

MUSCONETCONG SEWERAGE AUTHORITY



2023 Reorganization Meeting
February 23, 2023

REORGANIZATION MEETING OF THE MUSCONETCONG SEWERAGE AUTHORITY

Vice Chairman Sylvester called the meeting to order at 7:30 PM. Following the Pledge of Allegiance to the Flag, announcement was made that adequate notice of this meeting had been provided for as defined by the "Open Public Meetings Act".

Members Present: Andrew Cangiano, Michael Grogan, Brian McNeilly, Melanie Michetti, Anthony Riccardi, Thomas Romano, Joseph Schwab, Elmer Still, Jack Sylvester

Members Absent: Steven Rattner, Richard Schindelar

Others Present: Patrick Dwyer – Esq., Jilliam Martucci – Office Manager, James Schilling – Executive Director, James Wancho - PE

Others Absent: Thomas Carroll – QPA

Attendance Roll Call:

Mr. Cangiano	Present	Mr. Riccardi	Present
Mr. Grogan	Present	Mr. Romano	Present
Mr. McNeilly	Present	Mr. Schindelar	Absent
Mrs. Michetti	Present	Mr. Schwab	Present
Chairman Rattner	Absent	Mr. Still	Present
		Mr. Sylvester	Present

2023 Annual Reorganization Meeting
Date/Time Call to Order: February 23, 2023 @ 7:30 PM
Others Present: Patrick Dwyer, Jim Wanchio, James Schilling, Jilliam Martucci, Thomas Carroll

Motion / Resolution	Cangiano	Grogan	McNeilly	Michetti	Rattner	Riccardi	Romano	Schindelar	Schwab	Still	Sylvester
Attendance:	Present	Present	Present	Present	Absent	Present	Present	Absent	Present	Present	Present
Nomination for Chairman Current: Steven Rattner – All in Favor Change(s): None	M/O Aye	Aye	Aye	Aye	Absent	Aye	Aye	Absent	Second Aye	Aye	Motion Aye
Nomination for Vice Chairman Current: Jack Sylvester – All in Favor Change(s): None	M/O Aye	Aye	Aye	Aye	Absent	Aye	Aye	Absent	Aye	Second Aye	Aye
Nomination for Secretary-Treasurer Current: Joseph Schwab – All in Favor Change(s): None	M/O Aye	Aye	Aye	Motion Aye	Absent	Aye	Aye	Absent	Aye	Aye	Aye
Nomination for Asst Secretary - Treasurer Current: Thomas Romano – All in Favor Change(s): None	M/O Aye	Aye	Aye	Aye	Absent	Aye	Aye	Absent	Motion Aye	Aye	Second Aye
Oath of Office: Appointing Commissioner Riccardi for Borough of Stanhope					Absent	✓		Absent			
Oath of Office: Re-Appointing Commissioner Cangiano for Borough of Hopatcong	✓				Absent			Absent			
Oath of Office: Re-Appointing Commissioner Schindelar for Borough of Hopatcong					Absent			Absent			
Oath of Office: Re-Appointing Commissioner Schwab for Roxbury Township					Absent			Absent	✓		
Oath of Office: Re-Appointing Commissioner Sylvester for Borough of Netcong					Absent			Absent			✓
Appointment of Finance/Audit Committee Current: Romano, Rattner, Schwab – All in Favor Change(s):	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting
Appointment of Engineering Operations, Maintenance & Safety Committee Current: Grogan, Schindelar, Michetti, Rebelewski, Still – All in Favor Change(s):	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting

Motion / Resolution	Cangiano	Grogan	McNeilly	Michetti	Rattner	Riccardi	Romano	Schindelar	Schwab	Still	Sylvester
Appointment of Personnel Committee Sylvester (Chair), McNeilly, Rebelewski, Cangiano – All in Favor Change(s):	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting
Appointment of Purchasing Commissioner Elmer Still – All in Favor Change(s):	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Absent	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting	Postponed for 03/23/2023 Meeting
Resolution # 23-11 Appointment of Public Agency Compliance Officer – James Schilling	Yes	Yes	Yes	Second Yes	Absent	Yes	Motion Yes	Absent	Yes	Yes	Yes
Resolution # 23-12 Appointment of JIF Fund Commissioner – James Schilling	Yes	Yes	Yes	Second Yes	Absent	Yes	Motion Yes	Absent	Yes	Yes	Yes
Resolution # 23-13 Appointment of Licensed Underground Storage Tank Operator – James Schilling	Yes	Yes	Yes	Second Yes	Absent	Yes	Motion Yes	Absent	Yes	Yes	Yes
Resolution # 23-14 Authorization of check signing & Initiation Wire Transfers 2023	Yes	Yes	Yes	Second Yes	Absent	Yes	Motion Yes	Absent	Yes	Yes	Yes
Resolution # 23-15 Appointment of Auditing & Accounting Svs 2023 Wielkosz & Company	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution # 23-16 Appointment of Risk Management Svs 2023 PIA – Professional Insurance Associates	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution # 23-17 Appointment of Bond Counsel 2023 Hawkins, Delafeld & Wood	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution # 23-18 Appointment of Labor Counsel Svs 2023 Cleary, Giacobbe, Allen & Jacobs	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution # 23-19 Appointment of Engineering Services 2023 Paulus, Sokolowski & Sartor, LLC	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution 23-20 Appointment of Environmental Consulting Svs 2023 – Najarian Associates	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Resolution 23-21 Appointment of Legal Counsel 2023 Patrick J. Dwyer, LLC	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes

