, color, religion, sex, national origin, sexual orientation or age. The Authority will not discriminate against employees who are not members of the Union.

ARTICLE III

MANAGEMENT RIGHTS

The management of the Authority and the direction of the working forces, including but not restricted to the right to plan and execute operations, the right to hire, the right to determine the qualifications of applicants for employment, as well as the number and class of employees it shall hire, the right to determine the number and class of employees it shall retain in employment at all times, shall vest solely and exclusively with the Authority. The right to assign, reassign, transfer, promote, demote, layoff and release employees for just cause and the right to impose discipline for just cause, shall vest solely and exclusively with the Authority, subject, however, to the terms of this Agreement and the laws of the State of New Jersey governing public

employment. Nothing contained in this Agreement shall be construed to deny or restrict the Authority under N.J.S.A. 40:14B-1 et seq. or any other law of the State of New Jersey.

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 3. Overtime.

Primary Function. Both parties to this Agreement recognize that their primary function of the Authority is the rendering of essential services for the protection of public health and public safety to the customers of the Authority. In rendering such service, it is often necessary to cope with unexpected and unpredictable emergency situations which require the return to work of some employees outside of the basic workday. The parties recognize that performance of overtime is included in each of the employee's job descriptions.

The Authority may utilize alternate means, including but not limited to the use of outside contractors, to supplement or perform the assignment. Within 90 days of ratification of this agreement, the Authority and Local 1 will meet to discuss the Authority's performance of repairs on State and County roads.

1. **Unplanned or Emergency Overtime Assignments.** Emergency or unplanned overtime will be assigned based on a rotating seniority basis among qualified employees. Seniority is defined as service time with the Authority. The emergency or unplanned overtime shall be offered to the most senior qualified employee on the seniority list. If the overtime is turned down, the employee's name will be placed at the bottom of the list and the next qualified employee will be offered the assignment.

The list will be exhausted in order of seniority and if the assignment is not accepted, it will be offered to those on the alternative list of employees assigned to other divisions. Those employees will be offered the assignment in order of service seniority on a rotational basis. If the assignment remains unaccepted, it will be assigned as set forth in Paragraph 5 below.

2. Offers for overtime assignment begin at the point on the Occupational Group list after the most recent assignment.

3. **Emergency Callouts**

- a. Management will determine the emergent work conditions of an event, such as, but not limited to, that impacting the water supply or water quality.
- b. Management will utilize the employees preferred contact number for emergency callouts and will make two (2) attempts at contacting the employee. Management will not contact an employee for emergency callouts if the employee is utilizing paid-time-off on that same business day.
- c. Employees called in for an emergency callout must respond on site within two (2) hours unless otherwise approved by Management.

4. **Scheduled Overtime Assignments**

(a) Management will post scheduled overtime assignments, identifying the occupational positions required, work day and work schedule, as follows:

- (1) Every Monday, the schedule will be posted by the open of business, or 7:30 AM.
 - i. The schedule posted will cover the period between the following Monday through Sunday or longer period if needed.
 - ii. If Monday is a holiday, the schedule will be posted on the preceding business day.

- (2) Qualified employees will sign up for those assignments of which they are available by 4:00 PM on that Tuesday.
 - i. If Tuesday is a holiday, then sign up will be due on the following business day.;
- (3) Scheduled overtime will be assigned based on a rotating basis among qualified employees. Scheduled overtime shall be offered to the most senior qualified employee on the seniority list. If the overtime is turned down, the employee's name will be placed at the bottom of the list and the next qualified employee will be offered the assignment.
- (4) Division management will finalize and post the assignments by 7:30 AM on that Thursday. If the preceding Wednesday or that Thursday are holidays, then management will finalize on the following business day.
- (5) Within 90 days of the ratification of this Agreement, the Authority and Local 1 will meet to explore circumstances in which an employee may perform scheduled overtime during an employee's assigned standby.

5. Unfilled Emergency or Scheduled Assignments

- a. If no one accepts an overtime or scheduled overtime assignment, the least senior employee in the Division, within the qualified Occupational Group, will be assigned.
- (b) An employee assigned unfilled emergency or scheduled assignments must report as directed.
- (c) Management will periodically meet with employees to review their responses to emergency and scheduled overtime assignments.
- (d) A mandatory meeting will be held with an employee after their fourth refusal to accept emergency overtime within any quarter. The meeting will be to discuss and remediate any pattern of refusal to accept emergency or scheduled overtime assignments. Quarters are defined as January-March, April – June, July – September and August – December.

Section 4. Overtime Rates and Compensatory Time.

Basic Work week.

