

## AGREEMENT

THIS AGREEMENT, made this **14<sup>th</sup> day of December, 2023** by and between:

**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**, with offices at R.D. #1, 99 Greenbank Road, Boonton, New Jersey, 07005 (hereinafter “RVRSA” or “the Authority”); and

**MOTT MACDONALD, LLC.** with offices at 111 Wood Avenue South, Iselin, New Jersey, 08830-4112 (hereinafter “ENGINEER”);

## WITNESSETH:

WHEREAS, RVRSA desires to retain ENGINEER to provide professional engineering services; and

WHEREAS, the RVRSA has agreed to retain ENGINEER and has adopted a Resolution in accordance with the requirements of the Local Public Contracts Law; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that all contracts for professional services be in writing.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein contained, the RVRSA agrees to retain ENGINEER for the above referenced purpose effective **January 1, 2024 through December 31, 2024**. The RVRSA and/or the ENGINEER agree to the following:

### SECTION 1 – SCOPE OF SERVICE

(a) ENGINEER shall provide General Consulting Engineering Services, as requested by RVRSA.

### SECTION 2 – ADDITIONAL SERVICES OF ENGINEER

General – Only if authorized in writing by AUTHORITY and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by AUTHORITY in accordance with the “Qualifications Statement and Proposal for On Call Engineering Services”, (hereinafter “Proposal”), dated December 8, 2023, attached hereto and made a part hereof.

### SECTION 3 - PAYMENTS TO ENGINEER

- (a) ENGINEER shall be compensated for its services in accordance with the "Proposal" attached hereto and made a part hereof.
- (b) ENGINEER shall submit statements for General Consulting Engineering Services rendered and for reimbursable Expenses, as set forth in the "Proposal." ENGINEER will include detailed time accounting, including the identity of the employee performing the service and a description of the work performed and time devoted to that activity, for Services and Expenses.
- (c) Payment is due 60 days from the date of the invoice, unless AUTHORITY disputes the invoice submitted by ENGINEER within 30 days, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid within 60 days of AUTHORITY'S receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.
- (d) Reimbursable Expenses mean those expenses listed in the "Proposal" and incurred directly in connection with the provision of services to the AUTHORITY.

### SECTION 4 - GENERAL PROVISIONS

- (a) Termination. Either the AUTHORITY or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the AUTHORITY, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.
- (b) Reuse of Documents. All documents prepared and delivered by ENGINEER pursuant to this Agreement shall be the property of the AUTHORITY.
- (c) Project Records. As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, signed and sealed documents, unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media or other items generated or obtained for the Project by ENGINEER.
- (d) Records which are instruments of service deliverable under this Agreement shall become the property of the AUTHORITY. Originals of Records shall remain in the possession of the AUTHORITY. The AUTHORITY shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Political Contribution Disclosure. This contract has been awarded to the ENGINEER based on the merits and abilities of the ENGINEER to provide the goods or services as described herein. This contract was awarded in compliance with N.J.S.A. 19:44A-20.4 et seq.

(f) The ENGINEER is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, s.3) if the ENGINEER receives contracts in excess of \$50,000.00 from public entities in a calendar year. It is the ENGINEER's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

(g) During the performance of this contract, the ENGINEER agrees to the following Mandatory Equal Employment Opportunity Language in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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 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.

(h) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract.

(i) Prior to the execution of this contract, the ENGINEER shall submit to the RVRSA the following documents:

- a. Photocopy of a Certificate of Employee Information Report approval, or its equivalent in accordance with N.J.A.C. 17:27-4.
- b. New Jersey Business Registration Certificate.
- c. Business Entity Disclosure Certification.
- d. Confirmation of Professional Liability Insurance.
- e. Business Entity Annual Statement – Disclosing all reportable contributions, and NJ ELEC Confirmation of Filing of the Statement. If the ENGINEER is not required by law to file a Business Entity Annual Statement, then the ENGINEER shall provide a written certification so indicating.