Motion / Resolution	Cangiano	Grogan	McNeilly	Michetti	Rattner	Riccardi	Romano	Schindelar	Schwab	Still	Sylvester
Resolution 23-22 Appointment of Environmental Consulting Svs 2023 – One Water Consulting, LLC	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Official Appointment by MSA Bank Depositories – TD Bank – All in Favor	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Official Appointment by MSA Official Newspaper – Daily Record – All in Favor	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Official Appointment by MSA Other Newspaper – NJ Herald – All in Favor	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Official Appointment by MSA Newspaper for Bids – Star Ledger – All in Favor	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Official Appointment by MSA Plant Physician – Atlantic Healthcare Ledgewood, NJ – All in Favor	Yes	Yes	Yes	Yes	Absent	Yes	Yes	Absent	Second Yes	Motion Yes	Yes
Adjournment – 07:43 PM	Second Aye	Aye	Aye	Aye	Absent	Aye	Aye	Absent	Motion Aye	Aye	Aye

- Oaths of Office were moved up on the agenda.
 - Appointing Mr. Riccardi for the Borough of Stanhope
 - Re-Appointing Mr. Cangiano for the Borough of Mount Arlington
 - Mr. Schindelar for Borough of Hopatcong is absent
 - Re-Appointing Mr. Schwab Township of Roxbury
 - Re-Appointing Mr. Sylvester Borough of Netcong
- Patrick Dwyer, Esq began the Oath of Office, each Commissioner present was appointed accordingly.
- Patrick Dwyer, Esq. opened the floor for nominations for Chairman.
 - Motion made by Mr. Sylvester, seconded by Mr. Schwab nominating Steven Rattner as Chairman for 2023.
 - Motion was offered by Mr. McNeilly to close the nominations, seconded by Mr. Romano.
 - Mr. Dwyer, Esq closed the nominations.

Steven Rattner as Chairman was carried by the unanimous All-In-Favor vote of members present.

Mr. Cangiano	Aye	Mr. Riccardi	Aye
Mr. Grogan	Aye	Mr. Romano	Aye
Mr. McNeilly	Aye	Mr. Schindelar	Absent
Mrs. Michetti	Aye	Mr. Schwab	Aye
Chairman Rattner	Absent	Mr. Still	Aye
		Mr. Sylvester	Aye

- Patrick Dwyer, Esq. opened the floor for nominations for Vice Chairman.
 - Motion offered by Mr. Romano, seconded by Mr. Still nominating John Sylvester as Vice Chairman for 2023.
 - Motion was offered by Mr. McNeilly to close the nominations.
 - Mr. Dwyer, Esq closed the nominations.

John Sylvester as Vice Chairman was carried by the unanimous All-In-Favor vote of members present.

Mr. Cangiano	Aye	Mr. Riccardi	Aye
Mr. Grogan	Aye	Mr. Romano	Aye
Mr. McNeilly	Aye	Mr. Schindelar	Absent
Mrs. Michetti	Aye	Mr. Schwab	Aye
Chairman Rattner	Absent	Mr. Still	Aye
		Mr. Sylvester	Aye

- Patrick Dwyer, Esq. opened the floor for nominations for Secretary-Treasurer
 - Motion offered by Mrs. Michetti, seconded by Mr. Cangiano nominating Joseph Schwab as Secretary-Treasurer for 2023.
 - Motion was offered by Mr. Sylvester to close the nominations, seconded by Mr. McNeilly.
 - Vice Chairman Sylvester closed the nominations.

Joseph Schwab as Secretary-Treasurer was carried by unanimous All-In-Favor vote of members present.

Mr. Cangiano	Aye	Mr. Riccardi	Aye
Mr. Grogan	Aye	Mr. Romano	Aye
Mr. McNeilly	Aye	Mr. Schindelar	Absent
Mrs. Michetti	Aye	Mr. Schwab	Aye
Chairman Rattner	Absent	Mr. Still	Aye
		Mr. Sylvester	Aye

- Patrick Dwyer, Esq.
 - Motion offered by Mr. Schwab seconded by Mr. Sylvester nominating Thomas Romano as Assistant Secretary-Treasurer for 2023.
 - Motion was offered by Mr. McNeilly to close the nominations.
 - Vice Chairman Sylvester closed the nominations.

Thomas Romano as Assistant Secretary-Treasurer was carried by the unanimous All-In-Favor vote of members present.

Mr. Cangiano	Aye	Mr. Riccardi	Aye
Mr. Grogan	Aye	Mr. Romano	Aye
Mr. McNeilly	Aye	Mr. Schindelar	Absent
Mrs. Michetti	Aye	Mr. Schwab	Aye
Chairman Rattner	Absent	Mr. Still	Aye
		Mr. Sylvester	Aye

- Vice Chairman Sylvester stated that we would postpone the Committee Appointments until March 23, 2023 MSA Board Meeting when Chairman Rattner returns.

2022 Committee Appointments to remain until March 23, 2023 meetings:

Finance/Audit Committee	Thomas Romano, Steven Rattner, Joseph Schwab
Engineering, Operations, Maintenance & Safety Committee	Michael Grogan, Richard Schindelar, Melanie Michetti, Elmer Still
Personnel Committee	John Sylvester (Chair), Brian McNeilly, Andrew Cangiano
Purchasing Commissioner	Elmer Still

*Vice Chairman Sylvester stated that Resolutions 23-11, 23-12, 23-13, 23-14 would all be put through one vote.

A motion was made by Mr. Romano to approve Resolution 23-11. The motion was seconded by Mrs. Michetti.

