

**BERGEN COUNTY UTILITIES AUTHORITY
MINUTES OF THE REGULAR MEETING
MAY 22, 2014**

**In the matter of the 424th Regular Meeting of
The Bergen County Utilities Authority**

1. The **proof of meeting notice** calling the May 22, 2014 meeting was read into the record by Richard Wierer, Acting Secretary.

2. Roll Call:

COMMISSIONERS PRESENT:

Ronald Phillips, Vice Chairman
Catherine T. Bentz, Commissioner
James L. Cassella, Commissioner
Louis J. DeLisio, Commissioner
Paul A. Juliano, Commissioner
Richard D. Schooler, Commissioner
George P. Zilocchi, Commissioner

ALSO PRESENT: Robert E. Laux, Executive Director
Richard D. Wierer, Deputy Executive Director
Authority Staff and Professional Consultants

3. Vice Chairman Phillips led the Commissioners and others present in the salute to the flag and a moment of silence in honor of Memorial Day.
4. Motion that the Minutes covering the April 23, 2014 Work Session be approved was moved by Commissioner Schooler and seconded by Commissioner Zilocchi and was carried.
5. Vice Chairman Phillips opened the meeting to the public and asked if anyone present wished to be heard. Hearing no further response, the meeting was closed to the public.
6. FINANCE AND LEGAL COMMITTEE;

Resolution 14-1-030 – Approve bills and the claims supported by vouchers totaling \$5,620,457.32 and authorize the Chief Financial Officer to issue the necessary checks therefor, and to charge the accounts indicated, all as more fully set forth on the Chief Financial Officer's check list. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-031 – Resolution of the Bergen County Utilities Authority declaring its official intent to reimburse expenditures for project costs from the proceeds of debt obligations in accordance with Treasury regulations section 150-

2. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-032 – Authorize application to the Local Finance Board pursuant to N.J.S.A. 40A:5A-6 and N.J.S.A. 58:11B-9(a) in connection with a proposed resolution authorizing the financing of certain improvements through the New Jersey Environmental Infrastructure Trust Financing Program. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-033 – Approve Easement modification agreement with Public Service Electric & Gas Company. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

7. CONSTRUCTION & ENGINEERING COMMITTEE:

Resolution 14-2-028 – Award Contract No. 185 – Tank #2 Concrete Pad Improvements to Matina & Son, Inc. Motion to adopt the resolution was made by Commissioner Juliano and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-029 – Authorize Cooperative Purchase Agreement with New Jersey Harbor Dischargers Group and award contract to Great Lakes Environmental Center for Professional Environmental Services. Motion to adopt the resolution was made by Commissioner Juliano and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-030 – Award Contract 14-09 – Electric Generation Supply Services to South Jersey Energy Company. Motion to adopt the resolution was made by Commissioner Juliano and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-031 – Award Contract 96214-14 – Inspection of 4 Sodium Hypochlorite Tanks and 4 Sodium Bisulfite Tanks to Petro Mechanics, Inc. Motion to adopt the resolution was made by Commissioner Juliano and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

BERGEN COUNTY UTILITIES AUTHORITY

Minutes of the Regular Meeting

May 22, 2014

Resolution 14-2-032 – Award Co-op Contract A897A-1 - Removal, Inspection, and Re-Building of Grit Chamber #3 Dorr Oliver Mechanical Sweep to GMH Associates of America, Inc. Motion to adopt the resolution was made by Commissioner Juliano and Seconded by Commissioner DeLisio. A roll call was taken and the resolution was adopted as reflected in these minutes.

8. PERSONNEL & ADMINISTRATION COMMITTEE:

Resolution 14-3-006 – Adoption of revised Personnel Manual to update the Military Leave Policy. Motion to adopt the resolution was made by Commissioner DeLisio and Seconded by Commissioner Juliano. A roll call was taken and the resolution was adopted as reflected in these minutes.

