

THE SOUTHEAST MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY

MEETING MINUTES

JUNE 17, 2021

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 June 17, 2021 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, Kissil, Marucci, Rotando, Schimpf and Webster [Members Kissil and Schimpf participated by telephone conference as permitted by the By Laws.]

ABSENT: Member Chumer

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

Also present were the following: Laura Cummings, Executive Director; Charles Maggio, Chief Financial Officer; Drew Saskowitz, Water Quality Superintendent; Alexis Bozza, Executive Administrative Assistant; and Sidney D. Weiss, Esq., General Counsel to the Authority. The following participated by telephone conference: Basil D'Armiento, Director of Operations.

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 MAY 20, 2021

Copies of the minutes of the meeting held on May 20, 2021, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved that the minutes be adopted as presented. Member Webster seconded the motion which was duly adopted by the following vote:

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

NOES: None

ABSTAINS: Member Baldassari

RESOLUTION APPROVING CLOSED SESSION MINUTES OF MAY 20, 2021

Copies of the minutes of the closed session meeting held on May 20, 2021, were distributed to the Members prior to the meeting for review and comment. Member Rotando moved to approve the list of bills and offered the following resolution:

RESOLUTION NO. 69-21

RESOLUTION APPROVING CLOSED SESSION MINUTES OF MAY 20, 2021

"COPY ANNEXED"

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

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

NOES: None

ABSTAINS: Member Baldassari

RESOLUTION – APPROVAL OF JUNE 2021 LIST OF BILLS

Copies of the bill list for June 2021 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. 70-21

RESOLUTION AUTHORIZING PAYMENT OF LIST OF BILLS FOR JUNE 2021

"COPY ANNEXED"

Member Webster asked about the charge to Winston Staffing Services.

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

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

NOES: None

OTHER BUSINESS

A. Report of the Emergency Response Committee

Ms. Cummings reported that the Emergency Response Committee met on May 18, 2021. The meeting consisted of a presentation on the required Risk and Resiliency Assessment Report (RRAR) and the All Hazards Incident Response Plan (AHIRP), or Emergency Response Plan (ERP). The 2018 America's Water Infrastructure Act (AWIA) requires SMCMUA to certify completion of the RRAR by 12/31/2020, completed on 12/30/2020, and to certify completion of the ERP by 6/30/21, completed on 5/27/2021. Recertification is required at a minimum of every five (5) years. Laura Cummings, PE, Executive Director, provided a brief introduction. Jeff Elam, PE, Chief Engineer, and Rina Dalal, PE, Dave Tanzi, PE, and Sebastian Malter, CDM Smith, provided an overview of the broader findings of the RRA. Nick Buono, IT Director, and Matt Lick, PE, CDM Smith provided RRA findings specific to cybersecurity. The meeting concluded with a presentation overview of the AHIRP/ERP and associated Training and Exercising Program (TEP) by James Conboy, PE, Conboy Group.

B. Reports of the Engineering Committee

Member Rotando reported that the Engineering Committee also met on May 18, 2021, where it received the same presentation of the RRAR and AHIRP, or ERP.

He continued that the Committee met again on June 2, 2021, where a collective presentation was provided by SMCMUA staff and key consultants from Aquarius Engineering, LLC, and Corona Environmental and Consulting, Inc. The presentation provided an overview of self-imposed audits and assessments on SMCMUA's disinfection practices, lead and copper program, reservoir water quality management and treatment processes. The results of these audits and assessments are to identify and implement corrective actions, plan for future regulations, develop a public communications strategy, optimize existing process and to identify necessary capital improvements.

The presentation ended with a summary of next steps that will be factored in to the next six (6) year strategy and budgets.

The meeting ended, excluding consultants, with a brief discussion on critical operations associated with the 568-737 Gradients of which will be discussed in more detail at a future Engineering Committee meeting and also a discussion on the recent rejection of the tank improvement bid contract.

C. Resolution Authorizing Award of Contract for Groundskeeping Services

The Authority advertised and received bids for a two-year contract for groundskeeping services of all SMCMUA facilities on June 3, 2021. The Director of Operations reviewed the one bid received and set forth his recommendation for award in a memorandum dated June 8, 2021, said memorandum was reviewed by the Members. It was recommended that a two-year contract for groundskeeping services be awarded to Custom Care Services, Inc., in the total not to exceed amount of \$99,075.00 per year. The Treasurer certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; portions to be expended in 2022 and 2023 are subject to funds being available in the 2022 and 2023 Budgets respectively. Member Rotando offered the following resolution:

RESOLUTION NO. 71-21

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR GROUNDSKEEPING SERVICES

“COPY ANNEXED”

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

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

NOES: None

D. Resolution Authorizing Extension of Contract for Granular Activated Carbon

The Authority had entered into a contract dated August 1, 2019, with Calgon Carbon Corporation for Granular Activated Carbon, which contract was duly awarded and approved by resolution dated June 27, 2019 (the “Contract”). The Contract was for an initial term of two years with an option to renew by the Authority for one additional year under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law. The Water Quality Superintendent of recommended that the Contract be extended for a period of one year in a memorandum dated June 1, 2021, a copy of which was reviewed by the Members. It was determined that the services are being performed by Calgon Carbon Corporation under the Contract in an effective and efficient manner. The extension will be on the same terms and conditions, including price, as permitted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-15), set forth in the existing Contract. The maximum cost to the Authority is \$69,200.00 covering a one-year period. The Treasurer certified that there are sufficient funds available in the 2021 Budget for

this contract; if not expended in 2021, the amount will be charged in 2022 subject to approval of the 2022 Budget. Member Webster offered the following resolution:

RESOLUTION NO. 72-21

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR GRANULAR ACTIVATED CARBON

"COPY ANNEXED"

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

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

NOES: None

E. Resolution Authorizing Extension of Contract for Water Treatment Chemicals Sodium Bisulfite and Sodium Hypochlorite

The Authority entered into a contract dated November 1, 2019, with Miracle Chemical Company for Water Treatment Chemicals Sodium Bisulfite and Sodium Hypochlorite in the total amount of \$92,050.00. The Contract was for an initial term of one year with an option to renew by the Authority for one or two additional years under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law. The Contract was renewed for an additional one-year period by resolution duly adopted on July 23, 2020. The Water Quality Superintendent of the Authority has recommended that the Contract be extended for an additional period of one year in a memorandum dated June 8, 2021, a copy of which was reviewed by the Members. It was determined that the services are being performed by Miracle Chemical Company under the Contract in an effective and efficient manner. The extension will be on the same terms and conditions, including price, set forth in the existing Contract. The Treasurer certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget. Member Rotando offered the following resolution:

RESOLUTION NO. 73-21

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR WATER TREATMENT CHEMICALS SODIUM BISULFITE AND SODIUM HYPOCHLORITE

"COPY ANNEXED"

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

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

NOES: None

- F. Resolution Authorizing Extension of Contract for Electrical and Mechanical Maintenance, Servicing and Repair of Potable Water Wells, Pumping and Related Facilities

The Authority entered into a one-year contract dated August 1, 2020, with Longo Electrical-Mechanical, Inc., for electrical and mechanical maintenance, servicing and repair of potable water wells, pumping and related facilities in the total amount of \$113,296.00. The Contract was for an initial term of one year with an option to renew by the Authority for one or two additional years under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law. The Director of Operations of the Authority recommended that the Contract be extended for a period of one year in a memorandum dated June 4, 2021, a copy of which is was reviewed by the Members. It was determined that the services are being performed by Longo Electrical-Mechanical, Inc., under the Contract in an effective and efficient manner. The extension will be on the same terms and conditions, including price, set forth in the existing Contract. The Treasurer certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget. Member Webster offered the following resolution:

RESOLUTION NO. 74-21

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR
ELECTRICAL AND MECHANICAL MAINTENANCE, SERVICING AND REPAIR
OF POTABLE WATER WELLS, PUMPING AND RELATED FACILITIES

"COPY ANNEXED"

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

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

NOES: None

G. Resolution Authorizing Extension of a Professional Service Contract for Legal Services with Sidney D. Weiss, Esq., as General Counsel

The Authority entered into a professional service contract dated January 1, 2021, with Sidney D. Weiss, Esq., for legal services to serve as General Counsel, which contract was duly awarded and approved by resolution dated November 19, 2020 (the "Contract"). The Contract was for an initial term of six months with the status to be reviewed at a later time. The Executive Director recommended that the Contract be extended for a period of two months in a memorandum dated June 8, 2021, a copy of which was reviewed by the Members. The maximum cost to the Authority is \$13,600.00 covering a two-month period. The Treasurer certified that there are sufficient funds available in the 2021 Budget for this extension. Member Rotando offered the following resolution:

RESOLUTION NO. 75-21

RESOLUTION AUTHORIZING EXTENSION OF A PROFESSIONAL SERVICE
CONTRACT FOR LEGAL SERVICES WITH SIDNEY D. WEISS, ESQ., AS
GENERAL COUNSEL

"COPY ANNEXED"

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

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

NOES: None

H. Resolution Ratifying Authorization for Services of EMA, Inc., to Troubleshoot and Repair Variable Frequency Drives at Black Brook Water Treatment Plant

On December 23, 2020, the variable frequency drive (VFD) for Clearwell Pump No. 1 failed at the Black Brook Water Treatment Plant. Quotes were solicited to perform troubleshooting and repairs where EMA, Inc., was authorized to complete this work at a cost of \$14,640.00, which amount is below the threshold for public bidding under the Local Public Contracts Law and within the authority of the Executive Director to approve without approval of the Authority's Board of Members. Subsequently, Clearwell Pump No. 2 started showing signs of potential issues which would require troubleshooting and, potentially, repair. Since the additional work was anticipated to bring the overall cost over \$17,500, the Members were contacted for authorization to proceed. The additional services were authorized by a poll of the Members on March 26, 2021, subject to formal ratification and is determined to be in the best interest of the Authority and the Water System. The additional services to troubleshoot and repair the second VFD shall not exceed

\$9,365.00. The total not to exceed amount of all services to be provided from EMA, Inc., shall not exceed \$26,405.00. Member Baldassari offered the following resolution:

RESOLUTION NO. 76-21

RESOLUTION RATIFYING AUTHORIZATION FOR SERVICES OF EMA, INC.,
TO TROUBLESHOOT AND REPAIR VARIABLE FREQUENCY DRIVES AT
BLACK BROOK WATER TREATMENT PLANT

"COPY ANNEXED"

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

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

NOES: None

- I. Resolution Amending Agreement with Genova Burns LLC for Special Labor Counsel and Human Resources Services

The Authority entered into an agreement with Genova Burns, L.L.C. ("GB") dated January 1, 2021 (the "Agreement") for special labor counsel and human resources services at a maximum amount of \$40,000.00. 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. Additional unanticipated services in the amount of \$25,000 are necessary to cover the cost of additional labor counsel services. The Agreement 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). GB previously 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. Funds are available and have been certified by the Treasurer of the Authority in the total maximum not-to-exceed amount of \$98,000. Member Rotando offered the following resolution:

RESOLUTION NO. 77-21

RESOLUTION AMENDING AGREEMENT WITH GENOVA BURNS LLC FOR
SPECIAL LABOR COUNSEL AND HUMAN RESOURCES SERVICES

"COPY ANNEXED"

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

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

NOES: None

- J. Resolution Rescinding Authorization of Use of Vendor under the State of New Jersey Cooperative Purchasing Program and Increasing Amount to Authorized Vendor under the Hunterdon County Educational Services Commission for Security Related Goods and Services

The Authority previously adopted Resolution No. 16-21 authorizing the expenditure of up to \$60,000.00 for Locksmith Services and Associated Parts from Hogan Security Group ("Hogan") through the State of New Jersey Cooperative Purchasing Program ("NJCPP"). The authorized services and parts are no longer necessary to be purchased under the NJCPP. The Authority subsequently adopted Resolution No. 41-21 authorizing the expenditure of up to \$40,000.00 for Mechanical & Electronic Door Locking Systems, Doors & Related Products from Hogan through the Hunterdon County Educational Services Commission ("HCESC"). The Authority wishes to increase the amount authorized to purchase the above items from Hogan by \$10,000.00 under the HCESC contract. The Treasurer of the Authority certified the funds are available. Member Baldassari offered the following resolution:

RESOLUTION NO. 78-21

RESOLUTION RESCINDING AUTHORIZATION OF USE OF VENDOR UNDER
THE STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM
AND INCREASING AMOUNT TO AUTHORIZED VENDOR UNDER THE
HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION FOR
SECURITY RELATED GOODS AND SERVICES

"COPY ANNEXED"

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

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

NOES: None

- K. Resolution Authorizing Contract Renewal with Horizon Blue Cross Blue Shield of New Jersey for Dental Insurance Coverage from August 1, 2021 through July 31, 2022

Horizon Blue Cross Blue Shield of New Jersey (Horizon), the Authority's current dental insurance provider, has agreed to provide a one-year contract renewal with no increase in price. The renewal rates and tiers of coverage are summarized in a memorandum from the Human Resources Generalist dated June 7, 2021, a copy of which was reviewed by the Members. The Human Resources Generalist has recommended that the Authority accept the renewal submitted by Horizon Blue Cross Blue Shield of New Jersey at a maximum cost to the Authority of \$35,223.70 for coverage beginning on August 1, 2021 through July 31, 2022. The Treasurer certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget. Member Webster offered the following resolution:

RESOLUTION NO. 79-21

RESOLUTION AUTHORIZING CONTRACT RENEWAL WITH HORIZON BLUE
CROSS BLUE SHIELD OF NEW JERSEY FOR DENTAL INSURANCE
COVERAGE FROM AUGUST 1, 2021 THROUGH JULY 31, 2022

"COPY ANNEXED"

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

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

NOES: None

- L. Resolution Increasing Authorized Amount for Staff Recruiting Services of Winston Staffing Services LLC

Winston Staffing Services ("Winston") is a comprehensive personnel recruitment organization. The Authority requires a strategic partner and intellectual asset in recruiting professionals specific to the needs of SMCMUA. On February 1, 2021, the Members authorized the use of Winston for the provision of the above services at an estimated not to exceed amount of \$23,000.00. Additional services are needed to recruit a second professional at an estimated not to exceed amount of \$21,000.00. The services are being made without public bidding as being less than the bidding threshold of \$44,000 provided in the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). Funds are available and certified by the Treasurer of the Authority. Member Rotando offered the following resolution:

RESOLUTION NO. 80-21

RESOLUTION INCREASING AUTHORIZED AMOUNT FOR STAFF
RECRUITING SERVICES OF WINSTON STAFFING SERVICES LLC

"COPY ANNEXED"

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

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

NOES: None

REPORTS

- A. General Administration – May 2021
- B. Billing and Customer Service – May 2021
- C. Engineering – May 2021
- D. Finance – May 2021
- E. Human Resources – May 2021
- F. Information Technology – May 2021
- G. Operations – May 2021
- H. Operations Risk Management – May 2021
- I. Water Quality – May 2021

ADJOURNMENT

There being no further business, Member Baldassari moved that the meeting be adjourned and Member Rotando seconded the motion. The meeting adjourned at 7:34 PM.

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

ALEXIS BOZZA
Assistant Secretary

SUNSHINE LAW STATEMENT

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

1. By posting a copy of the Annual Notice of 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, 2021.

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, 2021.

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, 2021.



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

Resolution No. 69-21

RESOLUTION APPROVING CLOSED SESSION MINUTES

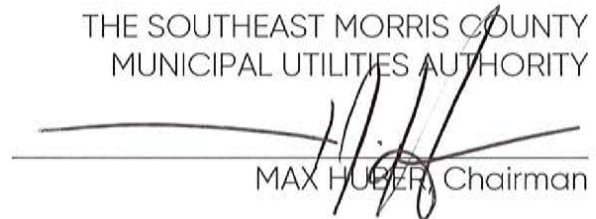
RESOLVED that the attached minutes of the Closed Session Meeting held on May 20, 2021, be and the same are hereby approved but withheld from public inspection and insertion in the regular Minute Book pending release for public disclosure pursuant to the provisions of the Open Public Meetings Act; and

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: June 17, 2021

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.

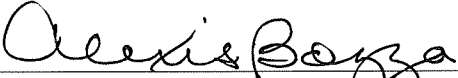
Executive Director: Laura Cummings, P.E.

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 June 17, 2021, at a meeting duly convened of said Authority.



ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 70-21

RESOLUTION AUTHORIZING PAYMENT OF JUNE 2021 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	\$	307,341.34
Total Operating Fund Checks and Wire Transfers	\$	1,079,235.39


CAPITAL FUND

Total Capital Fund Expenditures	\$	<u>439,266.38</u>
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TOTAL OF JUNE 2021 LIST OF BILLS	\$	1,825,843.11
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ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

MAX HUBER, Chairman

Dated: June 17, 2021

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 (\$1,825,843.11) for payment of the resolution entitled Resolution Authorizing Payment of June 2021 List of Bills in the Authority's 2021 Budget.