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Romano to approve Resolution 23-12. The motion was seconded by Mrs. Michetti.

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Romano to approve Resolution 23-13. The motion was seconded by Mrs. Michetti.

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Romano to approve Resolution 23-14. The motion was seconded by Mrs. Michetti.

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

Comments:

- Individuals to authorized to sign checks:
 - Joseph Schwab, Thomas Romano, Jack Sylvester, Steven Rattner
- Electronic Transfers:
 - James Schilling

A motion was made by Mr. Still to approve Resolution 23-15. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-16. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-17. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-18. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-19. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-20. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-21. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

A motion was made by Mr. Still to approve Resolution 23-22. The motion was seconded by Mr. Schwab

Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

*See attached resolution

Vice Chairman Sylvester suggested that the following 2023 appointments should be considered for approval with one vote. The following one-year official appointments were made on a motion offered by Mr. Still, seconded by Mr. Schwab Roll Call Vote:

Mr. Cangiano	Yes	Mr. Riccardi	Yes
Mr. Grogan	Yes	Mr. Romano	Yes
Mr. McNeilly	Yes	Mr. Schindelar	Absent
Mrs. Michetti	Yes	Mr. Schwab	Yes
Chairman Rattner	Absent	Mr. Still	Yes
		Mr. Sylvester	Yes

- Bank Depositories – TD Bank
- Official Newspaper – Daily Record
- Other Newspaper – New Jersey Herald
- Newspaper for Bids – Star Ledger
- Plant Physician – Atlantic Healthcare Urgent Care Express - Ledgewood, NJ

Comments:

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Motion made by Mr. Schwab, seconded by Mr. Cangiano and the affirmative vote of members present, Vice Chairman Sylvester adjourned the meeting at 07:43pm.

Respectfully Submitted:
Jilliam Martucci, Office Manager

RESOLUTION NO. 23-11

**Resolution of the Musconetcong Sewerage Authority
Appointing a Public Agency Compliance Officer ("PACO")**

WHEREAS, the New Jersey Administrative Code at Section 17:27-3.3 requires every public agency to appoint a Public Agency Compliance Officer ("PACO") for the purpose of ensuring the agency's compliance with rules to provide equal employment opportunity in the performance of contracts, and to perform any other liaison and assistance functions as may be requested by the NJ Division of Purchase & Property Contract Compliance Audit Unit, EEO Monitoring Program (the "Unit").

WHEREAS, the Commissioners of the Musconetcong Sewerage Authority desire to make such appointment;

NOW BE IT RESOLVED AS FOLLOWS:

1. The Musconetcong Sewerage Authority hereby appoints James Schilling as its Public Agency Compliance Officer from the date hereof until its reorganization meeting in 2023.
2. James Schilling is hereby authorized to immediately complete and file a Designation of Public Agency Compliance Officer (PACO) form with the NJ Division of Purchase & Property Contract Compliance Audit Unit, EEO Monitoring Program (the "Unit").
3. A copy of this Resolution shall be served upon the Unit.

Musconetcong Sewerage Authority

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ATTEST:



Joseph Schwab, Secretary-Treasurer



Steven Rattner, Chairman

Jack Sylvestre

Dated: February 23, 2023

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RESOLUTION NO. 23-12

RESOLUTION OF THE MUSCONETCONG SEWERAGE AUTHORITY APPOINTING
JAMES SCHILLING AS A COMMISSIONER TO THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND FOR 2023

WHEREAS, the Musconetcong Sewerage Authority ("MSA") is a member of the New Jersey Utility Authorities Joint Insurance Fund ("JIF"); and

WHEREAS, pursuant to its By-Laws each member of the JIF shall appoint a Commissioner to the JIF;

WHEREAS Article III, Par. 1(a) of the By-Laws reads as follows:

Commissioners: In the manner generally prescribed by law, each participating utility authority shall appoint one (1) commissioner to the Fund. Each participating utility authority shall select either a member of its governing body or one of its employees; and

WHEREAS pursuant to Article III, Par. 2(c) of the By-Laws the term of office for an employee / commissioner is as follows:

Commissioners who are employees of the appointing utility authority shall hold office at the pleasure of the utility authority and can be removed by the utility authority at any time without cause.

BE IT HEREBY RESOLVED:


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1. The MSA hereby appoints Director James Schilling as its Commissioner to the New Jersey Utility Authorities Joint Insurance Fund effective February 23, 2023. Director Schilling is an employee of the Musconetcong Sewerage Authority.
2. The term of office shall be until such time as he is replaced by the MSA or the Authority's 2024 re-organization meeting, whichever comes first.
3. A copy of this Resolution shall be transmitted to the JIF for their records.

Musconetcong Sewerage Authority

ATTEST:


Joseph Schwab, Secretary-Treasurer


Steven Rattner, Chairman

Jack Sylvester

Dated: February 23, 2023

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RESOLUTION NO. 23-13

RESOLUTION OF THE MUSCONETCONG SEWERAGE AUTHORITY
APPOINTING JAMES SCHILLING AS ITS LICENSED UNDERGROUND STORAGE
TANK ("UST") OPERATOR

WHEREAS, the Musconetcong Sewerage Authority ("MSA") has three (3) Underground Storage Tanks ("USTs") on the premises of its sewerage treatment facility; and

WHEREAS the New Jersey Department of Environmental Protection ("NJDEP") requires that each facility having a UST appoint a licensed UST Operator; and

WHEREAS James Schilling, Director of the MSA, has obtained UST Operators Licenses Class A, B and C from NJ DEP;

NOW BE IT HEREBY RESOLVED:

1. The MSA hereby appoints Director James Schilling as its Licensed UST Operator.
2. James Schilling shall maintain in good standing his UST Operator's Licenses during this appointment, and shall notify MSA if any such licenses shall be suspended, terminated or not renewed.
3. As compensation for said appointment James Schilling shall receive an annual incentive bonus for 2023 in the amount of Two Thousand (\$2,000) Dollars payable within the first 90 days of the beginning of each year. Said incentive bonus shall be separate and apart from his annual salary and shall not be included in the

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calculation of pension benefits.