1. For employees assigned a 40 hour work week. Work performed, inclusive of paid-time-off, in excess of the basic 8-hour basic work day will be paid at a rate of one and one-half (1.5) times the base rate.
2. For employees assigned a 37.5-hour work week. Work performed, inclusive of paid-time-off, will be paid at the straight time rate for the hours worked between 37.5 and 40 hours, and at one and one-half (1.5) times the base rate for all hours worked in

excess of 40 hours in a basic work week.

Overtime rates shall be applied for a fourth shift worked without interruption immediately after an employee has worked three consecutive full shifts at a rate of one and one-half times base rate of pay.

Overtime rates will be applied to the first day off after the basic five (5) day work week and will be paid at a rate of one and one-half (1.5) times the base rate.

Overtime rates will be applied to the second day off after the basic five (5) day work week and will be paid at a rate of two (2) times the base rate.

Section 5. Holidays. One and one-half times (1.5) base pay in addition to the holiday pay consisting of pay for a basic workday shall be paid for all work performed on a holiday, except that for work performed on New Year's Day, Thanksgiving Day and Christmas Day which will be paid at two (2) times base rate shall be paid for all work performed in addition to said holiday pay.

Section 6. Minimum Callout Period. When an employee, who is not on assigned standby, is called out to work outside the employee's regular working hours, the employee shall be paid for all hours worked at the applicable rate under this Agreement or be paid for a minimum of four (4) hours at the applicable rate if less than that number of hours worked is performed on that call out.

Section 7. Meal Allowance. An employee who is required to work four or more hours of overtime past the employee's normal quitting time shall receive a meal allowance of \$12.00 for every four such continuous hours worked. One-half hour mealtime shall be allowed after each four hours of overtime worked. The Authority shall not be required to pay meal expense to an employee who works eight hours or less on a holiday or other rest day for which overtime has been scheduled in advance.

Section 8. Early and Emergency Closings and Delayed Openings. There are times when the best interests of the Authority and the health, safety and welfare of employees are best served by modifying the standard work hours. Management is solely responsible for making such a decision.

In such circumstances, only employees who are scheduled and report to work shall be excused from work with pay for the hours authorized. No employee who scheduled a vacation, personal, sick or other authorized time off shall qualify for paid time off under these circumstances.

Overtime rates shall apply as if the day is a basic workday as defined in Section 3.

ARTICLE V

STANDBY AND CALL OUT

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

B. Effective January 1, 2022 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.

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.

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

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

D. 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. The Treatment and Pumping 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.

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.

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.

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.

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:

(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.

ARTICLE VI

HOLIDAYS

Section 1. Observance. All permanent employees are entitled to the following holidays off with regular pay, except for those holidays occurring while in a non-pay status (including but not limited to absence while being paid workmen's compensation, military leave, maternity leave or any other unpaid leave of absence).

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In addition to the above listed holidays, employees shall be entitled to two (2) floating holidays during the course of the year. Employees shall request a floating holiday in accordance with the procedures for vacation time. Floating holidays may be taken in one (1) hour increments.

Section 2. Holiday Pay. Employees shall receive pay for such holidays regardless of the day upon which such holidays fall so that holidays falling on Saturday will be celebrated on the preceding Friday and all holidays falling on Sunday will be celebrated on the following Monday. Overtime shall be paid for work on the day on which any of the above holidays is celebrated in accordance with that Section of Article IV entitled "Overtime".

ARTICLE VII

TRIAL PERIOD

Section 1. Trial Period for Employees. All persons who hereafter are hired by the Authority 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.

Upon written notification by the Authority of successful completion of the probationary period, an employee shall be eligible to receive compensation as outlined on the wage schedule and job title attached hereto and made a part hereof.

ARTICLE VIII

SENIORITY

Section 1. The aggregate of all periods of employment with the Authority shall be known as "service". The provisions of this Article shall apply to full-time permanent employees only and shall not apply to full-time probationary employees who shall not accrue service credit during their probationary period.

Section 2. The length of service in a specific position or classification shall be known as "occupational seniority". The length of service with the Authority shall be known as "Authority seniority."

Section 3. The Authority shall post each January 1 and July 1, revised occupational seniority and service seniority lists and provide the Union with a copy of each.

ARTICLE IX

PROMOTIONS AND TRANSFERS

Section 1. Posting Application for Vacancies and New Positions. When a vacancy in an existing position occurs or a new position is created, the Authority shall post a notice on the bulletin board for a period of five (5) working days, setting forth the duties and requirements of the position including the workweek. Such notice shall also state the salary range (minimum and maximum) for the position posted and the minimum qualifications to be met by the candidates for promotion to such vacancy or new position. At the time of posting, the Authority shall furnish to the Union a copy of the notice. Employees desiring to be considered must, before such date as is specified in the notice, make application to the Executive Director setting forth their qualifications by letter. If a vacancy in a position is not posted within ten working days after the vacancy occurs, the Executive Director or the Executive Director's designee shall inform the Union why the position has not been posted. If a vacancy is not to be filled, the Authority shall notify the Union.