(j) Governing Law. This Agreement is to be governed by the laws of the State of New Jersey.



(k) Successors and Assigns. AUTHORITY and ENGINEER each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Neither AUTHORITY nor ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. The AUTHORITY shall have the right to approve of subcontractors that may assist the ENGINEER in the performance of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than AUTHORITY and ENGINEER.

(l) Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of this Agreement. Modifications, waivers, or amendments to this Agreement (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and the ENGINEER after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

(m) Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the ENGINEER shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

## SECTION 5 - INSURANCE

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall name Rockaway Valley Regional Sewerage Authority as an additional insured and provide for advance notice to the AUTHORITY of any subsequent modification or cancellation of the coverages:

- A. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- B. Commercial General Liability Insurance with \$1,000,000.00 per occurrence and an aggregate annual limit of \$2,000,000.00.
- C. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.00.

D. Professional Liability Insurance with aggregate annual limits of \$2,000,000.00.

E. Umbrella Policy Coverage with aggregate limits of \$1,000,000.00.

#### SECTION 6 – INDEMNIFICATION AND WAIVER

(a) The ENGINEER shall indemnify and hold the AUTHORITY harmless against any liability, claims, or costs arising out of any claim arising out of the negligent performance of his/her duties hereunder. The ENGINEER does hereby waive any and all claims against the AUTHORITY for special, indirect, or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability.

(b) The AUTHORITY does hereby waive any and all claims against ENGINEER for special, indirect, or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability.

#### SECTION 7 – DISPUTE RESOLUTION

The RVRSA and ENGINEER agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to non-binding mediation. Should mediation terminate by execution of a settlement agreement by the parties, such agreement shall be enforceable, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. An award rendered by the mediator shall be non-binding on the parties and any party may then file litigation against the other in a court of competent jurisdiction. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, then any party may file litigation against the other in a court of competent jurisdiction. All costs of mediation (exclusive of attorney fees) shall be equally born by both parties.

#### SECTION 8 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between AUTHORITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by the terms of a mutually agreed written instrument.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be signed as of the date above first set forth.

**ATTEST:**

**Mott MacDonald, LLC**

Christine Jennings

Christine Jennings, Witness

**By:**

Michael A. Polito, Jr.

Michael A. Polito, Jr., Vice President

**ATTEST:**

**ROCKAWAY VALLEY  
REGIONAL SEWERAGE AUTHORITY**

Janice Fox

Janice Fox, Asst. Secretary

**By:**

JoAnn Mondsini

JoAnn Mondsini, Executive Director



Mr. Robert Bocchino, P.E., Manager of  
Engineering  
Rockaway Valley Regional S.A.  
RD#1 Greenbank Road  
Boonton, NJ 07005-9602

**Your Reference**  
2024 Annual Engineering  
Consulting Services

**Our Reference**  
2024 Annual Engineering  
Consulting Services

Mott MacDonald  
111 Wood Avenue South  
Iselin  
NJ 08830-4112  
United States of America

T +1 (800) 832 3272  
mottmac.com

**Solicitation of Proposals for Professional Services 2024 Annual Engineering Consulting Services**

December 8, 2023

Dear Mr. Bocchino:

Thank you again for the opportunity to continue to serve the RVRSA and its team in the coming year in conjunction with the above-referenced solicitation for General Consulting Engineering Services. As you have indicated our services are requested for an annual period commencing on January 1, 2024 through December 31, 2024. As discussed, the intent of the service offering is to have the ability to provide task-oriented consulting and services throughout the coming year of a generally on-call nature. Accordingly, you have set aside an anticipated budget of \$80,000 for such services.