Musconetcong Sewerage Authority

ATTEST:


Joseph Schwab, Secretary-Treasurer


Steven Kattner, Chairman
Jack Sylvester

Dated: February 23, 2023

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RESOLUTION NO. 23-14

Resolution of the Musconetcong Sewerage Authority
Designating Those Individuals Who Are Authorized to Sign Checks and
Those Individuals Authorized to Initiate and Authorize Wire Transfers

WHEREAS, pursuant to Title 5, Chapter 31, Section 4.2 of the New Jersey Administrative Code (N.J.A.C. 5:31-4.2) the Authority shall at each organizational meeting designate by Resolution the individuals whose signatures shall appear on checks drawn upon the treasury of the Authority, and the individuals who shall initiate and authorize transactions utilizing standard electronic funds transfer technologies; and

WHEREAS, the Authority desires to now authorize said individuals at its reorganization meeting for 2023;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are authorized to sign checks drawn on the treasury of the Authority from the date hereof until the date of the Authority's next reorganizational meeting:

- (i) Steven Rattner
- (ii) Joseph Schwab
- (iii) Jack Sylvester, and
- (iv) Thomas Romano

Two of the above signatures shall be required for each check; and.

BE IT FURTHER RESOLVED that the following individuals are authorized to initiate transactions utilizing standard electronic funds transfer technologies from the date hereof until the date of the Authority's next reorganizational meeting:


- (i) Steven Rattner
- (ii) Joseph Schwab
- (iii) Jack Sylvester

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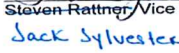
- (iv) Thomas Romano
- (v) James Schilling (limited to monthly bills only)

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be maintained on file at the offices of the Authority.

ATTEST:


James Schwab, Secretary-Treasurer
February 23, 2023

MUSCONETCONG SEWERAGE AUTHORITY


Steven Rattner, Vice Chairman

Jack Sylvester

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RESOLUTION NO. 23-15

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL ACCOUNTING SERVICES TO WIELKOTZ
& COMPANY, LLC FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional accounting services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, Wielkatz & Company, LLC ("Wielkatz") has submitted a proposal dated February 6, 2023 as revised to provide these services; and

WHEREAS Wielkatz has experience in providing professional accounting services to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage Wielkatz; and

WHEREAS, Wielkatz has completed and submitted a Business Entity Disclosure Certification which certifies that Wielkatz has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit Wielkatz from making any reportable contributions through the term of the contract, and

WHEREAS, Wielkatz has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional accounting services to Wielkatz & Company, LLC for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Ralston, Chairman

Jack Sylvester

Dated: February 23, 2023



STEVEN D. WIELKOTZ, CPA, RMA, PSA
MATTHEW B. WIELKOTZ, CPA, PSA
PAUL J. CUYA, CPA, RMA, PSA
JAMES J. CERULLO, CPA, RMA, PSA
KARI FERGUSON, CPA, RMA, CMFO, PSA
ROBERT C. MCINCH, CPA, CFE, PSA
KEVIN REEVES, CPA, PSA

401 WANAUKE AVENUE
POMPTON LAKES, NEW JERSEY 07442
PHONE: (973) 835-7000
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EMAIL: OFFICE@WCPA.COM
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February 6, 2023

Musconetcong Sewerage Authority
110 Continental Drive
Budd Lake, NJ 07828

We are pleased to confirm our understanding of the services we are to provide the Musconetcong Sewerage Authority (the "Authority") for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the Musconetcong Sewerage Authority as of and for the year ended December 31, 2023. We understand that the financial statements will be presented in accordance with the requirements of the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Also, the document we submit to you will include additional information.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP (or on a comprehensive basis of accounting other than GAAP) and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.



Musconetcong Sewerage Authority
February 6, 2023
Page 2.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Musconetcong Sewerage Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Musconetcong Sewerage Authority
February 6, 2023
Page 3.

We may, from time to time and depending on the circumstances, use third-party service providers^{***} in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Musconetcong Sewerage Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

^{***} We shall not engage any third party service providers to provide accounting services without MSA's prior written consent.



Musconetcong Sewerage Authority
February 6, 2023
Page 4.

Other Services

We will also assist in preparing the financial statements and related notes of the Musconetcong Sewerage Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties, and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and Government Auditing Standards.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wielkott & Company, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of New Jersey or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wielkott & Company, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit approximately January 15, 2024 and to issue our report no later than the statutory deadline or the extended deadline due to delays in the release of the State of New Jersey's GASB 68 figures.

Our fee for the audit report for the fiscal year ending December 31, 2023 will be \$15,000.00. The reports will include the following

- A. We will perform the statutory audit as required for the year ending December 31, 2023. This will include the following accounting services necessary to perform the audit.
 1. Assist in preparation of any adjusting/closing journal entries.
 2. Assist in the preparation of the annual Report of Examination of Financial Statements.
- B. We will perform a study of internal control as part of our audit.
- C. We will be available for telephone conferences at most times during business hours.