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 71-21

RESOLUTION AWARDING CONTRACT FOR GROUNDSKEEPING SERVICES

WHEREAS, the Authority has advertised and received bids for groundskeeping services on June 3, 2021; and

WHEREAS, the Director of Operations has reviewed the bid and set forth his recommendations in a memorandum dated June 8, 2021, for award of the contract, said memorandum is attached hereto and made a part hereof; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; portions to be expended in 2022 and 2023 are subject to funds being available in the 2022 and 2023 Budgets respectively; and

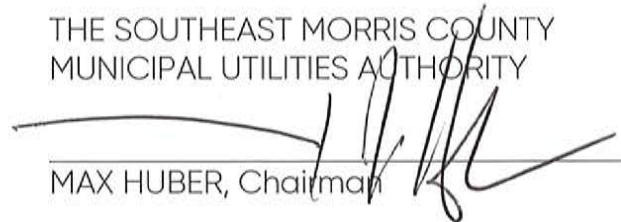
NOW, THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority that a two-year contract for groundskeeping services be awarded to Custom Care Services, Inc., in the total not to exceed amount of \$99,075.00 per year in accordance with its bid submitted on June 3, 2021; and

BE IT FURTHER RESOLVED that the appropriate officers of the Authority be and they are hereby authorized and directed to execute the contract with regard to said services on behalf of the Authority in the manner prescribed by law.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: June 17, 2021

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.
Aciolf 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.



MEMORANDUM

TO: SMCMUA Board

FROM: Basil D'Armiento, Director of Operations 

RE: Groundskeeping Services

DATE: June 8, 2021

CC: Laura Cummings, PE, Executive Director
 Charles Maggio, CMFO, QPA, Chief Financial Officer
 Alexis Bozza, QPA, Executive Administrative Assistant

The Authority has advertised for the above referenced contract on April 26th, 2021. Bids were received June 3rd, 2021 at 3:00PM. Bid packages were obtained by eight (8) companies where one (1) company, Custom Care Services, Inc, submitted a bid.

It is recommended that a two-year contract be awarded to Custom Care Services, Inc. for its low, responsive and responsible bid submitted in the not to exceed maximum amount of \$99,075.00 per year.

The Treasurer has certified that sufficient funds are available in the 2021 Budget for the portion of the contract to be expended in 2021; portions to be expended in 2022 and 2023 will be subject to funds being allocated in the 2022 and 2023 Budgets respectively. Table 1 provides the account allocation for this Contract.

Table 1
Account Allocation

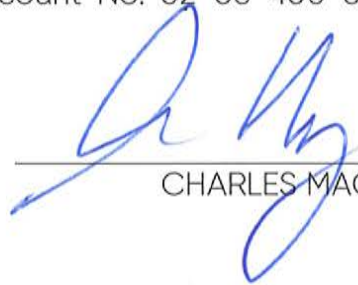
Account No.	Account Name	2021	2022	2023
02-50-400-636	Operations: Facility Groundskeeping	\$49,537.50	\$99,075.00	\$49,537.50

TREASURER'S CERTIFICATION

I hereby certify funds are available for payment of a two-year contract with Custom Care Services, Inc., for groundskeeping services as follows:

1. In 2021, funds are available in the amount of \$49,537.50; and
2. In 2022, funds will be available in the amount of \$99,075.00, subject to the approval of the 2022 Budget; and
3. In 2023, funds will be available in the amount of \$49,537.50, subject to the approval of the 2023 Budget.

The total maximum amount of this two-year contract will not exceed \$99,075.00 per year. This item will be charged to Account No. 02-05-400-636, Operations: Facility Groundskeeping.




CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.



ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 72-21

RESOLUTION AUTHORIZING EXTENSION OF
CONTRACT FOR GRANULAR ACTIVATED CARBON

WHEREAS, the Authority had entered into a contract dated August 1, 2019, with Calgon Carbon Corporation for Granular Activated Carbon, which contract was duly awarded and approved by resolution dated June 27, 2019 (the "Contract"); and

WHEREAS, the Contract was for an initial term of two years with an option to renew by the Authority for one additional year under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law; and

WHEREAS, the Water Quality Superintendent of the Authority has recommended that the Contract be extended for a period of one year; and

WHEREAS, the Members of the Authority hereby find, based upon memorandum of the Water Quality Superintendent dated June 1, 2021, a copy of which is annexed hereto, that the services are being performed by Calgon Carbon Corporation under the Contract in an effective and efficient manner; and

WHEREAS, the extension will be on the same terms and conditions, including price, as permitted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-15), set forth in the existing Contract; and

WHEREAS, the maximum cost to the Authority is \$69,200.00 covering a one-year period; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for this contract; if not expended in 2021, the amount will be charged in 2022 subject to approval of the 2022 Budget; 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.

1. The term of the Contract dated August 1, 2019, between the Authority and Calgon Carbon Corporation be and the same is hereby extended for a period of one year as provided in the Contract and permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-15;
2. The extension shall be on the same terms and conditions, including price, as permitted pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-15), set forth in the existing Contract, which Contract was awarded by the Authority by resolution duly adopted on June 27, 2019;
3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and they are hereby authorized and directed to execute and deliver the extension agreement or other document as may be required, and approved by the General Counsel, in order to effectuate the intent of this resolution.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Drew Saskowitz, T-4/N-2 LOR, Water Quality Superintendent *DS*

RE: Water Treatment Chemicals (Granular Activated Carbon)

DATE: June 1, 2021

CC: Laura Cummings, PE, Executive Director
Alexis Bozza, QPA, Executive Administrative Assistant
Charles Maggio, CMFO, QPA, Chief Financial Officer

The Authority entered into a contract with Calgon Carbon Corporation (Calgon) for the above referenced services, which was awarded by Resolution No 53-19 on June 27, 2019. The Contract was for an initial term of two years with an option to renew by the Authority for one one-year extension under certain conditions as permitted by NJSA 40A:11-15 of the Local Public Contracts Law.

Under the provisions of the Contract, Calgon has requested that the Contract be extended for a period of one year on the same terms and conditions, including price, as set forth in the existing Contract.

The services that have been provided by Calgon under the Contract have been performed in an effective and efficient manner. It is recommended that the term of the Contract be extended for a period of one year in the maximum amount of \$69,200 as provided in the Contract and permitted by the Local Public Contracts Law (NJSA 40A:11-15).

This contract will be expended in one lump sum. The Treasurer has certified that sufficient funds are available in the 2021 Budget. If not required in 2021, the lump sum to be expended in 2022 will be subject to funds being allocated in the 2022 Budget. The account to be charged for this Contract is No. 02-70-400-637, Treatment and Pumping Division: Treatment Chemicals.

TREASURER'S CERTIFICATION

I hereby certify funds are available in the 2021 Budget in the amount of \$69,200.00 for payment of a one-year extension to the contract with Calgon Carbon Corporation for Granular Activated Carbon; if not expended in 2021, the amount will be charged in 2022 subject to approval of the 2022 Budget. This item will be charged to Account No. 02-70-400-637, Treatment and Pumping Division: Treatment Chemicals.




CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 73-21

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR WATER TREATMENT CHEMICALS SODIUM BISULFITE AND SODIUM HYPOCHLORITE

WHEREAS, the Authority entered into a contract dated November 1, 2019, with Miracle Chemical Company for Water Treatment Chemicals Sodium Bisulfite and Sodium Hypochlorite in the total amount of \$92,050.00; and

WHEREAS, the Contract was for an initial term of one year with an option to renew by the Authority for one or two additional years under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law; and

WHEREAS, the Contract was renewed for an additional one-year period by resolution duly adopted on July 23, 2020; and

WHEREAS, the Water Quality Superintendent of the Authority has recommended that the Contract be extended for an additional period of one year; and

WHEREAS, the Members of the Authority hereby find, based upon a memorandum of the Water Quality Superintendent dated June 8, 2021, a copy of which is annexed hereto, that the services are being performed by Miracle Chemical Company under the Contract in an effective and efficient manner; and

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

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget;

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.

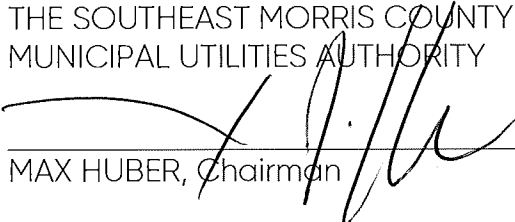
Chief Financial Officer: Charles Maggio, C.M.F.O., Q.P.A.