In discussion with you, it is recognized that for the coming year, most of our effort will be focused on updates to the User Charge System and our monthly services to review RVRSA system wide flow data from the Mission System for anomalies and trending throughout the year. It is our understanding that other broader general services are not defined or planned at this time but the intent is to establish this contract to initiate the foregoing and evaluate if other general consultation and services are needed as the year progresses.

It is on that basis that we propose the following scope of services for this year with services commencing January 1, 2024:

**UCS Updates**

- Review of member towns that currently have customers in unmetered areas of their service area where water consumption data is used to develop and EU count- Mott MacDonald in years 2021 and 2022 has recommended that RVRSA review and if necessary, update the EU counts as the last time there was a review of these EU counts was in 1997. Should these EU's counts be updated they would impact Appendix A-1 and Schedule A of the UCS.
- We are not aware of any other open need to update the UCS but we would be prepared to do so upon request and provide a detailed scope and budget to



complete the work. We recommend identifying the need for UCS update by August 2024 to allow for time for the RVRSA water year to close in September 2024 and move towards completion of an update before a November RVRSA board hearing date.

### **Meter Data Review**

As you are aware, the process to prepare RVRSA's meter data used for its user charge system has been solidified this year based upon a monthly review with the RVRSA operators on flow and precipitation data and then the preparation of an annual report (System Flow Meter Data Review & UCS Formula Calculation) to report on the RVRSA water year's data as follows:

- Review of System Raw Flow Data → Process to capture and review raw data
- Procedure for Correcting Missing Data → What to do when data intervals are missing
- Review of Precipitation Data → General Impact to RVRSA flows
- System Observations → Flow trends, metering issues
- Application of the User Charge Formulas → Presentation of the Computations
- Future UCS Formula Changes & Updates → Implications and considerations of system changes

We commence with review in January at the start of the new consulting year to review the 4<sup>th</sup> quarter of the prior year's data and continue throughout the year with monthly reviews and reporting on the data reviewed. The final report is prepared in November after the conclusion of the RVRSA water year.

As discussed, we will commence with this year's review using our internal digital solutions platform (Moata Smartwater) to automate the review and data correction for RVRSA flow meter data and generate the templates of the report as specified by the RVRSA team. In addition, we will embed the UCS formula computation so that we can provide an early analysis of flow trends on the user charge system and also prepare an electronic form for the operators to place their data review comments so that their observations are recorded and considered when correcting the data. While we will be able to continue to provide spreadsheet-based data for RVRSA's records as a deliverable, we will also offer access to our platform for RVRSA to review and interact with the platform. Once we are ready to commence with our work in January, we will prepare a more detailed scope of work and timetable to initially set up the solution and confirm it meets RVRSA's goals for data review.

### **Agreement Terms**

Given the above, our recommendation is that the total available budget of \$80,000 be set aside for focus on the metering and UCS updates noted above. Should other general tasks outside of these services be requested and/or the aforementioned services are requested to be expanded, we would provide you a proposal at that time that would identify a specific scope and budget amount for the service requested and work would not proceed until authorized by RVRSA until a contract amendment is processed and authorization by RVRSA is received to proceed. We understand that costs above the approved contract amount or task amount will not be paid without prior authorization. As such, we will not conduct work without prior authorization in writing. We request an email advising us to proceed recognizing that a formal contract amendment or authorization would come at a later date.

For the above items, we propose that all our work be performed on a time and materials basis in accordance with the attached rate table in effect for the consulting year. We acknowledge the following:

- Invoices are to be e-mailed to you monthly.
- In order for invoices to be paid at the next board meeting, invoices must be submitted by the 25th of each month.
- Along with the invoice, a description of the work done by each person and the corresponding hours.
- Work described as "billing, invoicing" or similar thereto will not be paid
- When a contract or subtask reaches 75% of budget (\$60,000), we will e-mail to you as you have prescribed in your request letter regarding status, completion and budgetary needs. Overall, we recommend a check-in call monthly, to see how the budget is proceeding along with task completion but also to identify if new service needs are on the horizon. Also, we will take the opportunity to review invoicing.