There may be additional accounting and auditing services if needed in connection with the construction projects, New Jersey Infrastructure Bank (NJIB) compliance requirements and compliance with GASB reporting requirements. Some of the additional work required by us would be as follows:



1. New Jersey and Federal Single Audit Requirements related to the NJIB Loan Program.
2. Preparation and filing of the electronic Data Collection Form, if necessary.
3. Assist in the update of GASB #68, #71 and #75 information in the financial statements.
4. Assist in the preparation of the Budget.

The fee for our single audit, if required, will be charged hourly at our normal firm rates not to exceed \$2,500.00.

The fee for all other services listed above for the period from February 23, 2023 to February 23, 2024 will be at our normal hourly rates.

Our fee for any additional services will be at our discounted regular hourly rates as follows:

Member/Partner	\$200
Senior Manager	175
Manager	150
Senior Associate	125
Associate	100
Administrative	75

The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said Section 5.3.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



Reporting

We will issue a written report upon completion of our audit of the Musconetcong Sewerage Authority's financial statements. Our report will be addressed to the "Commissioners of the Musconetcong Sewerage Authority". Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The report will also state that the report is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Musconetcong Sewerage Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

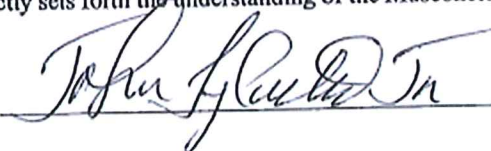
Wielkott & Company, LLC

WIELKOTT & COMPANY, LLC
Pompton Lakes, New Jersey



RESPONSE:

This letter correctly sets forth the understanding of the Musconetcong Sewerage Authority:

Approved by: 

Title: Vice chairman

Date: 2.23.2023



RESOLUTION NO. 23-16

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL RISK MANAGEMENT SERVICES TO
PROFESSIONAL INSURANCE ASSOCIATES FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional risk management services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, Professional Insurance Associates ("PIA") has submitted a proposal dated 2/28/2023 to provide these services; and

WHEREAS PIA has experience in providing professional risk management services to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage PIA; and

WHEREAS, PIA has completed and submitted a Business Entity Disclosure Certification which certifies that PIA has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit PIA from making any reportable contributions through the term of the contract, and

WHEREAS, PIA has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional risk management services to Professional Insurance Associates for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Ratner, Chairman


Dated: February 23, 2023

RESOLUTION NO. 23-17

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL LEGAL SERVICES AS BOND COUNSEL
TO HAWKINS DELAFIELD & WOOD, LLP FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional legal services as bond counsel for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, Hawkins Delafield & Wood, LLP ("Hawkins") has submitted a proposal dated February 2, 2023 to provide these services; and

WHEREAS Hawkins has experience in providing professional legal services as bond counsel to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage Hawkins; and

WHEREAS, Hawkins has completed and submitted a Business Entity Disclosure Certification which certifies that Hawkins has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit Hawkins from making any reportable contributions through the term of the contract, and

WHEREAS, Hawkins has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional legal services as bond counsel to Hawkins Delafield & Wood, LLP for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Rattner, Chairman
JACK LYNNESTER

Dated: February 23, 2023

RESOLUTION NO. 23-18

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL SPECIAL LEGAL SERVICES TO CLEARY
GIACOBBE ALFIERI & JACOBS, LLC FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional special legal services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, Cleary Giacobbe Alfieri Jacobs, LLC ("Cleary") has submitted a proposal dated February 1, 2023 to provide these services; and

WHEREAS Cleary has experience in providing professional special legal services as labor counsel to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage Cleary; and

WHEREAS, Cleary has completed and submitted a Business Entity Disclosure Certification which certifies that Cleary has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit Cleary from making any reportable contributions through the term of the contract, and

WHEREAS, Cleary has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional special legal services to Cleary Giacobbe Alfieri & Jacobs, LLC for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Ratner, Chairman
Jack Sylvester

Dated: February 23, 2023

AGREEMENT

THIS AGREEMENT, made this day of February, 2023 by and between:

THE MUSCONETCONG SEWERAGE AUTHORITY
a municipal corporation of the State of New Jersey,
with offices located at 110 Continental Drive,
Mount Olive, New Jersey

(hereinafter "Authority")

and

CLEARY GIACOBBE ALFIERI JACOBS LLC
169 Ramapo Valley Road, UL 105
Oakland, NJ 07436

(hereinafter "Attorney" or "Firm")

WITNESSETH:

WHEREAS, the Authority wishes to retain an Attorney for the purpose of providing special labor counsel legal services for the Authority; and

WHEREAS, N.J.S.A. 40a:11-1, *et seq.*, requires that all contracts be in writing; and

WHEREAS, the Authority has agreed to retain CLEARY GIACOBBE ALFIERI JACOBS, LLC (the "Firm") to provide said general legal services to the Authority.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto agree as follows:


1. The Authority hereby agrees to retain the Firm to provide special labor counsel legal services for the Authority.
2. The Firm shall be paid pursuant to the hourly rate schedule attached to the Proposal which is attached hereto as Exhibit "A". The Firm shall submit a detailed bill describing the work performed, the time associated with performing the task and the person performing said work. Payment shall be made monthly upon submission of vouchers to be provided by the Authority. In no event shall the total compensation to

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5. During the term of this Agreement, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth therein.
6. The term of this Agreement shall be for one (1) year terminating on February 23, 2024
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators and assigns.
8. This Agreement may not be assigned by the Firm without the prior written consent of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized proper officers and their proper seals affixed hereto the date and year first above written.