9. Vice Chairman Phillips announced a short recess to allow time for the Acting Secretary to prepare minutes of this Regular Meeting.

10. Vice Chairman Phillips announced the Regular Meeting would reconvene.

11. The Acting Secretary then distributed proposed minutes of the May 22, 2014 Regular Meeting for review by the Commissioners.

12. Move to approve the Minutes of the Regular Meeting of May 22, 2014 as distributed by the Acting Secretary, such minutes to include this motion approving the minutes, without the requirement of further review or approval at a subsequent Regular Meeting. Motion to adopt the Minutes of the Regular Meeting May 22, 2014 was made by Commissioner DeLisio and second by Commissioner Bentz and was unanimously carried.

13. Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Resolution #	14-1-030	14-1-031	14-1-032	14-1-033
Chairman Vaccaro	-	-	-	-
Comm. Phillips	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y
Comm. Cassella	Y	Y	Y	Y
Comm. DeLisio	Y	Y	Y	Y
Comm. Juliano	A	Y	Y	Y
Comm. Lorenzo	-	-	-	-
Comm. Schooler	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y

BERGEN COUNTY UTILITIES AUTHORITY
 Minutes of the Regular Meeting
 May 22, 2014

Resolution #	14-2-028	14-2-029	14-2-030	14-2-031	14-2-032
Chairman Vaccaro	-	-	-	-	-
Comm. Phillips	Y	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y	Y
Comm. Cassella	Y	Y	Y	Y	Y
Comm. DeLisio	Y	Y	Y	Y	Y
Comm. Juliano	Y	Y	Y	Y	Y
Comm. Lorenzo	-	-	-	-	-
Comm. Schooler	Y	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y	Y

Resolution #	14-3-006
Chairman Vaccaro	-
Comm. Phillips	Y
Comm. Bentz	Y
Comm. Cassella	Y
Comm. DeLisio	Y
Comm. Juliano	Y
Comm. Lorenzo	-
Comm. Schooler	Y
Comm. Zilocchi	Y

Y = Yes
 R = Recuse
 A = Abstain
 N = No
 - = Absent

Respectfully submitted,

Richard Wierer
 Acting Secretary

May 22, 2014

**RESOLUTION OF THE BERGEN COUNTY UTILITIES
AUTHORITY DECLARING ITS OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR PROJECT COSTS FROM
THE PROCEEDS OF DEBT OBLIGATIONS IN CONNECTION
WITH ITS PARTICIPATION IN THE SFY 2014-2015 NEW
JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
FINANCING PROGRAM**

WHEREAS, The Bergen County Utilities Authority (the “Borrower”) intends to acquire, construct, renovate and/or install the environmental infrastructure project more fully described in Exhibit A attached hereto (the “Project”);

WHEREAS, the Borrower intends to finance the Project with debt obligations of the Borrower (the “Project Debt Obligations”) but may pay for certain costs of the Project (the “Project Costs”) prior to the issuance of the Project Debt Obligations with funds of the Borrower that are not borrowed funds;

WHEREAS, the Borrower reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), will be issued by the New Jersey Environmental Infrastructure Trust (the “Issuer”) to finance the Project on a long-term basis by making a loan to the Borrower with the proceeds of the Issuer’s obligations (the “Project Bonds”); and

WHEREAS, the Borrower desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower as follows:

Section 1. The Borrower reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of its Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Borrower’s official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Borrower, in accordance with Treasury Regulations §150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Project is \$6,500,000.

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be “capital expenditures” in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an “abusive arbitrage device” under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of “replacement proceeds”, including “sinking funds”, “pledged funds” or funds subject to a “negative pledge” (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a “bona fide debt service fund” (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is “placed in service” (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. This resolution shall take effect immediately.

14-1-031

EXHIBIT A

PROJECT DESCRIPTION

The acquisition of an approximately 1.4 megawatt Combined Heat and Power (“CHP”) cogeneration unit to burn biogas produced from anaerobic digesters, and all work ancillary and necessary therefor.