1. The term of the Contract dated November 1, 2019 between the Authority and Miracle Chemical Company be and the same is hereby extended for an additional period of one year as provided in the Contract and permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-15;
2. The extension shall be on the same terms and conditions, including price, set forth in the original Contract dated November 1, 2019, which Contract was awarded by the Authority by resolution duly adopted on September 19, 2019, and extended by resolution duly adopted on July 23, 2020;
3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and they are hereby authorized and directed to execute and deliver the extension agreement or other documents as may be required, and approved by the General Counsel, in order to effectuate the intent of this resolution.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Drew Saskowitz, Water Quality Superintendent *DS*

RE: Water Treatment Chemicals: Sodium Hypochlorite and Sodium Bisulfite

DATE: June 8th, 2021

CC: Alexis Bozza, Q.P.A., Executive Administrative Assistant
Charles Maggio, C.M.F.O., Q.P.A., Chief Financial Officer

Miracle Chemical Company currently has a contract to supply Sodium Hypochlorite for all treatment facilities and Sodium Bisulfite for Clyde Potts Water Treatment Plant in accordance with the above referenced contract. The original contract was awarded by Resolution No. 86-19 on September 19, 2019.

Pursuant to the provisions of the contract, I have determined that the services provided by Miracle Chemical Company are being performed in an effective and efficient manner throughout the existing contract. Robert Allotta from Miracle Chemical Company has submitted notification of their intent to extend the current contract. Mr. Allotta stated that Miracle Chemical Company agrees to the same terms and conditions set forth in the original agreement. I recommend that the term of the Contract be extended for a period of one year in the maximum amount of \$92,050.00 as provided in the Contract and permitted by the Local Public Contracts Law (N.J.S.A. 40A:11-15).

The Treasurer has certified that sufficient funds are available in the 2021 Budget for the portion of the contract to be expended in 2021 (\$15,341.67); and that the portion to be expended in 2022 (\$76,708.33) will be available subject to approval of the 2022 Budget. The total contract amount of \$92,050.00 will be charged to the Water Treatment and Pumping: Treatment Chemicals line item # 02-70-400-637.

TREASURER'S CERTIFICATION

I hereby certify funds are available for payment of a one-year extension to the contract with Miracle Chemical Company for Water Treatment Chemicals Sodium Bisulfite and Sodium Hypochlorite as follows:

1. In 2021, funds are available in the amount of \$15,341.67; and
2. In 2022, funds will be available in the amount of \$76,708.33, subject to the approval of the 2022 Budget.

The total maximum amount of this one-year extension to the contract will not exceed \$92,050.00. This item will be charged to Account No. 02-70-400-637, Water Treatment and Pumping: Treatment Chemicals.



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 74-21

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT FOR ELECTRICAL AND MECHANICAL MAINTENANCE, SERVICING AND REPAIR OF POTABLE WATER WELLS, PUMPING AND RELATED FACILITIES

WHEREAS, the Authority entered into a one-year contract dated August 1, 2020, with Longo Electrical-Mechanical, Inc., for electrical and mechanical maintenance, servicing and repair of potable water wells, pumping and related facilities in the total amount of \$113,296.00; and

WHEREAS, the Contract was for an initial term of one year with an option to renew by the Authority for one or two additional years under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law; and

WHEREAS, the Director of Operations of the Authority has recommended that the Contract be extended for a period of one year; and

WHEREAS, the Members of the Authority hereby find, based upon a memorandum of the Director of Operations dated June 4, 2021, a copy of which is annexed hereto, that the services are being performed by Longo Electrical-Mechanical, Inc., under the Contract in an effective and efficient manner; and

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

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget;

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.

1. The term of the Contract dated August 1, 2020, between the Authority and Longo Electrical-Mechanical, Inc., be and the same is hereby extended for a period of one year as provided in the Contract and permitted by the Local Public Contracts Law, N.J.S.A. 40A:11-15;
2. The extension shall be on the same terms and conditions, including price, set forth in the original Contract dated August 1, 2020, which Contract was awarded by the Authority by resolution duly adopted on July 9, 2020;
3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and they are hereby authorized and directed to execute and deliver the extension agreement or other documents as may be required, and approved by the General Counsel, in order to effectuate the intent of this resolution.

ATTEST:



ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Basil D'Armiento, Director of Operations 

RE: Electrical and Mechanical Electrical Maintenance, Servicing and Repair of Potable Water Wells, Pumping and Related Facilities

DATE: June 4, 2021

CC: Laura Cummings, PE, Executive Director
Charles Maggio, CMFO, QPA, Chief Financial Officer
Alexis Bozza, QPA, Executive Administrative Assistant

The Authority entered into a contract dated August 1, 2020 with Longo Electrical-Mechanical, Inc. ("Longo") for the above referenced services, which was awarded and approved by resolution dated July 9, 2020. The Contract was for an initial term of one year with an option to renew by the Authority for one two-year or two one-year extensions under certain conditions as permitted by N.J.S.A. 40A:11-15 of the Local Public Contracts Law.

Under the provisions of the Contract, Longo has requested that the Contract be extended for a period of one year on the same terms and conditions, including price, as set forth in the existing Contract.

The services that have been provided by Longo under the Contract have been performed in an effective and efficient manner. I recommend that the term of the Contract be extended for a period of one year in the maximum amount of \$113,296.00 as provided in the Contract and permitted by the Local Public Contracts Law (N.J.S.A. 40A:11-15).

The Treasurer has certified that sufficient funds are available in the 2021 Budget for the portion of the Contract to be expended in 2021; the portion to be expended in 2022 will be subject to funds being allocated in the 2022 Budget. Table 1 below provides a summary of the accounts to be charged for this Contract.

Table 1
Account Allocation

Description	Amount	Account	2021	2022
Part 1 – Unit Price Wage Schedule	\$70,096.00	02-70-400-649 Treatment and Pumping: Electrical Mechanical Maintenance and Repair	\$29,206.65	\$40,889.35
Part 2 – Lump Sum Proposal for Preventative Maintenance Work	\$16,500.00	02-70-400-649 Treatment and Pumping: Electrical Mechanical Maintenance and Repair	\$6,875.00	\$9,625.00
Part 3 – Unit Pricing for Electric Motor Overhaul	\$26,700.00	02-70-400-649 Treatment and Pumping: Electrical Mechanical Maintenance and Repair	\$11,125.00	\$15,575.00
Total	\$113,296.00			

TREASURER'S CERTIFICATION

I hereby certify funds are available for payment of a one-year extension to the contract with Longo Electrical-Mechanical, Inc., for electrical and mechanical maintenance, servicing and repair of potable water wells, pumping and related facilities as follows:

1. In 2021, funds are available in the amount of \$47,206.65; and
2. In 2022, funds will be available in the amount of \$66,089.35, subject to the approval of the 2022 Budget.

The total maximum amount of this one-year extension to the contract will not exceed \$113,296.00. This item will be charged to Account No. 02-70-400-649, Treatment and Pumping: Electrical Mechanical Maintenance and Repair.



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 75-21

RESOLUTION AUTHORIZING EXTENSION OF A PROFESSIONAL SERVICE CONTRACT FOR LEGAL SERVICES WITH SIDNEY D. WEISS, ESQ., AS GENERAL COUNSEL

WHEREAS, the Authority had entered into a professional service contract dated January 1, 2021, with Sidney D. Weiss, Esq., for legal services to serve as General Counsel, which contract was duly awarded and approved by resolution dated November 19, 2019 (the "Contract"); and

WHEREAS, the Contract was for an initial term of six months with status to be reviewed at a later time; and

WHEREAS, the Executive Director of the Authority has recommended that the Contract be extended for a period of two months; and

WHEREAS, the Members of the Authority hereby find, based upon memorandum of the Executive Director dated June 8, 2021, a copy of which is annexed hereto, that the services are being performed by Sidney D. Weiss, Esq., under the Contract in an effective and efficient manner; and

WHEREAS, the extension will be on the same terms and conditions, including price, as permitted pursuant to the Local Public Contracts Law, set forth in the existing Contract; and

WHEREAS, the maximum cost to the Authority is \$13,600.00 covering a two-month period; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for this extension; and

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

Board Members

Morristown:
Max Huber
Donald Kissil

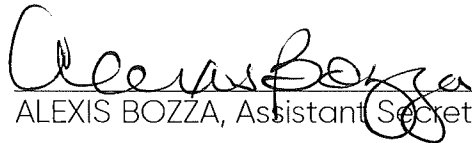
Morris Township:
Dennis Baldassari
Michael Chumer, Ph.D.