ATTEST:


Joseph Schwab, Secretary-Treasurer

AUTHORITY:
Musconetcong Sewerage Authority


Steven Rattner, Chairman

Jack Sylvester

ATTORNEY:
Cleary Giacobbe Alfieri Jacobs LLC


John Napolitano
PARTNER

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EXHIBIT A

be paid by the Authority, including expenses, exceed Five Thousand (\$5,000) Dollars per year for work associated with the Authority, unless the Authority, by Resolution, specifically authorizes such additional compensation.

3. The Attorney shall furnish the Authority with a Certificate of Insurance which shall clearly show that policies with at least the following limits of liability are in effect:

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile: \$1,000,000 combined single limit;
Worker's Compensation: Statutory coverage; and
Professional Liability Insurance: \$1,000,000.00

4. This Agreement has been awarded to the Firm based on their merits and abilities of to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44-A-20.4 *et seq.* As such, the undersigned does hereby attest that the Firm, its subsidiaries, assigns or principals controlling in excess of ten (10%) percent of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44a-8 OR 19:44a-16, in the one (1) year period proceeding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any political party committee representing the elected officials of the Authority, THE BOROUGH OF HOPATCONG, THE BOROUGH OF MOUNT ARLINGTON, THE TOWNSHIP OF MOUNT OLIVE, THE BOROUGH OF NETCONG, THE TOWNSHIP OF ROXBURY, THE TOWNSHIP OF BYRAM, AND THE BOROUGH OF STANHOPE, as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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RESOLUTION NO. 23-19

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
TO PAULUS SOKOLOWSKI & SARTOR, LLC ("PS&S") FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional consulting engineering services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, Paulus, Sokolowski & Sartor, LLC ("PS&S") has submitted a proposal dated February 9, 2023 to provide these services; and

WHEREAS PS&S has experience in providing consulting engineering services to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage PS&S; and

WHEREAS, PS&S has completed and submitted a Business Entity Disclosure Certification which certifies that PS&S has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit PS&S from making any reportable contributions through the term of the contract, and

WHEREAS, PS&S has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional engineering services to PS&S for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Ratner, Chairman
Jack Sylvestre

Dated: February 23, 2023

RESOLUTION NO. 23-20

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING
SERVICES TO T.O. NAJARIAN ASSOCIATES, INC. FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional environmental consulting services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, T.O. Najarian Associates, Inc. ("Najarian") has submitted a proposal dated February 6, 2023 to provide these services; and

WHEREAS Najarian has experience in providing professional environmental consulting services to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage Najarian; and

WHEREAS, Najarian has completed and submitted a Business Entity Disclosure Certification which certifies that Najarian has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit Najarian from making any reportable contributions through the term of the contract, and

WHEREAS, Najarian has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional environmental consulting services to Najarian Associates, Inc. for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Rattner, Chairman

Jack Sylvester

Dated: February 23, 2023

RESOLUTION NO. 23-21

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL LEGAL SERVICES TO THE LAW
OFFICES OF PATRICK J. DWYER, LLC FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional legal services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, the Law Offices of Patrick J. Dwyer, LLC has submitted a proposal to provide these services; and

WHEREAS Patrick J. Dwyer, Esq. has experience in providing professional legal services to the MSA and the MSA has benefitted from those services and deems it in MSA's best interests to continue to engage Patrick J. Dwyer, Esq.; and

WHEREAS, Patrick J. Dwyer, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that the Law Offices of Patrick J. Dwyer, LLC has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit the Law Offices of Patrick J. Dwyer, LLC from making any reportable contributions through the term of the contract, and

WHEREAS, the Law Offices of Patrick J. Dwyer, LLC has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for professional legal services to the Law Offices of Patrick J. Dwyer, LLC for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

ATTEST:

Musconetcong Sewerage Authority


Joseph Schwab, Secretary-Treasurer


Steven Rattner, Chairman
Jack Sylvester

Dated: February 23, 2023

AGREEMENT

THIS AGREEMENT, made this day of February, 2023 by and between:

THE MUSCONETCONG SEWERAGE AUTHORITY
a municipal corporation of the State of New Jersey,
with offices located at 110 Continental Drive,
Mount Olive, New Jersey

(hereinafter "Authority")

and

LAW OFFICES OF PATRICK J. DWYER, LLC
66 Sunset Strip, Suite 205
Succasunna, NJ 07876

(hereinafter "Attorney")

WITNESSETH:

WHEREAS, the Authority wishes to retain an Attorney for the purpose of providing general legal services for the Authority; and

WHEREAS, N.J.S.A. 40a:11-1, *et seq.*, requires that all contracts be in writing; and

WHEREAS, the Authority has agreed to retain Law Offices of Patrick J. Dwyer, LLC to provide said general legal services to the Authority.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Authority hereby agrees to retain Law Offices of Patrick J. Dwyer, LLC to provide general legal services for the Authority.
2. The Attorney shall be paid pursuant to the hourly rate schedule attached to the Attorney's Proposal which is attached hereto as Exhibit "A". The Attorney shall submit a detailed bill describing the work performed, the time associated with performing the task and the person performing said work. Payment shall be made monthly upon submission of vouchers to be provided by the Authority. In no event shall the total

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compensation to be paid by the Authority, including expenses, exceed Twenty-Five Thousand (\$25,000) Dollars per year for work associated with the Authority, unless the Authority, by Resolution, specifically authorizes such additional compensation.