- Issues relative to AR/AP should first be addressed with you. Our AR contact is Patricia Ventura [patricia.ventura@mottmac.com](mailto:patricia.ventura@mottmac.com)

### Mott MacDonald Personnel

These and all services to RVRSA will continue to be led by Nancy C. Wohlleb, PE, CME Env SP, Vice-President. Both our local NJ water resources team as well as our global solutions team stand ready to support her to deliver solutions to you.

Our proposed rate table is attached along with the completed Business Entity Disclosure Form and other requested forms.

### Disclosure

As indicated in prior years, Mott MacDonald does perform work for the Jersey City MUA. If a conflict arises between work performed by Mott MacDonald for Jersey City MUA and work performed by Mott MacDonald for RVRSA, then we will recuse ourselves from the resolution of conflicts.

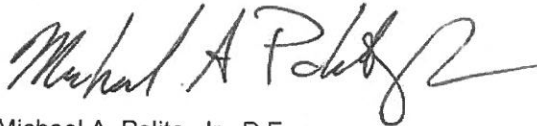
If you have any questions or need additional information, do not hesitate to contact me. We thank you for the opportunity to serve the RVRSA again and look forward to a productive consulting year.

Very truly yours,

Mott MacDonald



Nancy C. Wohlleb, P.E., C.M.E., Env Sp  
Vice-President  
973.912.2616  
[nancy.wohlleb@mottmac.com](mailto:nancy.wohlleb@mottmac.com)



Michael A. Polito, Jr., P.E.  
Vice-President, Portfolio Manager  
732.333.3287  
[michael.polito@mottmac.com](mailto:michael.polito@mottmac.com)

cc JoAnn Mondsini  
Peter Kocsik

RVRSA  
Mott MacDonald

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **Mott MacDonald, LLC** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2024 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Rockaway Valley Regional Sewerage Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

SEE ATTACHED LIST	

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☒ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SEE ATTACHED OWNERSHIP DISCLOSURE STATEMENT	

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **Mott MacDonald, LLC**

Signature of Affiant: Michael A. Polito Title: Vice President

Printed Name of Affiant: Michael A. Polito, Jr. Date: December 8, 2023

Subscribed and sworn before me this 8<sup>th</sup> day of December, 2023

My Commission expires:

Karen Marcotullio

Anthony S. Williams  
(Witnessed or attested by)

Assistant Secretary  
(Seal)

**KAREN MARCOTULLIO**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires Oct. 24, 2025

**MOTT MACDONALD, LLC**

**STATEMENT OF OWNERSHIP**

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Mott MacDonald, LLC, a Delaware limited liability company, is a wholly-owned subsidiary of Mott MacDonald Group, Inc., a Delaware corporation headquartered in Iselin, New Jersey. Mott MacDonald Group, Inc. is 100% owned by Mott MacDonald International Limited, a corporation organized under the laws of England and Wales. Mott MacDonald International Limited is 100% owned by Mott MacDonald Group Limited, a corporation organized under the laws of England and Wales.

No individual shareholder owns more than 10% of Mott MacDonald Group Limited.

**MOTT MACDONALD, LLC**

By: 

Andrew R. Davis  
Assistant Secretary

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



**Attachment to Business Entity Disclosure Certification**  
**For Non-Fair and Open Contracts**

**For**

**Rockaway Valley Regional Sewerage Authority**  
**2023-2024 List of Elected Officials pursuant to N.J.S.A. 19:44A-20.8**  
**Newly Elected in *\*Bold***

**Town of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board of Aldermen:

**\*Jim Lynch, Mayor Elect**

Richard Corcoran, Mayor – Term expires 12/31/23.

Joseph Bock – Term expires 12/31/23.

John Meehan – Term expires 12/31/23.

Edina Renfro-Michel – Term expires 12/31/23.

Michael Wade – Term expires 12/31/23.