Morris Plains:
Ralph R. Rotando
Patricia Webster

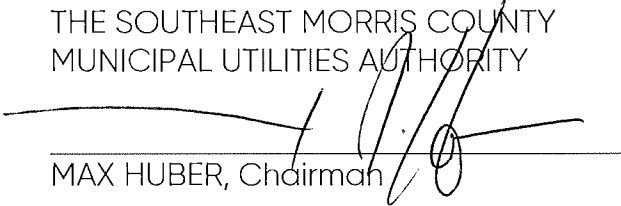
Hanover Township:
Nicola Marucci, P.E.
Adolf Schimpf, Ph.D.

1. The term of the Contract dated January 1, 2021, between the Authority and Sidney D. Weiss, Esq., be and the same is hereby extended for a period of two months at a maximum cost of \$13,600.00, as permitted by the Local Public Contracts Law;
2. The extension shall be on the same terms and conditions set forth in the existing Contract, which Contract was awarded by the Authority by resolution duly adopted on November 19, 2019;
3. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and they are hereby authorized and directed to execute and deliver the extension agreement or other document as may be required, and approved by the General Counsel, in order to effectuate the intent of this resolution.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Laura Cummings, PE, Executive Director **Laura Cummings, PE**

RE: Professional Service Contract with Sidney D. Weiss, Esq.

DATE: June 8, 2021

Digitally signed by Laura Cummings, PE
 DN: cn=Laura Cummings, PE,
 o=Southeast Morris County MUA,
 ou=Executive Director,
 email=lcumplings@smcmua.org, c=US
 Date: 2021.06.08 13:19:43 -0400'

The Authority entered into professional service contract dated January 1, 2021 with Sidney D. Weiss Esq. ("SDW") for professional legal services as General Counsel to the Authority (the "Agreement"). The term of the Agreement was for six months, expiring on June 20, 2021. It is requested that the Agreement be extended for a period of two months, on the same terms and conditions. The additional cost to the Authority for the two-month extension is estimated not to exceed \$13,600 (or \$6,800 per month).

Initial Agreement Total	\$40,800
Amount of Two-Month Extension	\$13,600
Amended Not to Exceed Total	\$54,400

The Treasurer has certified that funds are available in the 2021 Operating Account #02-10-400-602.

TREASURER'S CERTIFICATION

I hereby certify funds are available in the 2021 Budget in the amount of \$13,600.00 for payment of a two-month extension to the professional service contract with Sidney D. Weiss, Esq., for legal services to serve as General Counsel. This item will be charged to Account No. 02-10-400-602.



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 76-21

RESOLUTION RATIFYING AUTHORIZATION FOR SERVICES OF
EMA, INC., TO TROUBLESHOOT AND REPAIR
VARIABLE FREQUENCY DRIVES AT BLACK BROOK WATER TREATMENT PLANT

WHEREAS, on December 23, 2020, the variable frequency drive (VFD) for Clearwell Pump No. 1 failed at the Black Brook Water Treatment Plant; and

WHEREAS, quotes were solicited to perform troubleshooting and repairs where EMA, Inc., was authorized to complete this work at a cost of \$14,640.00, which amount is below the threshold for public bidding under the Local Public Contracts Law and within the authority of the Executive Director to approve without approval of the Authority's Board of Members; and

WHEREAS, subsequently, Clearwell Pump No. 2 started showing signs of potential issues which would require troubleshooting and, potentially, repair; and

WHEREAS, since the additional work was anticipated to bring the overall cost over \$17,500, the Members were contacted for authorization to proceed; and

WHEREAS, the additional services were authorized by a poll of the Members on March 26, 2021, subject to formal ratification and is determined to be in the best interest of the Authority and the Water System; and

WHEREAS, the additional services to troubleshoot and repair the second VFD shall not exceed \$9,365.00; and

WHEREAS, the total not to exceed amount of all services to be provided from EMA, Inc., shall not exceed \$26,405.00; and

WHEREAS, EMA, Inc., 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

Board Members

Morristown:
Max Huber
Donald Kissil

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

Morris Plains:
Ralph R. Rotancio
Patricia Webster

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

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

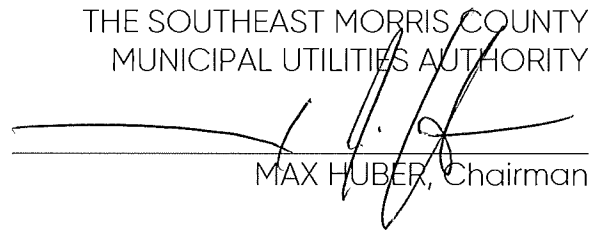
NOW THEREFORE, BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

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 troubleshooting and repair services of EMA, Inc. which is hereby approved and ratified.

ATTEST:


ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY


MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Drew Saskowitz, Water Quality Superintendent *DS*

RE: Black Brook Water Treatment Plant Variable Frequency Drive

DATE: June 7, 2021

CC: Jose Suarez, Operations Assistant Supervisor
Charles Maggio, CMFO, QPA, Chief Financial Officer
Alexis Bozza, QPA, Executive Administrative Assistant

On December 23, 2020, the variable frequency drive (VFD) for Clearwell Pump No. 1 failed at the Black Brook Water Treatment Plant. Quotes were solicited to perform these repairs where EMA, Inc., was authorized to complete this work. The cost to troubleshoot and perform the repairs was \$14,640. Subsequently, Clearwell Pump No. 2 started showing signs of potential issues which would require troubleshooting and, potentially, repair. Since the additional work was anticipated to bring the overall cost over \$17,500, the Members were contacted for authorization to proceed of which was granted. EMA, Inc., returned to the Black Brook Water Treatment Plant to troubleshoot Clearwell Pump No. 2 at a cost of \$2,400 and have provided an estimate to refurbish the unit at a cost of \$6,965. It is requested that EMA, Inc., be authorized to perform the additional repairs as needed. A breakdown of the costs is provided below.

Description	Cost
Troubleshoot - No. 1	\$2,400
Repairs - No. 1	\$14,640
Troubleshoot - No. 2	\$2,400
Repairs - No. 2	\$6,965
Total	\$26,405

The Treasurer has certified that funds are available in the Capital Budget under T&P – Wells, Pumps, Motors, etc. (Account #02-00-500-466).

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the amount of \$26,405.00 for payment to EMA, Inc. to troubleshoot and repair variable frequency drives at Black Brook Water Treatment Plant. These services will be charged to the Capital Budget under T&P – Wells, Pumps, Motors, etc. (Account #02-00-500-466).



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 77-21

RESOLUTION AMENDING 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, additional unanticipated services in the amount of \$25,000 are necessary to cover the cost of additional labor counsel services; and

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

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, 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 \$98,000.
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: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Laura Cummings, PE, Executive Director **Laura Cummings, PE**

RE: Professional Legal Services Contract with Genova Burns LLC

DATE: June 9, 2021

CC: Charles Maggio, CMFO, QPA, Chief Financial Officer
Alexis Bozza, QPA, Executive Administrative Assistant

Digitally signed by Laura Cummings, PE
DN: cn=Laura Cummings, PE,
o=Southeast Morris County MUA,
ou=Executive Director,
email=lcummings@smcmua.org, c=US
Date: 2021.06.09 15:21:34 -04'00'

Genova Burns was requested to submit a supplemental proposal for the existing Professional Services Agreement in anticipation of additional labor counsel expenses related to responding to various Local 1 grievances, unfair labor practices and contract negotiations. Per the attached letter from Jennifer Roselle, Esq., dated June 9, 2021, the additional expenses are estimated not to exceed \$25,000. The additional expenses include:

- Continued contract negotiations (additional expenses will be required if fact finding is required);
- Harassment training;
- Pending arbitration hearing for a former employee;
- Pending grievances, unfair practices and other day-to-day counseling as needed.

The requested increase to the contract of \$25,000 would amend the total maximum not to exceed contract amount to \$98,000. The Treasurer has certified that funds are available in the 2021 Operating Account No. 02-10-400-607.



Genova Burns LLC
494 Broad Street, Newark, NJ 07102
Tel: 973.533.0777 Fax: 973.533.1112
Web: www.genovaburns.com

Jennifer Roselle, Esq.
Counsel
Member of NJ and NY Bars
jroselle@genovaburns.com
Direct: 973-646-3324

June 9, 2021

Laura Cummings, P.E.
Executive Director/Chief Engineer
SE Morris County Municipal Utilities Authority
19 Saddle Road
Cedar Knolls, NJ 07927

Re: Budget for Labor Counsel Services

Dear Ms. Cummings:

This letter is in response to the Authority's request for a proposal for continued provision of labor counsel services as assigned by the Authority and accepted by our office. Our proposal seeks a total not to exceed \$25,000.00.