3. The Attorney shall furnish the Authority with a Certificate of Insurance which shall clearly show that policies with at least the following limits of liability are in effect:

General Liability:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile:	\$1,000,000 combined single limit;
Worker's Compensation:	Statutory coverage; and
Professional Liability Insurance:	\$1,000,000.00

4. This Agreement has been awarded to Law Offices of Patrick J. Dwyer, LLC based on their merits and abilities of the Attorney to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44-A-20.4 *et seq.* As such, the undersigned does hereby attest that the Law Offices of Patrick J. Dwyer, LLC its subsidiaries, assigns or principals controlling in excess of ten (10%) percent of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44a-8 OR 19:44a-16, in the one (1) year period proceeding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any political party committee representing the elected officials of the Authority, THE BOROUGH OF HOPATCONG, THE BOROUGH OF MOUNT ARLINGTON, THE TOWNSHIP OF MOUNT OLIVE, THE BOROUGH OF NETCONG, THE TOWNSHIP OF ROXBURY, THE TOWNSHIP OF BYRAM, and THE BOROUGH OF STANHOPE, as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

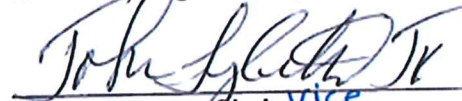
5. During the term of this Agreement, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth therein.
6. The term of this Agreement shall be for one (1) year terminating on January 31, 2024.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators and assigns.
8. This Agreement may not be assigned by the Attorney without the prior written consent of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized proper officers and their proper seals affixed hereto the date and year first above written.

ATTEST:


Joseph Schwab, Secretary-Treasurer

AUTHORITY:
Musconetcong Sewerage Authority


~~Steven Rattner, Chairman~~ *vice*
Jack Sylvester

ATTORNEY:
Law Offices of Patrick J. Dwyer, LLC


Patrick J. Dwyer, Esq.

RESOLUTION NO. 23-22

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING
SERVICES TO ONE WATER CONSULTING, LLC FOR 2023

WHEREAS, the Musconetcong Sewerage Authority has a need for professional environmental consulting services for 2023 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Qualified Purchasing Agent and the Director have determined and certified in writing that the value of the services will exceed \$17,500; and,

WHEREAS, One Water Consulting, LLC ("OWC") has submitted a proposal dated February 13, 2023 to provide these services; and

WHEREAS OWC has experience in providing specialized environmental consulting services for wastewater treatment facilities and MSA desires to benefit from OWC's experience; and

WHEREAS, OWC has completed and submitted a Business Entity Disclosure Certification which certifies that OWC has not made any reportable contributions to a political or candidate committee to the Musconetcong Sewerage Authority or its member municipalities in the previous one year, and that the contract will prohibit OWC from making any reportable contributions through the term of the contract, and

WHEREAS, OWC has provided a billing rate for its services as set forth in its Proposal; and

WHEREAS, the Treasurer has certified that funds are available in the budget;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Musconetcong Sewerage Authority award a contract for specialized professional environmental consulting services to OWC for 2023 as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

BE IT FURTHER RESOLVED that the MSA shall publish in its official newspaper a legal advertisement of this award as required by N.J.S.A. 40A-11.5.

Musconetcong Sewerage Authority

ATTEST:


Joseph Schwab, Secretary-Treasurer


Steven Rattner, Chairman

Dated: February 23, 2023

February 13, 2023

James Schilling
Executive Director
Musconetcong Sewerage Authority
110 Continental Drive
Budd Lake, NJ 07828

RE: PROPOSAL FOR 2023 WASTEWATER CONSULTING SERVICES

Dear Mr. Schilling:

As you requested, I have prepared this proposal for One Water Consulting LLC ("One Water") to assist the Musconetcong Sewerage Authority (MSA) as a Consulting Engineer. I am thrilled to add a new client and hope that we have a very long working relationship. As I mentioned to you, I have worked for most of my clients for over 30 years, but it is always great to have new additions.

QUALIFICATIONS

One Water provides state-of-the-art environmental consulting services to a variety of clients in both the private and public sectors. The experience and expertise of the professional staff at One Water allow us to identify client needs, provide advice and guidance to navigate through a complex web of laws and regulations, and craft intelligent solutions to difficult problems. Our services go beyond strict scientific and engineering analysis of environmental problems. We help clients with planning, strategy, and technical counsel.

I am One Water's founding Principal and am very well known for my work in the NJPDES permitting support and industrial pretreatment arenas. We are in continuous communication with NJDEP on such issues, working with permit holders throughout the state who consider us experts in our field. In addition, I have completed more instream water quality modeling studies to understand the impact of permittee discharges than any other group in New Jersey. In fact, I completed the Passaic River, Raritan River, and Rancocas Creek Basin TMDL Studies under a contract with the New Jersey EcoComplex with funding from NJDEP. I have also been quite active in addressing Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in wastewater influent, effluent, receiving streams, and residuals with clients and NJDEP over the last few years.

SCOPE OF WORK

One Water will assist MSA on an on-call basis with NJPDES permit and industrial pretreatment matters. We are aware that MSA has been approached by water treatment plants who are treating groundwater for PFAS chemicals and wish to discharge wastewater to MSA. Given that NJDEP will soon formally propose surface water quality standards for PFAS, it is in MSA's best interest to carefully evaluate proposed discharges that may contain PFAS. Once surface water quality standards are proposed, NJDEP will be required to set effluent limits for any discharge that has a potential to violate the new standards; therefore, it is in MSA's best interest to be sure that its effluent does not contain high levels of PFAS now (prior to effluent limit calculations by NJDEP).