Daniel Balan – Term expires 12/31/24.

Marie Devenezia – Term expires 12/31/24.

Benjamin Weisman – Term expires 12/31/24.

Cyril Wekilsky – Term expires 12/31/24.

**\*John P. Meehan**

**\*Jacob W. Hettrich**

**\*Robert J. Murray**

**\*Alexis Minson**

**Township of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

Brian Honan, Mayor - Term expires 12/31/23. **(Committee to select Mayor in Jan. 2024)**

**\*Thomas Donadio** – Term expires 12/31/23 **Re-elected.**

**\*Brian Honan** – Term expires 12/31/23 – **Re-elected.**

Thomas Sanfilippo, Jr. – Term expires 12/31/24.

Paul Allieri – Term expires – 12/31/25.

William Klingener – Term expires 12/31/25.

**Township of Denville**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas W. Andes, Mayor-** Term expires 12/31/23. **Re-elected**

John Murphy - Term expires 12/31/23.

Harry Fahrner – Term expires 12/31/23.

Gary Borowiec – Term expires 12/31/25.

Glenn R. Buie – Term expires 12/31/25.

Christina Kovacs – Term expires 12/31/25.

Christopher P. Golinski – Term expires 12/31/25.

**\*Angela-Maria Cote** - Term expires 12/31/23. **Re-elected**

**\*Louis Maffei**

**\*Robert Simpson**

### **Town of Dover**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board Aldermen:

**\*James P. Dodd, Mayor Elect**

Carolyn Blackman, Mayor – Term expires 12/31/23.

Jessica Cruz – Term expires 12/31/23.

Judith Rugg – Term expires 12/31/23.

**Arturo Santana** - Term expires 12/31/23. **Re-elected**

**Michael Scarneo** - Term expires 12/31/23. **Re-elected**

Karol Ruiz - Term expires 12/31/24.

Sandra Milena Wittner - Term expires 12/31/24.

Geovani Estacio - Term expires 12/31/24.

Marcos Tapia – Term expires 12/31/24.

**\*Sergio Rodriguez**

**\*Claudia P. Toro**

### **Township of Randolph**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Lou Nisivoccia, Mayor – Term expires 12/31/23. (New Mayor to be selected by Council in Jan. 2024)

Christine Carey, Deputy Mayor – Term expires 12/31/24.

Joseph Hathaway - Term expires 12/31/24.

Joanne Veech - Term expires 12/31/24.

Helene Elbaum - Term expires 12/31/26.

Mark Forstenhausler - Term expires 12/31/26.

Lou Nisivoccia - Term expires 12/31/26.

Marie Potter - Term expires 12/31/26.

### **Borough of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas Mulligan, Mayor** - Term expires 12/31/23 – Re-Elected

**\*Melissa Burnside** - Term expires 12/31/23 – Re-Elected

Robert Smith - Term expires 12/31/25.

Thomas J. Haynes, III - Term expires 12/31/24.

James R. Hurley - Term expires 12/31/24.

Thomas Slockbower - Term expires 12/31/25.

**\*Patrick McDonald** Term expires 12/31/23 – Re-Elected

### **Township of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

- \***Joseph Jackson, Mayor** – Term expires 12/31/23 – Re-Elected
- \***Pawel Wojtowicz** – Term expires 12/31/23 – Re-Elected
- \***Adam Salberg** – Term expires 12/31/23 – Re-Elected
- \***Howard Kritz** – Term expires 12/31/23 – Re-Elected
- Douglas Brookes - Term expires 12/31/25.
- Rachel Brookes - Term expires 12/31/25.
- Emanuel Friedlander - Term expires 12/31/25.
- Mary Noon - Term expires 12/31/25.
- John J. Quinn - Term expires 12/31/25.
- Jonathan Sackett- Term expires 12/31/25.