CERTIFICATE

I, the undersigned Secretary of The Bergen County Utilities Authority, a body corporate and politic of the State of New Jersey, HEREBY CERTIFY that the foregoing resolution is a true copy of an original resolution which was duly adopted by said Authority at a meeting duly called and held on May 22, 2014 and at which a quorum was present and acted throughout, and that said copy has been compared by me with the original resolution recorded in the records of the Authority and that it is a correct transcript thereof and of the whole of said resolution, and that said original resolution has not been altered, amended or repealed but is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of May, 2014.

THE BERGEN COUNTY UTILITIES
AUTHORITY

By: 
Richard Wierer
Acting Secretary

**RESOLUTION OF THE BERGEN COUNTY UTILITIES
AUTHORITY MAKING APPLICATION TO THE LOCAL FINANCE
BOARD PURSUANT TO N.J.S.A. 40A:5A-6 AND N.J.S.A. 58:11B-9(a)**

WHEREAS, The Bergen County Utilities Authority (the “Authority”) desires to make application to the Local Finance Board for its review and findings in connection with a proposed resolution authorizing the financing of certain improvements through the New Jersey Environmental Infrastructure Trust Financing Program;

WHEREAS, the Authority believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units;

NOW THEREFORE, BE IT RESOLVED BY THE BERGEN COUNTY UTILITIES AUTHORITY as follows:

Section 1. The application to the Local Finance Board is hereby approved, and the Authority's Bond Counsel and financial advisor, along with other representatives of the Authority, are hereby authorized to prepare such application and to represent the Authority in matters pertaining thereto.

Section 2. The Secretary of the Authority is hereby directed to prepare and file a copy of the proposed resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings and recommendations as provided by the applicable New Jersey Statute.

14-1-032

Recorded Vote

Commissioners	AYE	NO	ABSTAIN	NOT PRESENT
Andrew Vaccaro				X
Ronald Phillips	X			
Catherine T. Bentz	X			
Louis J. DeLisio	X			
Paul A. Juliano	X			
David J. Lorenzo				X
Richard D. Schooler	X			
George P. Zilocchi	X			

The foregoing is a true copy of a resolution adopted by the governing body of The Bergen County Utilities Authority on May 22, 2014.



Richard Wierer, Acting Secretary

14-1-032

BERGEN COUNTY UTILITIES AUTHORITY RESOLUTION

WHEREAS, on prior occasion, Public Service Electric And Gas Company (“PSE&G”) was granted an Easement Agreement (hereinafter referred to as “the original Easement Agreement”) dated December 7, 1959 from Bergen County Utilities Authority (“BCUA”) which Easement Agreement is recorded in the Bergen County Register’s/Clerk’s Office in Deed Book 4093, Page 298; and

WHEREAS, in addition, the parties entered into an Easement Modification Agreement, dated December 7, 1959, the terms and conditions of which are contained in said original Easement Agreement and First Easement Modification Agreement are incorporated herein by reference as if set forth at length; and

WHEREAS, said original Easement Agreement was and still continues to be for the sole benefit of PSE&G in conducting its electric transmission and distribution businesses; and

WHEREAS, in 2013 PSE&G undertook a Transmission Life Cycle (TLC) project to re-conductor its R-1344 U/G transmission circuit to repair negative effects created by Thermal Mechanical Movement and Thermal Mechanical Bending of the circuit conductors within the pipe and splice casing. The existing circuit conductor was replaced with higher rated larger capacity cable increasing circuit capacity. This project benefits the circuit and electrical supply to nearby stations by reducing circuit failure risk created by Thermal Mechanical Movement and Thermal Mechanical Bending and increases the circuit integrity, reliability, and capacity; and

WHEREAS, during the construction of the TLC project, PSE&G determined that a stop joint installation is beneficial as an environmental and circuit safety measure to protect the Hackensack River, surrounding environment, and the circuit in case the circuit pipe is compromised. The easement is necessary to provide power from the O.H. electric distribution line to the existing transmission easement. The easement measures 20 feet wide and approximately 140 feet long; and