101 Poor Farm Road, 2nd Floor, Princeton, NJ 08540 p | 609-808-2022

101 Poor Farm Road, 2nd Floor, Princeton, NJ 08540 p | 609-808-2022

One Water 2023 Proposal

Page 2 of 2

January 13, 2023

BUDGET

All work completed by One Water would be billed on a time-plus-expenses basis in accordance with the attached hourly billing rates and Professional Services Agreement. Based on our present understanding of your needs, I propose to set an annual budget of \$15,000, which would not be exceeded without your prior authorization.

We greatly appreciate this opportunity to serve MSA. As requested, I have enclosed the following completed forms: Political Contribution Disclosure Form, Statement of Ownership Disclosure, Certification of Non-Debarment for Federal Government Contracts, and Certification for Prohibited Activities in Russia and Belarus & Investment Activities in Iran. I have also enclosed our Business Registration Certificate and W-9 Form. Please do not hesitate to contact me with any questions. I can be reached via telephone at 609-808-2010 or via email at JCosgrove@OneWaterNJ.com.

Sincerely,



James F. Cosgrove, Jr., P.E.
Principal

Enclosure

HOURLY BILLING RATES

Category	Rate
James F. Cosgrove, Jr., P.E., Principal	\$295
Brian J. Friedlich, P.E., Managing Engineer	\$235
Joseph W. Schwarz, P.E., Senior Project Engineer	\$155
Project Engineer	\$130 - \$150
Senior Staff Engineer	\$120 - \$125
Staff Engineer	\$105 - \$115
Technical / Project Assistant	\$ 90 - \$105

Billing rates are subject to increase during each year. Project related expenses including travel, rental vehicles and equipment, computer charges, safety equipment, disposal of waste materials, telephone charges, messenger and delivery charges, printing, and expendable supplies acquired specifically for the project will be billed at cost. Use of One Water owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by One Water specifically for the project and on behalf of the client will be billed at cost plus ten percent.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on: _____ between the Musconetcong Sewerage Authority ("MSA" or "Client") and One Water Consulting LLC ("One Water" or "OWC"). Client hereby appoints One Water to provide certain Services (as defined below), and One Water hereby agrees to perform the Services, on the following terms and conditions:

1. SCOPE OF SERVICES

Client engages One Water to provide, and One Water agrees to provide, the professional services as set forth in One Water's Proposal dated February 13, 2023 (Proposal), and as follows (collectively the Services):

One Water will assist the MSA with NJPDES permit and PFAS related issues.

2. SCHEDULE AND PAYMENT

One Water shall perform the Services, and Client shall pay One Water, in accordance with the schedule and payment basis set forth in the Proposal, and as follows:

Work to be invoiced on a time-plus-expenses basis with monthly statements provided to client.

3. GENERAL CONDITIONS AND ADDENDA

Client and One Water have read, understand and agree to this Agreement, the General Conditions, the Indemnity and Limitation of Liability provisions located on Page 2, and all Proposal, Fee Schedule and addenda identified herein.


This Agreement includes the terms herein, General Conditions and any Proposal, Fee Schedule and addenda identified herein, which taken together apply to all services undertaken pursuant to this Agreement, represent the parties' entire agreement of and supersedes all agreements on the same subjects between the parties, either oral or in writing, including any Client work or purchase order.

This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of such state and waive any right to object to any proceedings being brought in those courts. The parties hereby expressly waive any and all rights to trial by jury.

EXECUTED by the parties as of the date first written above:

CLIENT:

ONE WATER CONSULTING LLC:

By: 
Printed Name: James Schilling

By: 
Printed Name: James F. Cosgrove, Jr., P.E.

Title: Executive Director
3/26/23

Title: Principal

PROFESSIONAL SERVICES AGREEMENT – GENERAL CONDITIONS

1. Standard of Care. OWC will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of OWC's profession practicing in the same locality, under similar conditions and at the date the Services are provided. OWC makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided under or pursuant to this Agreement.
2. Insurance. OWC will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by OWC hereunder.
3. Pricing and Payment. The hourly rates charged for OWC's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. OWC reserves the right to periodically adjust its fee schedule. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1 1/4 % per month from the date of invoice and suspension by OWC of all Services.
4. Prevailing Wages. It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to defend, indemnify and hold harmless Consultant from and against all liabilities, losses, claims, costs and damages (including reasonable costs and attorneys fees), resulting from a determination that the Project was covered under prevailing wage regulations.
5. Termination. Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay OWC for such portion of the Services performed and materials provided up to the date of termination.
6. Performance. OWC will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. OWC will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that OWC will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. OWC will only sign certifications relating to the Services if OWC agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. OWC will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.
7. Client Responsibilities. Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with OWC. OWC is entitled to rely upon the accuracy and completeness of all information given by Client Parties.
8. Indemnity; Limitation of Liability. Client will defend, indemnify and hold harmless OWC, its managers and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by OWC (collectively, "Claims"), that arise from performance of the Services or from OWC's acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or willful misconduct of OWC. The maximum aggregate liability of OWC in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to OWC for the Services hereunder or \$50,000, and Client hereby releases OWC from any liability above such amount. As used in this clause 8, "OWC" includes OWC, its subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either OWC or Client or for which either may be liable to a third party.
9. Reliance. The documents provided by OWC to Client under this Agreement may be based on information obtained from sources outside OWC's control. Other than the application of prudent professional care in their evaluation, OWC does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of OWC for the specific purposes intended will be at user's sole risk and without liability and legal exposure to OWC.
10. Hazardous Materials; Samples. OWC will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.
11. Amendments, Changes, Assignment, Waiver, Compliance. This Agreement represents the entire agreement of the parties and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and OWC shall abide by 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Covered contractors and subcontractors shall take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.