The proposed increase in budget includes harassment training for supervisors at the flat rate of \$1650.00 and \$750.00 for each rank and file training. We understand two rank and file training sessions are anticipated.

In addition, we estimate a cost of \$6,000.00 to conclude negotiations, assuming that the matter settles before fact finding. This estimate includes appearance at the upcoming personnel committee meeting, two additional sessions with Local 1, preparation time for those meetings, drafting documents and appearing at a future Board meeting, if so directed.

This increase also considers the pending E.M. termination arbitration. We estimate this hearing will cost approximately \$10,000.00 for a single day of hearing. That estimate includes preparation, appearance for a single hearing day and preparation of post hearing submissions.

We propose the remaining balance be reserved for the pending grievances, unfair practices, and other day-to-day counseling that arises. We anticipate that many of the grievances and unfair practices will be resolved with the resolution of the collective bargaining agreement. However, our estimates may change depending on whether fact finding becomes necessary, if any of the pending matters proceed to hearing and/or if other issues arise.



Laura Cummings, P.E.
Executive Director/Chief Engineer
June 9, 2021
Page 2

Thank you for your consideration.

Very truly yours,

GENOVA BURNS LLC

s/Jennifer Roselle

JENNIFER ROSELLE

15997698v1 (22599.001)

TREASURER'S CERTIFICATION

I hereby certify funds are available in the amount of \$25,000 for payment of an amended 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 \$98,000. This item will be charged to Account No. 02-10-400-607 (Operating Costs – General Administration: Professional Services – Personnel).



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 78-21

RESOLUTION RESCINDING AUTHORIZATION OF USE OF VENDOR UNDER THE STATE OF NEW JERSEY COOPERATIVE PURCHASING PROGRAM AND INCREASING AMOUNT TO AUTHORIZED VENDOR UNDER THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION FOR SECURITY RELATED GOODS AND SERVICES

WHEREAS, the Authority previously adopted Resolution No. 16-21 authorizing the expenditure of up to \$60,000.00 for Locksmith Services and Associated Parts from Hogan Security Group ("Hogan") through the State of New Jersey Cooperative Purchasing Program ("NJCPP"); and

WHEREAS, these authorized services and parts are no longer necessary to be purchased under the NJCPP; and

WHEREAS, the Authority subsequently adopted Resolution no. 41-21 authorizing the expenditure of up to \$40,000.00 for Mechanical & Electronic Door Locking Systems, Doors & Related Products from Hogan through the Hunterdon County Educational Services Commission ("HCESC"); and

WHEREAS, the Authority wishes to increase the amount authorized to purchase the above items from Hogan by \$10,000.00 under the HCESC contract

WHEREAS, the Treasurer of the Authority certifies the additional funds are available.

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

1. That the authorization to use Hogan Security Group through the NJCPP be rescinded.
2. That the amount authorized to purchase items from the Hogan Security Group through the HCESC be increased by \$10,000 from the original amount of \$40,000 to a revised amount of \$50,000.

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.

3. That the appropriate officers of the Authority be and they are hereby authorized and directed to execute said purchase(s) on behalf of the Authority in the manner provided by law.

ATTEST:



ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



MAX HUBER, Chairman

Dated: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Laura Cummings, PE, Executive Director

RE: Hogan Security Group

DATE: June 8, 2021

CC: Charles Maggio, CMFO, QPA, Chief Financial Officer
 Alexis Bozza, QPA, Executive Administrative Assistant

**Laura
 Cummings,
 PE**

Digitally signed by Laura Cummings, PE
 DN: cn=Laura Cummings, PE, o=Southeast Morris County MUA, ou=Executive Director, email=lcummings@smcmua.org, c=US
 Date: 2021.06.10 16:12:46 -04'00'

The Authority previously adopted Resolution No. 16-21 authorizing the expenditure of up to \$60,000.00 for Locksmith Services and Associated Parts from Hogan Security Group through the State of New Jersey Cooperative Purchasing Program ("NJCPP"). These authorized services and parts are no longer necessary to be purchased under the NJCPP and will be replaced with those identified in the following.

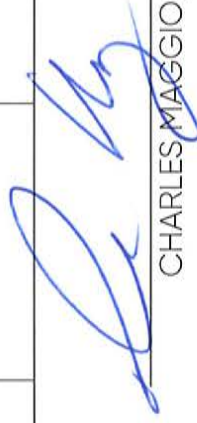
The Authority subsequently adopted Resolution No. 41-21 authorizing the expenditure of up to \$40,000.00 for Mechanical & Electronic Door Locking Systems, Doors & Related Products from Hogan Security Group through the Hunterdon County Educational Services Commission ("HCESC"). The expenditures for these systems and products are calculated for a total of \$50,000. This memo serves as a request to adjust the original amount approved of \$40,000 to the revised estimate of \$50,000.

The Treasurer certifies that these funds are available.

TREASURER'S CERTIFICATION

I hereby certify that there are sufficient funds available in the 2021 Budget to purchase work, materials and supplies from the vendor listed below through the Hunterdon County Educational Services Commission in 2021. The cost is estimated not to exceed the amount stated:

CONTRACT	VENDOR	ITEMS	CONTRACT EXPIRATION DATE	BUDGET ACCT #	ACCOUNT NAME	AMOUNT BUDGETED FOR THIS EXPENDITURE	AMOUNT REQUESTED FOR THIS CONTRACT
203	Hogan Security Group	Mechanical & Electronic Door Locking Systems, Doors & Related Products	7/6/2022	02-00-500-460	2019 Facility Improvements- Sec Equip	\$25,000	\$50,000



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 79-21

RESOLUTION AUTHORIZING CONTRACT RENEWAL WITH
HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY FOR
DENTAL INSURANCE COVERAGE FROM AUGUST 1, 2021 THROUGH JULY 31, 2022

WHEREAS, there exists a need for renewal of the Authority's policy for dental insurance coverage; and

WHEREAS, Horizon Blue Cross Blue Shield of New Jersey (Horizon), the Authority's current dental insurance provider, has agreed to provide a one-year contract renewal with no increase in price; and

WHEREAS, the renewal rates and tiers of coverage are summarized in a memorandum from the Human Resources Generalist dated June 7, 2021, a copy of which is annexed as Exhibit "A"; and

WHEREAS, the Human Resources Generalist has recommended that the Authority accept the renewal submitted by Horizon Blue Cross Blue Shield of New Jersey at a maximum cost to the Authority of \$35,223.70 for coverage beginning on August 1, 2021 through July 31, 2022; and

WHEREAS, contracts for insurance may be awarded without competitive bidding within the exception to the Local Public Contracts Law, specifically set forth in N.J.S.A. 40A:11-5(m); and

WHEREAS, the Executive Director has, upon advice of counsel, certified that the award meets the statute and regulations governing the award of such contracts, a copy of which Certification is annexed as Exhibit "B"; and

WHEREAS, the Treasurer has certified that there are sufficient funds available in the 2021 Budget for the portion to be expended in 2021; the portion to be expended in 2022 is subject to funds being available in the 2022 Budget; 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.

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution awarding contracts of this nature must be available for public inspection and that notice of the award be published in a newspaper authorized to publish the Authority's legal advertisements.

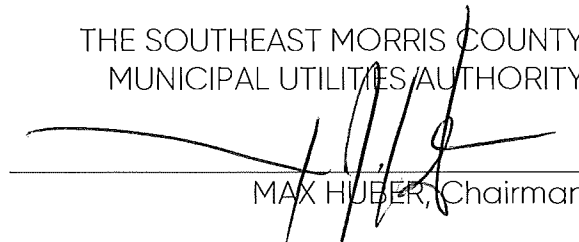
NOW THEREFORE BE IT RESOLVED by The Southeast Morris County Municipal Utilities Authority as follows:

1. That the proposed renewal submitted by Horizon Blue Cross Blue Shield of New Jersey for dental insurance coverage be and the same is hereby approved and accepted at an annual premium of \$35,223.70.
2. The Chairman or Vice Chairman and Secretary or Assistant Secretary be and they are hereby authorized to execute and deliver a contract renewal for such services with Horizon Blue Cross Blue Shield of New Jersey.
3. The above contract is being renewed without competitive bidding pursuant to the provisions of N.J.S.A. 40A:11-5(m) for the reasons set forth in annexed Certification of the Executive Director.
4. Copies of this Resolution and the Proposal 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 awards shall be published 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: June 17, 2021



MEMORANDUM

TO: SMCMUA Board

FROM: Heather Brandao, Human Resources Generalist Heather Brandao
Digital Signature
SMCMUA, Inc.
0206 201 06 07 1823-11
0000

RE: Employee Dental Plan

DATE: June 7, 2021

CC: Laura Cummings, P.E., Executive Director
Charles Maggio, CMFO, QPA, Chief Financial Officer

Horizon Dental (Horizon) is the current employee dental plan carrier for the Authority. Horizon's current contract expires on July 31st, 2021. One Digital, a partner of Willis Towers Watson, has received notice from Horizon Dental that our rates will remain the same for the next policy year. The current enrollment includes 34 total employees participating in the dental insurance, 17 enrollees in a PPO type plan, 14 in a DHMO type plan and three (3) in a clinic type. Employees contribute 17.25% of their premium costs.