WHEREAS, PSE&G has advised the BCUA that the Additional Underground Easement Area, is necessary and required in order for it to carry on its electric and transmission and distribution businesses; and

WHEREAS, PSE&G has agreed to pay for and in consideration of the proposed easement the sum of fourteen thousand four hundred dollars (\$14,400.00), together with further consideration of certain covenants, promises, and mutual agreements set forth in that certain original Easement Agreement, annexed hereto and made a part hereof; and

WHEREAS, BCUA is willing to grant onto PSE&G the Additional Easement Area herein as reflected herein; and

14-1-033

WHEREAS, N.J.S.A. 40:14B-20 (14) authorizes and permits BCUA to enter into any contracts necessary for the purposes of the authority; and

WHEREAS, the BCUA's Executive Director and Chief Engineer have undertaken requisite due diligence to confirm that the property subject to the easement is not needed for BCUA's use and as such, the easement shall not interfere with or disturb the Authority's operations;

NOW THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority, as follows:

The original Easement Modification Agreement annexed hereto and made a part hereof, shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the BCUA's Chair shall be and is hereby authorized to execute the annexed original Easement Modification Agreement in the space provided for his signature.

BE IT FURTHER RESOLVED that the formal actions of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to N.J.S.A. 40:14B-14(b).

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: May 22, 2014

Record & Return to:

Corporate Properties Dept.
PSEG Services Corporation
80 Park Plaza, T6B
Newark, NJ 07102

Prepared by: Carl Robert Fruehling

**EASEMENT MODIFICATION AGREEMENT
BETWEEN
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
AND
BERGEN COUNTY UTILITIES AUTHORITY**

THIS EASEMENT MODIFICATION AGREEMENT is made this ___ day of _____, 2014, by and between **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey (hereinafter referred to as "PSE&G" or "Grantee"), whose principal offices are located at 80 Park Plaza, Newark, New Jersey 07102 and **THE BERGEN COUNTY UTILITIES AUTHORITY (BCUA or "Grantor")**, a corporation company formed under the laws of the State of New Jersey (hereinafter referred to as "POWER"), whose principal offices are located at Foot of Mehrhof Road in the Borough of Little Ferry, Bergen County, New Jersey, hereinafter collectively referred to as the "Parties".

WHEREAS, PSE&G was granted an Easement Agreement (hereinafter referred to as "the original Easement Agreement") dated December 7, 1959 from BCUA which Easement Agreement is recorded in the Bergen County Register's/Clerk's Office in Deed Book 4093, Page 298. In addition, the parties entered into an Easement Modification Agreement, dated December 7, 1959 a copy of which is attached hereto as EXHIBIT-A. All terms and conditions contained in said original Easement Agreement and first Easement Modification Agreement are incorporated herein by reference as if set forth at length; and

WHEREAS, said original Easement Agreement was and still continues to be for the sole benefit of PSE&G in conducting its electric transmission and distribution businesses; and

WHEREAS, PSE&G has advised BCUA that an Additional Underground Easement Area, as shown on EXHIBIT-B attached hereto and made a part hereof, is necessary and required in order for it to carry on its electric and transmission and distribution businesses; and

WHEREAS, BCUA does agree to grant onto PSE&G the Additional Easement Area herein as reflected on EXHIBIT-B.

NOW THEREFORE, for and in consideration of (\$14,400.00) **FOURTEEN THOUSAND FOUR HUNDRED DOLLARS** and in further consideration of the covenants, respective promises and mutual agreements contained herein and made by the Parties hereto, it is hereby mutually agreed as follows:

FIRST: BCUA as Grantor, hereby grants and conveys onto PSE&G all of the rights, title and interest, terms, conditions and promises contained in the first Easement Modification Agreement and for the Additional Underground Easement Area as reflected on attached EXHIBIT-B.