When the Authority desires to create a new position within the negotiating unit, the Authority, prior to posting, shall furnish the Union with the job classification, salary range (minimum and maximum), duties, qualifications for and requirements of the new position.

The Authority shall not be required to give consideration to the promotion of employees who do not make application within the period of posting of the notice. The Authority may consider a reasonable extension of the period of posting for good reason upon written request from the Union outlining the reasons therefore. The Authority will inform the Union of the names of the applicants for the posted position promptly after the posting has been removed.

The Authority may fill a position with a person from outside of the negotiating unit where no qualified employee from within the negotiating unit applies for the position.

Section 2. Filling Vacancies. Vacancies shall be filled based upon the application of relevant and reasonable criteria as detailed in (a) through (f) below which shall be established by the Authority as to each vacancy. In all promotions to classifications within the negotiating unit, full consideration will be given to the following qualifications of each applicant:

- (a) Ability to do the job.
- (b) Experience in types of work related to job being filled.
- (c) Promptness and regularity in reporting for work.
- (d) Observance of Authority rules and regulations.
- (e) Physical fitness for the job being filled.
- (f) Performance record in present and previous jobs.

For all promotions to classifications within the negotiating unit, where the qualifications for two or more candidates are reasonably equal, seniority shall govern. In all promotions to classifications within the negotiating unit which include any supervisory responsibilities, full consideration will also be given to indicate ability to perform supervisory duties. Part-time employees who are qualified as outlined above shall be given priority over new hires for full-time positions.

Prior to the formal announcement of the successful candidate for a vacancy or new position the Executive Director shall inform the Union of the successful candidate and the reasons for the employee's selection and the non-selection of the unsuccessful candidates.

Section 3. Trial Period. An employee, who is promoted or transferred to a position, not previously held by the employee, shall receive instructions and training in such position and shall be given a minimum of ninety (90) days trial period in the new position. At the completion of the ninety (90) days trial period, the employee shall be promptly furnished with a written notification advising him of the Authority's decision whether he has qualified in the position, a copy of which shall be furnished to the Union. An employee who fails to meet the job requirements within the trial period shall be reassigned to the employee's former classification or job without loss of seniority at the appropriate rate of pay. The appropriate rate of pay for such employee shall be the rates which would have been earned if the employee had not left the position from which the employee was promoted.

Section 4. New Jersey Law. Nothing in this Article or in this entire Agreement shall be construed in any manner which would limit, abrogate or deny the employees of the Authority their rights under the laws of New Jersey.

ARTICLE X

LAYOFF AND RECALL

Any layoff and recall of employees covered by this Agreement shall be governed by seniority. In the event that it becomes necessary to layoff members of the negotiating unit, such layoffs shall be made in reverse order of hiring (those hired last will be laid off first) and the recall of laid off employees shall be made in the reverse order of layoff so that employees with the greater seniority will be recalled first, provided that in order to receive the benefit of seniority provided in this Article such employees who would be retained in the event of a layoff or recalled must be qualified to perform the work available.

ARTICLE XI

VACATION

Section 1. All full-time employees are entitled to vacation as scheduled below except for those employees who are in a non-paid status (including but not limited to absence for military leave, maternity leave or any other unpaid leave of absence). During an employee's first year of employment, a permanent full-time employee shall earn one day of vacation for each month worked. First year employees hired prior to June 1st of the current calendar year shall be entitled to use up to 6 days of vacation when earned. First year employees hired after June 1st of the current year shall not be eligible to use vacation days until the following calendar year.

Following the first calendar year of employment, all permanent employees covered by this Agreement shall receive vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
1 through 5	12 days
6 through 10	14 days
11 through 15	16 days
16 through 20	20 days
21 and over	25 days

Section 2. In order not to hamper proper and efficient Authority operations, both parties agree that the scheduling of vacation must be left to the Authority, but the following conditions shall be observed in such scheduling:

(a) The Authority shall not be required to permit an employee to take more than two (2) consecutive weeks of vacation at one time. Additional time off may be requested and granted by the Authority depending on the circumstances existing at the time.

(b) Vacation period schedules during June, July, August and September shall be based upon service seniority among the employees.

(c) No employee entitled to two weeks vacation shall be denied a request for two (2) weeks vacation during June, July, August and September provided that operating conditions of the Authority permit the employee to be away from the employee's job.