Based on there being no increase in premium, I am recommending award of the contract to Horizon Dental for a one-year term extending the current contract through July 31, 2022. The Treasurer has certified funds are available in Acct. 02-20-400-605 STATUT: Dental Benefits.

Dental Plan Proposal Comparison

Plan	Annual Premium based on Current Enrollment
Current Horizon Contract	\$35,223.70
Renewal Horizon Contract	\$35,223.70, \$0 more than current premium

CERTIFICATION

Carrier: Horizon Blue Cross Blue Shield of New Jersey
Cost: Not to exceed \$35,223.70 per year of contract extension
Period: August 1, 2021 through July 31, 2022
Purpose: Policies for employee dental coverage.

The contract for insurance coverage is requested to be renewed without competitive bids pursuant to Section 40A:11-5(m) of the Local Public Contracts Law as an Extraordinary Unspecifiable Service.

I do hereby certify as follows:

1. A renewal summary of Employee Dental Insurance Coverage was prepared by the Authority's Human Resources Generalist for the period of August 1, 2021 through July 31, 2022. The rates for renewal reflect no increase over the previous rates.
2. The contract renewal can be made pursuant to the exception set forth in 40A:11-5(m) of the Local Public Contracts Law.
3. The services are specialized and qualitative in nature requiring expertise, extensive training and proven reputation because they involve complex insurance evaluation and underwriting concepts and because they are within the specific exception under the aforesaid section of the Local Public Contracts Law.
4. The services cannot be described by written specifications because of the complexities described above and because no such specifications are required under the exceptions set forth in the Local Public Contracts Law.
5. I have reviewed the rules and regulations of the Division of Local Government Services applicable to the Local Public Contracts Law with the General Counsel and certify that the proposed renewal may be authorized within the exception set forth in N.J.S.A. 40A:11-5(m).



Laura Cummings, P.E.
Executive Director

TREASURER'S CERTIFICATION

I hereby certify funds for payment of a contract with Horizon Blue Cross Blue Shield of New Jersey for dental insurance coverage from August 1, 2021 through July 31, 2022 as follows:

1. In 2021, funds are available in the amount of \$14,681.00; and
2. In 2022, funds will be available in the amount of \$20,552.70 subject to the approval of the 2021 Budget.

The total maximum amount of this contract will not exceed \$35,223.70. This item will be charged to Account No. 02-20-400-605 (Statutory/Benefits: Dental Benefits).



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021



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

Resolution No. 80-21

RESOLUTION INCREASING AUTHORIZED AMOUNT FOR
STAFF RECRUITING SERVICES OF WINSTON STAFFING SERVICES LLC

WHEREAS, Winston Staffing Services ("Winston") is a comprehensive personnel recruitment organization; and

WHEREAS, the Authority requires a strategic partner and intellectual asset in recruiting professionals specific to the needs of SMCMUA; and

WHEREAS, on February 1, 2021, the Members authorized the use of Winston for the provision of the above services at an estimated not to exceed amount of \$23,000.00; and

WHEREAS, additional services are needed to recruit a second professional at an estimated not to exceed amount of \$21,000.00; and

WHEREAS, this purchase is being made without public bidding as being less than the bidding threshold of \$44,000 provided in the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, funds are available and have been certified by the Treasurer of the Authority;

NOW, THEREFORE, be it resolved by The Southeast Morris County Municipal Utilities Authority as follows:

1. That the Authority is authorized to increase the amount to utilize the services of Winston Staffing Services LLC by an additional \$21,000.00 with a revised total not to exceed amount of \$44,000.00.

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.



MEMORANDUM

TO: SMCMUA Board

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

RE: Staff Recruiting Services

DATE: June 14, 2021

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

**Laura
Cummings,
PE**

Digitally signed by Laura Cummings, PE
DN: cn=Laura Cummings, PE, o=Southeast Morris County MUA, ou=Executive Director, email=lcummings@smcmua.org, c=US
Date: 2021.06.15 08:19:30 -04'00'

The Authority previously authorized the use of Winston Staffing Services (“Winston”) as a strategic partner and intellectual asset in recruiting professionals specific to the needs of SMCMUA. Winston is a comprehensive personnel recruitment organization. Winston’s fee for placement services is 20% (twenty percent) of the agreed upon first year annual salary. It is recommended that these services be increased from the initial authorized not to exceed amount of \$23,000 by \$21,000 for a total not to exceed amount of \$44,000.

The Treasurer has certified that funds are available in Account 02-10-400-607, Professional Services – Personnel.

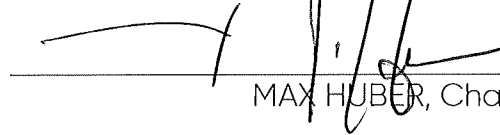
2. That the appropriate officers of the Authority be and they are hereby authorized and directed to execute the purchase on behalf of the Authority in the manner provided by law.

ATTEST:



ALEXIS BOZZA, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY



MAX HUBER, Chairman

Dated: June 17, 2021

TREASURER'S CERTIFICATION

I hereby certify funds are available for professional recruiting services of Winston Staffing Services LLC. The total maximum amount of these services will not exceed \$44,000. This item will be charged to Account No. 02-10-400-607, Professional Services – Personnel.



CHARLES MAGGIO, Treasurer

Dated: June 17, 2021

CERTIFICATION

I hereby certify the foregoing to be a true copy of the resolution adopted by The Southeast Morris County Municipal Utilities Authority on June 17, 2021, at a meeting duly convened of said Authority.


ALEXIS BOZZA, Assistant Secretary

Dated: June 17, 2021

Procurement Agreement

THIS PROCUREMENT AGREEMENT is dated as of the 1st day of July in the year 2021, by and between The Southeast Morris County Municipal Utilities Authority, 19 Saddle Road, Cedar Knolls, NJ 07927, hereinafter referred to as the OWNER and Eurofins Eaton Analytical, LLC, 110 South Hill Street, South Bend, IN 46617, hereinafter referred to as the CONTRACTOR.

WITNESSETH: The OWNER and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. GOODS AND SPECIAL SERVICES

1.1 CONTRACTOR shall furnish the Goods and Special Services and other services as shown and specified in the Procurement Documents. The Goods and Special Services to be furnished are generally described as follows:

Laboratory Testing Services for Potable and Non-Potable Water

ARTICLE 2. POINT OF DELIVERY

2.1 The place where the Goods and Services are to be delivered and submitted is designated as: The Southeast Morris County Municipal Utilities Authority, 19 Saddle Road, Cedar Knolls, New Jersey 07927.

2.2 The Goods are to be delivered to the Point of Delivery and ready for OWNER's acceptance of delivery as needed and required by the OWNER.

ARTICLE 3. PROCUREMENT DOCUMENTS

3.1 The Procurement Documents are defined in the Request for Proposals. The Procurement Documents, which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Procurement Agreement and are made a part hereof.

ARTICLE 4. ENGINEER

4.1 The Goods and Special Services have been specified by the OWNER'S CHIEF ENGINEER, who is hereinafter called ENGINEER and who will act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER by OWNER in connection with the furnishing of the Goods, Special Services and other services in accordance with the Procurement Documents.