### **Borough of Victory Gardens**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

- David Holeman, Jr., Mayor – Term expires 12/31/24.
- \***Stuart Hale** - Term expires 12/31/23 – Re-Elected
- \***Ismael Lorenzo, Sr.** – Term expires 12/31/23 – Re-Elected.
- Ondria Garcia-Montes – Term expires 12/31/24.
- Kendyll Hedgepath - Term expires 12/31/24.
- Vera Cheatham – Term expires 12/31/25.
- James Glass – Term expires 12/31/25.

### **Borough of Wharton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

- William J. Chegwiddden, Mayor – Term expires 12/31/26.
- Vincent Binkoski - Term expires 12/31/23 – Re-Elected.
- Sandra Hayes – Term expires 12/31/23.
- Nicole Wickenheisser – Term expires 12/31/24.
- Thomas Yeager – Term expires 12/31/24.
- Robert Norton – Term expires 12/31/25.
- Paola Vasquez – Term expires 12/31/25.
- \***Ana L. Jones**

**City of Jersey City**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Steven M. Fulop, Mayor  
Joyce Watterman  
Daniel Rivera  
Amy M. DeGise  
Denise Ridley  
Mira Prinz-Arey  
Richard Boggiano  
Yousef J. Saleh  
James Solomon  
Frank E. Gilmore

## 2024 Hourly Rate Table

|                                                                           |                       |
|---------------------------------------------------------------------------|-----------------------|
| Principals / Principal Project Managers / Principal Engineers.....        | \$219.00 to \$290.00  |
| Sr. Project Engineer / Sr. Project Manager /                              |                       |
| Sr. Project Geologist / Sr. Project Scientist.....                        | \$173.00 to \$275.00  |
| Sr. Specialist V / Sr. Designer V .....                                   | \$152.00 to \$213.00  |
| Sr. Inspector IV/V / Sr. Surveyor IV/V .....                              | \$135.00 to \$219.00  |
| Project Engineer / Engineer IV / Project Architect / Architect IV /       |                       |
| Project Manager .....                                                     | \$152.00 to \$241.00  |
| Project Geologist / Geologist IV / Project Scientist / Scientist IV. .... | \$ 124.00 to \$193.00 |
| Engineer II/III / Architect II/III. ....                                  | \$118.00 to \$197.00  |
| Specialist III/IV / Designer III/IV.....                                  | \$ 96.00 to \$171.00  |
| Scientist II/III / Geologist II/III.....                                  | \$ 86.00 to \$140.00  |
| Engineer I / Architect I .....                                            | \$ 89.00 to \$135.00  |
| Scientist I / Geologist I.....                                            | \$ 79.00 to \$103.00  |
| Inspector III / Surveyor III / Specialist I/II .....                      | \$ 84.00 to \$134.00  |
| Assistant Surveyor I/II / Assistant Inspector I/II .....                  | \$ 89.00 to \$103.00  |
| Technicians .....                                                         | \$ 72.00 to \$ 99.00  |
| Administration / Project Support .....                                    | \$ 74.00 to \$137.00  |

\* Hourly rates for special consultations and services in conjunction with litigation are available on request.

### EXPENSES

|                                                        |                             |
|--------------------------------------------------------|-----------------------------|
| Personal Auto / Company Auto .....                     | \$0.655 <sup>1</sup> / mile |
| Company Vans / Company Pick-Up.....                    | \$0.655 <sup>1</sup> / mile |
| Photocopies & Offset Reproduction .....                | Variable                    |
| UPS / Federal Express /Postage /Messenger Service..... | Variable                    |
| Subcontractors (including Contract Laboratory).....    | Direct + 15%                |
| Mobile Devices .....                                   | Variable                    |
| Field Equipment.....                                   | Variable                    |
| Travel / Lodging Per Diem.....                         | As Incurred                 |

<sup>1</sup>per IRS standard mileage rate (rate as of January 1, 2023 is shown – subject to change)

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.