(d) Each employee annually must state the employee's vacation preference in writing by April 1 to the employee's immediate supervisor. Where an employee fails to state the employee's vacation preference or where the employee changes the employee's stated preference such employee's choice of vacation shall be subject to vacation selections made by employees prior to any selection or change in selection after April 1.

Section 3. An employee's vacation pay shall be the same amount of base pay that the employee would have received had the employee worked the employee's regular schedule.

Section 4. 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.

Section 5. Vacation periods for part-time employees shall be on an accrual basis. Part time employees shall earn 5 hours of paid vacation time for each 100 hours worked. Vacation hours will be credited at the end of each calendar month. Vacation must be scheduled in accordance with this section.

Section 6. All vacation shall be used during the calendar year in which earned. In cases, where for reasons beyond the control of the employee, vacation is not so used, such vacation shall be added to the following year. In cases where an employee desires to accumulate vacation, the employee shall be allowed to carry over a maximum of one year's vacation. There shall be no accumulation of vacation other than as set forth herein.

Section 7. Each employee's vacation entitlement shall accrue for the year in which the employee's anniversary occurs; for example, an employee who completes the employee's first year on any day during a specific calendar year shall be entitled to twelve working days for the year during which the employee's first anniversary occurred, and an employee who celebrates his eleventh anniversary shall be entitled to sixteen (16) working days during the year in which the employee's eleventh anniversary occurs.

Section 8. An employee who severs employment with the Authority for any reason other than retirement shall be entitled to vacation pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule.

Section 9. Retirees defined as those employees who retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn and receive pay for a prorated calendar year's vacation entitlement based upon the current contract schedule

ARTICLE XII

SICK LEAVE

Part-Time Employees.

A. Probationary Part-Time Employees. Beginning on the first day of employment, probationary part-time employees shall accrue sick paid-time-off on an hourly basis at the rate of five (5) hours for each one hundred (100) hours worked. Probationary employees may not utilize earned sick paid-time-off balances until after their probationary period ends.

B. Permanent Part-Time Employees. Permanent part-time employees shall accrue sick leave on an hourly basis at the rate of five (5) hours for each one hundred (100) hours worked. Sick paid-time-off will be credited at the end of each calendar month.

Full-time Employees.

A. All full-time employees shall be entitled to accrue sick paid-time-off as hereinafter set forth except for those employees who are on an approved leave in a non-paid status (for example, including but not limited to, absence while being on military leave, family leave or any other approved unpaid leave of absence) or during periods of disability due to non-work connected illness or injury.

B. Probationary Full-Time Employees. Beginning on the first day of employment each full-time probationary employee shall accrue one (1) sick day per month worked. If an employee works for less than a full month, the amount of sick paid-time-off earned will be prorated for the portion of the month worked. Probationary employees may not utilize earned sick paid-time-off balances until after their probationary period ends.

C. Full-Time Permanent Employees. Full-time permanent employees shall be provided 12 sick days per year at the start of the calendar year.

Sick Paid-Time-Off Usage.

A. Employees are required to contact their immediate supervisor, or assigned alternate(s), 30 minutes prior to the start of the work day when calling in for use of sick paid-time-off. In the event of an emergency, the employee shall contact their immediate supervisor, or assigned alternate(s), as soon as possible. The employee is required to call in each day that they will use

sick paid-time-off unless otherwise approved by management.

B. Probationary and permanent employees will be allowed to carry over to the next calendar year any unused sick paid-time-off.

C. Each use of sick paid-time-off will be charged at a minimum of one-half (0.5) hour and in 15-minute increments thereafter.

D. Acceptable uses of sick paid-time-off include the following:

1. Care for self or a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition.

2. Time for treatment, counseling, or to prepare for legal proceedings for self or a family member if a victim of domestic violence or sexual violence.

E. Family members are defined as follows:

1. Child of 19 years of age or younger including biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner, civil union partner; or significant partner.

2. Spouse, domestic partner, civil union partner; or significant other.

3. Employee's parent (biological, adoptive or step).

F. In cases where the employee is absent for three (3) or more consecutive work days and uses sick time paid-time-off in combination with other paid-time-off for any of those days, the employee must provide a return to work authorization completed by the health care professional covering the entire period of absence. The return to work authorization will be provided to the employee by the Authority and shall be submitted by the employee at the start of the work day on the employee's first day back to work.

G. In the event that an employee's sick paid-time-off is exhausted and that employee calls out sick, or an employee fails to submit the approved health care professional documentation upon return to work after the use of sick paid-time-off then, in addition to necessary corrective actions, other available paid-time-off, i.e. floating holiday, personal or vacation paid-time-off, will be used in its place in accordance with the defined increments for acceptable usages.