ARTICLE 5. CONTRACT TIME

- 5.1 The Contract for Procurement of Laboratory Testing Services for Potable and Non-Potable Water shall remain in effect for one (1) year (the "Original Term").
- 5.2 Notwithstanding the above, the Authority may agree to extend the term beyond the Original Term annually for not more than four one-year extensions, to a maximum of five (5) years; provided that the Members of the Authority shall determine, prior to any such extension, in their sole unfettered discretion, that the services are being performed in an effective and efficient manner. Any such extension shall be on the same terms and conditions set forth in this Contract except that the parties may agree to a reasonable adjustment of prices which shall not exceed the price adjustments permitted for multi-year contracts pursuant to N.J.S.A. 40A:11-15 the provisions of which are incorporated herein by reference. In no event shall this Contract be extended so it runs for more than a total of five (5) consecutive years.
- 5.3 Any such extension shall be subject to the availability and appropriation annually of sufficient funds to meet the extended obligation and certification by the Authority's Treasurer in each year that funds are available for such purpose.

ARTICLE 6. INSURANCE

Before commencing the work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Contract. This insurance will provide a defense and indemnify The Southeast Morris County Municipal Utilities Authority (SMCMUA) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Contract. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its consultants, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and SMCMUA, except to the extent such loss is due to the negligence of SMCMUA.

Proof of this insurance shall be provided to SMCMUA before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by SMCMUA of the Contractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this section deny coverage to SMCMUA, the Contractor will defend and indemnify SMCMUA at the Contractor's expense.

A. Minimum of Liability

The Contractor must obtain the required insurance with the carrier rated A-VII or better by A.M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

1. Commercial General Liability Insurance

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury

2. Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage

Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

3. Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident
\$500,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by state law.

4. Umbrella

\$1,000,000 per Occurrence
\$1,000,000 Aggregate

Contractual Liability and the General Aggregate shall apply on the same basis as the primary insurance.

B. Subcontractors

Contractor shall require all Subcontractors to comply with the insurance requirements included in this Contract.

C. Additional Insured Status and Certificate of Insurance

SMCMUA along with their respective appointed officers, agents and employees, shall be named as Additional Insureds on the Contractor's Commercial General Liability Policy which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by SMCMUA is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, any of its consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

A Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Umbrella Liability policies in favor of SMCMUA, and this clause shall apply to SMCMUA's appointed officers, agents and employees. It should also apply to the Contractor's Workers' Compensation policy if allowed by state law.

Prior to commencement of work, Contractor, and any Subcontractor, shall submit a Certificate of Insurance in favor of SMCMUA and an Additional Insured Endorsement (in a form acceptable to SMCMUA) to SMCMUA and their Engineer as required hereunder.

D. Failure to Obtain/Maintain, Cancellation and Renewal

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, SMCMUA may, at its sole discretion, purchase such coverage as desired for SMCMUA's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Insurance Company will provide 30 days advance notice of the cancellation to the SMCMUA.

ARTICLE 7. WARRANTIES/INDEMNIFICATION.

- 7.1 Contractor shall perform the services to be furnished by it hereunder with the degree of skill and care that is required by customarily accepted good and sound professional practices and procedures at the time the work is performed to ensure that all work is correct and appropriate for the purpose intended.

- 7.2 Contractor shall indemnify and hold harmless the Authority from and against all claims and actions, and all expenses (including but not limited to reasonable attorneys' fees and court costs) incidental to such claims or actions, based upon or arising out of damages or injuries to persons or property caused or contributed to by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement, provided the Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused or contributed to by the Authority.
- 7.3 The Contractor's indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor or Subcontractor under workers compensation, disability or other employee benefit program.
- 7.4 Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement, up to a maximum of \$2,000,000. In no event shall Contractor be liable to the Authority for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.

ARTICLE 8. CONFIDENTIALITY.

- 8.1 Contractor shall not disclose any trade secrets or confidential proprietary information obtained in the performance of the work or projects authorized by this Agreement, except such information: (i) which has been published and becomes part of the public domain other than by acts or omissions of Contractor or its agents or employees; (ii) which has been lawfully furnished or made known to Consultant by third parties (other than those acting directly or indirectly for or on behalf of the Authority); (iii) which was in Contractor's possession prior to the date of this Agreement and was not acquired by Contractor directly or indirectly from the Authority or any one acting directly or indirectly from the Authority; (iv) which is required by any subpoena or other legal process not protected by privilege; or (v) the disclosure of which has been consented to by the Authority and any other party to which the information relates.

ARTICLE 9. CONTRACT PRICE

- 9.1 OWNER shall pay CONTRACTOR an amount up to the Total Maximum Contract Price of \$153,157.00 for furnishing the Goods and for performing the Services in accordance with the Procurement Documents in current funds as calculated from the Unit Price Proposal Form.

ARTICLE 10. PAYMENT PROCEDURES

- 10.1 CONTRACTOR shall submit an Invoice for the work performed with the Contractor analysis reports and the proper state/federal reporting forms, if required. Applications for Payment will be processed by ENGINEER in a timely manner.

ARTICLE 11. CONTRACTOR'S REPRESENTATIONS

- 11.1 As part of the inducement for OWNER to enter into this Procurement Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR is familiar with the nature and extent of the Procurement Documents and has given ENGINEER written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Procurement Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - B. CONTRACTOR is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
 - C. CONTRACTOR does not require additional information from OWNER or ENGINEER to enable CONTRACTOR to furnish the Goods and Special Services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement Documents, but subject to CONTRACTOR's right to request interpretations and clarifications.
 - D. CONTRACTOR has correlated results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 12. ADDENDA

- 12.1 Addenda consisting of Numbers 1 to 1, inclusive.

ARTICLE 13. MISCELLANEOUS

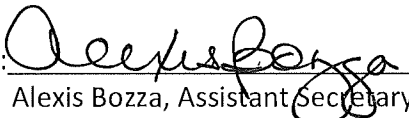
- 13.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter.

- 13.2 Waivers. The failure of either party to insist upon strict adherence to any term, covenant or condition of this Agreement on any occasion shall not be considered a waiver or relinquishment of any right of such party or parties to insist upon strict performance of that term, covenant or condition, or any other term, covenant or condition, of this Agreement at any time thereafter.
- 13.3 Notices. Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the addresses of the parties first above written, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent.
- 13.4 Binding Effect; Assignment. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns.
- 13.5 Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
- 13.6 Governing Law. This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of New Jersey. All matters, if required, would be heard in a court of law in Morris County.
- 13.7 Compliance with laws, etc. During the term of this Agreement, Consultant will comply with all applicable federal, state and local laws, regulations, ordinances, orders and requirements.

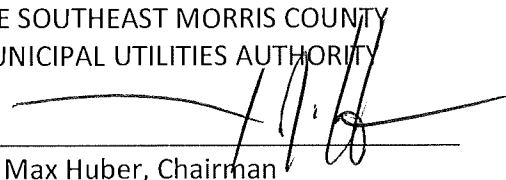
IN WITNESS WHEREOF, the parties hereto have executed this Procurement Agreement on the day and year first written above.

This Procurement Agreement will be effective on July 1, 2021.

ATTEST:

By: 
Alexis Bozza, Assistant Secretary

THE SOUTHEAST MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

By: 
Max Huber, Chairman

ATTEST:

By: _____

Print Name: _____

Print Title: _____

EUROFINS EATON ANALYTICAL, LLC

By: Colin Walters

Print Name: Colin Walters

Print Title: President

Exhibit A

Mandatory Equal Employment Opportunity Language

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MANDATORY AFFIRMATIVE ACTION LANGUAGE
(N.J.A.C. 10:5-31 et seq. (P.L.1975, c.127), N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or


Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Submitted by:

Eurofins Eaton Analytical, LLC

Name of Company



Signature

Matt Hartz, Director of Operations

Print Name and Title

5/5/2021

Date

**BOARD MEMBERS
ATTENDANCE AND ROLL CALL**

RESOLUTION NUMBER	MR. BALDASSARI	DR. SHAWMER	* MR. KISSIL	MR. MARIUCCI	MR. ROTANDO	* DR. SCHIMPF	MS. WEBSTER	CHAIRMAN HUBER
Roll Call	Present	Absent	Present	Present	Present	Present	Present	Present
5/20 Minutes	Abstain				(1)		(2)	
5/20 Closed Session Minutes	Abstain			(2)	(1)			
June Bill List	(2)						(1)	
Groundskeeping	(2)				(1)		(1)	
GAC	(2)							
Miracle Chemical					(1)		(2)	
Longo					(2)		(1)	
SDW	(2)				(1)			
EMA	(1)						(2)	
Genova Burns	(2)				(1)			
Hogan Correction	(1)						(2)	
Dental	(2)						(1)	
Winston	(2)				(1)			
Adjourn	(1)				(2)			

Meeting Date: June 17, 2021
 Public Portion: Opened: _____ Closed: _____
 Adjourned at: 7:34

Staff and General Counsel Present:	Y/N
Laura	
Sia	
Charles	
Drew	
Basil (remote)	

Axis