H. Employees upon leaving employment shall be paid 35% of the monetary value, up to a maximum of two hundred (200) days, of unused sick leave earned prior to December 31, 2011, except that Authority employees as of December 31, 1985 shall be eligible upon termination for payment up to a maximum of unused sick leave equal to two hundred (200) days earned prior to December 31, 2011 in addition to the number of sick days accumulated as of December 31, 1985. Employees can continue to accumulate sick leave after December 11, 2011 which will not be eligible for payment of 35% of the monetary value at the time of separation from the Authority.

With the approval of the Authority an employee may elect to receive such payment after retirement over a time period, not to exceed three (3) years, in annual lump sum payments.

I. The Union expressly and unequivocally waives any rights or protections arising under the New Jersey Paid Sick Leave Act.

J. Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay. The Union and the Authority recognize that from time to time, employees who have exhausted all available sick leave may have a bona fide illness which requires additional time off. Employees may request, in writing, to use available vacation time or personal time for such illnesses provided however, the use of personal or vacation time must be taken in minimum of one half-day increments and may require medical verification.

K. An employee upon separation from employment with the Authority (except upon termination for just cause) shall be entitled to payment of 35% of the monetary value under the Authority's wage schedule of the employee's accumulated sick leave at the time of the employee's employment termination for sick leave earned as of December 31, 2011. Employees can continue to accumulate sick leave after that date which will not be eligible for payment of 35% of the monetary value at the time of separation from the Authority.

Employees upon leaving employment shall be paid 35% of the monetary value, up to a maximum of two hundred (200) days, of unused sick leave earned prior to December 31, 2011, except that Authority employees as of December 31, 1985 shall be eligible upon termination for payment up to a maximum of unused sick leave equal to two hundred (200) days earned prior to December 31, 2011 in addition to the number of sick days accumulated as of December 31, 1985. With the approval of the Authority an employee may elect to receive such payment after retirement over a time period, not to exceed three (3) years, in annual lump sum payments. Should an employee be terminated for any reason other than retirement (or termination for just cause), he shall be entitled to sick leave pay, prorated on a monthly basis, in proportion to that part of the final calendar year worked by the employee based on the current contract schedule.

Retirees, defined as those employees who retire under the provisions of the Public Employment Retirement System, in their final calendar year will earn a pro-rated full calendar year's sick leave entitlement based upon the current contract schedule.

ARTICLE XIII

PERSONAL LEAVE

All full-time employees in the negotiating unit shall be entitled to a maximum two (2) days per calendar year as leave without loss of pay in order to attend personal business under the following conditions:

(a) Written notice of intent to take such leave must be submitted to the immediate

supervisor of the employee requesting the leave at least two (2) days in advance of the proposed leave. The Authority shall provide forms for employees to submit such written requests.

(b) The proposed leave may be taken only after approval by the Authority and shall be subject to the operating conditions of the Authority permitting the employee's absence. Approval of such requests for personal leave shall not be unreasonably denied. Approval of requests for personal leave with less notice may be granted as long as operating conditions of the Authority permit the employee's absence. In the event of a genuine emergency which does not permit advance notice by an employee, upon the employee's notifying the Authority by telephone prior to the commencement of the employee's shift or as soon thereafter as reasonably possible of a request for use of personal leave for that shift, the Authority may permit an employee personal leave for all or part of that shift. Leave may be taken in one (1) hour increments.

ARTICLE XIV

BEREAVEMENT LEAVE

Full-time employees covered by this contract shall be permitted bereavement leave with pay not to exceed four (4) calendar days beginning with the date of death of a spouse, domestic partner, child or step-child, mother, father, step-parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents and grandchildren of the employee or spouse/domestic partner. Saturdays, Sundays and holidays are excluded.

ARTICLE XV

WAGES

Section 1. Salary Adjustment. Effective and retroactive to January 1, 2019, all employees shall migrate the salary schedule set forth in Appendix A. Employees whose titles are not on the salary schedule shall have their base salary increased by 2.0%.

Effective and retroactive to January 1, 2020, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees hired after January 1, 2020, but before January 1, 2021 shall receive a prorated adjustment. Employees whose titles are not on the salary schedule shall have their base salary increased by 2.25%.

Effective and retroactive to January 1, 2021, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees hired after January 1, 2021, but before the ratification of this agreement shall receive a prorated adjustment. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

Effective January 1, 2022, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

Effective January 1, 2023, the base salaries for all employees on the salary schedule set forth in Appendix A shall increase by 2.25%. Employees whose titles are not on the salary schedule shall also have their base salary increased by 2.25%.

Section 2. Payment of Wages. Wage payments shall be made biweekly on a one-week's lag basis covering all wages earned during the preceding two-week period. The Authority will provide to each employee with the employee's biweekly wages a record of the employee's hours worked, wages earned and, if reasonably practicable, available vacation and sick leave.

Section 3. Schedule A-1 applies to employees who work 37.5-hour workweeks and Schedule A-2 applies to employees who work a 40-hour workweek.

ARTICLE XVI

LONGEVITY

Employees covered by this Agreement and hired prior to January 1, 1982 shall be paid annually on the next regular payday following December 1st, a lump sum payment based upon total years of service with the Authority and the Town of Morristown as a longevity payment calculated as 4.0% of base pay from each employee's anniversary date of employment.

The longevity payment for employees shall be calculated by multiplying 4.0% times base pay received during the twelve months preceding each December 1st. Employees terminating prior to December 1st of any year shall receive longevity calculated upon base pay received during the twelve months prior to their termination.

ARTICLE XVII

EMPLOYEE BENEFITS

(a) Health Benefits Plan. The Authority shall, on behalf of eligible full-time employees and their eligible dependents, provide health care coverage at a cost equal to, but not greater than, rates published for the New Jersey Health Benefits Plan for the NJ Direct 15 Preferred Provider Organization Plan. Employees shall be required to contribute to the cost of such health coverage as required pursuant to P.L. 2011, Ch. 78. Employees electing to enroll in an approved plan whose premiums are greater than those of the NJ Direct 15 plan shall have the difference in premiums between the chosen plan and the NJ Direct 15 plan deducted from their paychecks. The Authority will forward its payment and the employees' payment to the NJ State Division of Pensions and Benefits as required.

The Authority may seek a more cost effective health benefits program which may be implemented during the period of this Agreement. The Authority agrees to maintain the structured level of benefits currently provided by the Authority in the New Jersey Health Benefits Plan.

(b) The Authority will provide a dental plan for full-time employees and their eligible dependents during the period of this Agreement. A clinic type plan option will be included when feasible. Employees covered by this Agreement shall contribute \$6.00 per month prior to the first full pay period following May 18, 2017 and 17.25% of the annual premium costs of the dental plan thereafter. The Authority will provide a vision plan for full-time employees and their eligible dependents with a fifty (50) percent (%) contribution by the employee and a fifty (50) percent (%) contribution by the Authority.

(c) All employees retiring from the Authority who (i) have accrued twenty-five years or more of service credited in a State or locally administered retirement system within the State of New Jersey or who have retired on a New Jersey State disability pension based on fewer years of service, and (ii) have at least twenty years of full-time, continuous service with the Authority, shall receive the same health care coverage under the same terms provided to active employees under this Agreement including the contributions required by P.L. 2011, Ch. 78 (Chapter 78); provided that retired employees who are exempt from the health care contributions required by Chapter 78, because they have either (a) reached the age of 62 years or older with at least 15 years of continuous full time service with the Authority on or before December 31, 2011; or (b) accrued 20 years or more of creditable service in one or more State or locally administered retirement systems within the State of New Jersey on or before June 28, 2011, shall not be required to make such contributions. Employees hired on or after May 18, 2017 are not eligible for retiree health benefits.

(d) The Authority shall continue to provide pension and retirement benefits to permanent employees covered by this Agreement in accordance with its present practice, pursuant to provisions of the Public Employee Retirement System of the State of New Jersey. Employees hired on or after May 18, 2017 are not eligible for retiree health benefits.

(e) Disputes or differences arising between the Union or its members and insurance carriers or the Public Employee Retirement System as to any claims arising under the policies of insurance provided under this Article shall not be subject to arbitration under this Agreement.

(f) The Authority will reimburse employees for tuition for any course that has been successfully completed, which is job-related and which has received the prior written approval of the Executive Director.

ARTICLE XVIII

MAINTENANCE OF STANDARDS

Unless a contrary intent is specifically expressed in this Agreement, all benefits, terms and conditions of employment and all practices relating thereto, which are beneficial to the employees covered by this Agreement, shall be maintained at not less than the highest standard in effect at the time of the signing of this Agreement.

ARTICLE XIX

BULLETIN BOARD

The Authority will permit the Union reasonable use of all bulletin boards located in the respective department facilities for posting notices concerning Union business. This permission will be revoked if the Union posts political, derogatory or inflammatory material or any material reflecting on the Authority or any of its employees on the bulletin boards.

ARTICLE XX

GRIEVANCE PROCEDURE

(a) A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and any other matter involving the interpretation or application of this contract by either party. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

(b) Complaints by employees may be initiated by an individual employee to the immediate supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a formal grievance, it shall be presented by the authorized Union representative.

(c) When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. Any employee of the Authority duly authorized and designated by the Local Business Agent of the Union may present and discuss a grievance or grievances orally with the Superintendent or Superintendent's duly designated representative. Such grievance must be presented orally to the Superintendent or Superintendent's duly designated representative within ten days of the matter or occurrence or of acquisition of knowledge about the matter or occurrence being grieved. The Superintendent or Superintendent's duly designated representative shall answer the grievance orally within five days after receipt.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set forth in Step 1, the Union may present the grievance in writing to the Executive Director within seven days of the response in Step 1 or the date by which said response should have been made. This presentation shall set forth the position of the Union and at the request of either party discussions may ensue. This written grievance must be presented within twenty-two days of the occurrence of or the Union's acquisition of knowledge of the matter being grieved. The Executive Director shall answer the grievance in writing setting forth the position of the Authority within ten days after receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing to the Chairman of the Board of Members of the Authority or the Chairman's designee within seven days of the

response in Step 2 or the date by which said response should have been made. The Board of Members may call a meeting with the Union to discuss the grievance. The final decision of the Board shall be given to the Union by the Chairman or the Chairman's designee in writing within thirty days after the receipt of the Step 3 grievance.

The Personnel Committee of the Board of Members or a special three-member Committee of the Board designated by it, may be substituted for the Board of Members, if the Board so decides, for the purpose of holding a meeting on a grievance.

If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Chairman of the Authority or the Chairman's designee has been received by the Union within the time provided in Step 3, the Union may demand arbitration of the grievance in accordance with the Arbitration Article set forth below provided that the grievance shall first be referred to the Review Board of the Union which shall be comprised of the three independent agents of Local No. 469. The Review Board shall hear the matter within ten (10) days from the date of the final Step 3 determination. At this referral, all pertinent data shall be reviewed and investigated impartially in order to ascertain the merits of the grievance to proceed to Arbitration. The Review Board shall consider all testimony given by all parties at prior steps of the grievance procedure and shall render its decision within seven (7) days in writing to both the Grievant and the Authority as to whether the grievance meets the approval of the Board to proceed to Arbitration. If the Review Board approves, the grievance shall proceed to Arbitration in accordance with Article XXI.

(d) Nothing herein is intended to deny an employee any right of appeal that he may have under the laws of the State of New Jersey.

ARTICLE XXI

ARBITRATION

(a) Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the grievance procedure in Article XX, may be referred to an arbitrator as hereinafter provided.

(b) Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or any other matter in dispute and the remedy requested. Such demand must be made within thirty days of the Union's receipt of the Authority's Step 3 decision of the grievance procedure or, if no decision is issued, of the last day of the period permitted for issuing such decision. Within fifteen days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission ("PERC") to provide an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of PERC. If such demand is not filed with PERC within forty-five days of the Union's receipt of the Authority's Step 3 decision or, if no decision is issued of the last day of the period permitted for issuing such decision, the grievance shall cease to exist.

(c) The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion. The decision of the arbitrator shall be binding upon the Authority and Union for the duration of this Agreement.

(d) The arbitrator appointed or selected pursuant to this Article may not alter, in any way, the provisions of this Agreement.

In the event an arbitrator shall award retroactive pay to an aggrieved employee (employees), it is agreed that any interim wages or unemployment benefits which the employee (employees) may have earned elsewhere during the period covered by the award shall be deducted from the same.

(e) In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall refer the matter to the American Arbitration Association to provide an arbitrator and for arbitration proceedings pursuant to the rules of the American Arbitration Association.

(f) Each party shall bear the expense of its own representatives. The expenses of the neutral arbitrator and any general expenses of the arbitration, if any, shall be borne equally by both parties, except that any party unilaterally causing postponement of a scheduled arbitration shall bear any expense of the arbitrator resulting from the postponement.

(g) Nothing herein shall be construed as restricting the right of any employee or group of employees to present their problems or requests directly to their supervisor or the Executive Director at any time for adjustment as long as the adjustment is not inconsistent with the terms of a collective negotiating contract or agreement then in effect; provided further, that the negotiating representative has been given opportunity to be present at such adjustment.

(h) The Authority may submit complaints to the Union Local Business Agent. If these are not settled they may be submitted to the grievance procedure starting with the second step. The same procedural requirements applicable to the Union in Article XX shall be applicable to the Authority except that Step 1 shall not apply to the Authority.

(i) In the event that an employee or aggrieved party chooses to pursue a federal, state or municipal statutory remedy over a matter where a grievance, arising over the same facts, is pending or has been resolved, the grievance shall be withdrawn from the grievance or arbitration procedure or where a resolution of the grievance has been made, to the extent it is inconsistent with any statutory remedy obtained, the grievance determination shall have no effect. Nothing herein is intended to deny an employee any right of action or appeal which he may have under the laws of the State of New Jersey.

ARTICLE XXII

SUSPENSION AND DISCHARGE

No permanent employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions of this Agreement entitled "Grievance Procedure" and "Arbitration". In a situation involving the discharge of an employee covered by this Agreement, an employee may request binding arbitration upon notice of discharge thereby waiving the employee's right to a Step II or Step III grievance hearing as prescribed in the contract. This waiver applies to discharge cases only. An employee facing a suspension or discharge investigatory meeting may have a Union representative present and the Authority will notify the employee when any meeting is for an investigatory purpose. If the employee requests such a representative and none is available, the procedure will be postponed until a Union representative is available.

ARTICLE XXIII

MEETINGS BETWEEN AUTHORITY AND UNION

During the period of the Agreement, meetings shall be held upon the request of either party between the Executive Director of the Authority or Executive Director's designee and a Local Committee, consisting of not more than three employees of the Authority, appointed by the Local Business Agent, which may include the Local Business Agent. Such meetings shall be held during the work hours without loss of pay to participants within whose scheduled work hours a meeting is held, provided such meetings do not unreasonably interfere with Authority operations.

ARTICLE XXIV

SAFETY COMMITTEE

A safety committee shall be formed consisting of two employees of the Authority selected by the Union and two representatives of the Authority selected by the Authority for the purpose of conferring on the need for safety measures, equipment and apparel for use by members of the unit during working hours. The recommendations of the majority of the committee shall be conveyed to the Executive Director and the implementation of such recommendations shall not be unreasonably denied. The failure of the safety committee to act upon the recommendation of any two of its members shall be subject to the grievance procedure of this Agreement.

ARTICLE XXV

WORK CLOTHING

On or before July 1st of each year of this Agreement the Authority will provide all full-time field employees with a list of pre-approved work uniforms, work shoes/boots and outerwear. The employee will be allowed to select the quantity of items from this list. The maximum total amount of the items selected shall not exceed five hundred dollars (\$500.00). The employee will

not be entitled to any monies resulting from the difference between the maximum allowable and the value of the items selected.

The Authority shall purchase any and all work clothing based on the lists submitted and distribute to the employees as it is delivered.

Field employees shall be required to wear their work clothing at all times during all working hours.

Fleece zipper front sweaters or vests will be provided to all Office Employees on a bi-annual basis (every two years).

ARTICLE XXVI

COMPENSATION FOR NJDEP TREATMENT AND DISTRIBUTION OPERATORS LICENSE

Section 1. Employees who successfully attain NJDEP Treatment, Distribution Operators and/or Industrial Wastewater Operators Licenses shall receive a one-time payment of \$600 for each license received. Such payment shall not be included in base pay. The Authority will also reimburse licensed employees for license renewals upon receipt of proof of payment and for license application fees that result in passing of a licensing exam. The New Jersey Department of Environmental Protection (NJDEP) provides reimbursement for the licensing course. In the event that this program is eliminated, then the Authority will provide reimbursement for the licensing course upon successful completion in accordance with Article XVIII (f).

ARTICLE XXVII

MAINTENANCE OF UNINTERRUPTED AND CONTINUOUS SERVICE

Section 1. The Authority agrees that as long as this Agreement is in force there shall be no lockout of employees covered by this Agreement.

Section 2. The Union agrees that as long as this Agreement is in force, it will not call, engage in, participate in, or sanction any strike whatsoever, either work stoppage, slowdown, sit-down, sympathetic, general or any kind.

ARTICLE XXVIII

LEGISLATIVE

Section 1. Partial Invalidation of Agreement by Present or Future Laws. If any law now existing or hereafter enacted, or any proclamation, regulation, or edict of any State or National agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

Section 2. Use of Personal Pronouns. Any personal pronouns or other words used throughout the Agreement which designate an employee's sex shall not be construed to indicate preference for either sex.

ARTICLE XXIX

TERM OF AGREEMENT

This Agreement shall continue in effect from January 1, 2019 to and including December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives duly authorized in all particulars to execute said Agreement, and their seals to be hereto affixed.

ATTEST:

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

By: _____

Alexis Bozza, Asst. Secretary

Print Name and Title

Max Huber, Chairman

Print Name and Title

ATTEST:

NEW JERSEY WATER UTILITIES UNITED
LOCAL 1

By: _____

Matt Ciampi

Print Name and Title

Print Name and Title

By: _____

James Barnhill

Print Name and Title

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on January 20, 2022, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: January 20, 2022