SECOND: BCUA as Grantor, shall indemnify and hold harmless PSE&G as Grantee from and against any claim, demand, suit or action, and liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which the Grantee incurs in the defense of any such claim, suit, action or similar demand made or filed by any third party against Grantee to the extent same arises out of or relates to past, present or future pollution or contamination of the environment at the Easement Area caused by or through Grantor, including, without limitation, the presence, discharge or release or threatened discharge or release of hazardous materials in or to the environment caused by or through Grantor.

THIRD: Grantee shall indemnify and hold harmless Grantor from and against any environmental claim, demand, suit or action, and liability, loss, damage or judgment which may arise therefrom made or filed by any third party against Grantor to the extent same arises out of or results from any discharge or release or threatened discharge or release from the Facilities and related equipment and appurtenances or any negligent act, omission or willful misconduct of Grantee or any employee, licensee, invitee or agent of Grantee.

FOURTH: Grantee assumes the responsibility for management and disposal of any solid or hazardous waste materials generated at the Easement Area in accordance with all applicable federal, state and local laws and regulations. Re-use of soils on site is subject to the approval of the Grantor. Excavated soil that cannot be reused on the Easement Area shall be stockpiled within the Easement Area prior to off-site disposal. Grantee shall identify itself as the generator on all manifests and shipping papers necessary for the off-site disposition of any solid or hazardous waste materials. Grantee shall provide to Grantor the results and findings of all environmental sampling activities conducted at the Easement Area and any and all environmental reports prepared in association with these activities. Grantor reserves the right to take split samples upon request. Removal, handling and testing of any requested split sample will be performed by Grantor at Grantor's cost and expense.

FIFTH: If at any time it becomes necessary for Grantor to conduct environmental remedial activities at the Property, Grantee will coordinate its activities at the Property with the environmental remedial activities and any related requirements as may be

imposed by a Licensed Site Remediation Professional (LSRP), the New Jersey Department of Environmental Protection (NJDEP) or other regulatory agency with oversight authority. Grantee will incorporate necessary provisions at the Facilities as may be required in accordance with the Technical Requirements for Site Remediation at N.J.A.C. 7:26E or other applicable laws or regulations.

SIXTH: As noted, on EXHIBIT-B, the Grantee expressly represents and agrees that its activities/improvements shall not impair or impede vehicular traffic (ie. manhole should be flush with grade, etc.) from entering, exiting or traversing the Additional Underground Easement Area, absolutely and unconditionally.

SEVENTH: Except as set forth in this Amendment PSE&G and BCUA each specifically acknowledge and agree that all terms and conditions contained in the original Easement Agreement and the first Easement Modification Agreement remain in full force and effect and are incorporated herein by reference as if set forth at length. Each party acknowledges that the only purpose of this Easement Modification Agreement is to grant onto PSE&G the Additional Underground Easement Area as shown on EXHIBIT-B, with the understanding and acknowledgment by all parties to this Agreement that any and all terms, conditions, promises and covenants contained in the original Easement Agreement and the first Easement Modification Agreement remain in full force and effect, are incorporated herein by reference as if set forth at length and shall now apply to the Additional Easement Area as well.

EIGHTH This Agreement is binding upon PSE&G and BCUA and all those who lawfully succeed to their rights, title and interests after execution of this Agreement.

NINTH: This Agreement and the performance thereof shall be governed in all respects by the laws of the State of New Jersey.

TENTH: By the acceptance of this instrument, PSE&G agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Power has duly signed the Agreement the day and year first above written.

SIGNATURES ON FOLLOWING PAGES

ATTEST:

**BERGEN COUNTY UTILITIES
AUGHORITY**

By: _____

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who, I am satisfied, is _____ of _____, named in and which executed the foregoing instrument for and on behalf of _____ as the voluntary act and deed of said _____. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 19(c), is \$14,400.00.

Notary

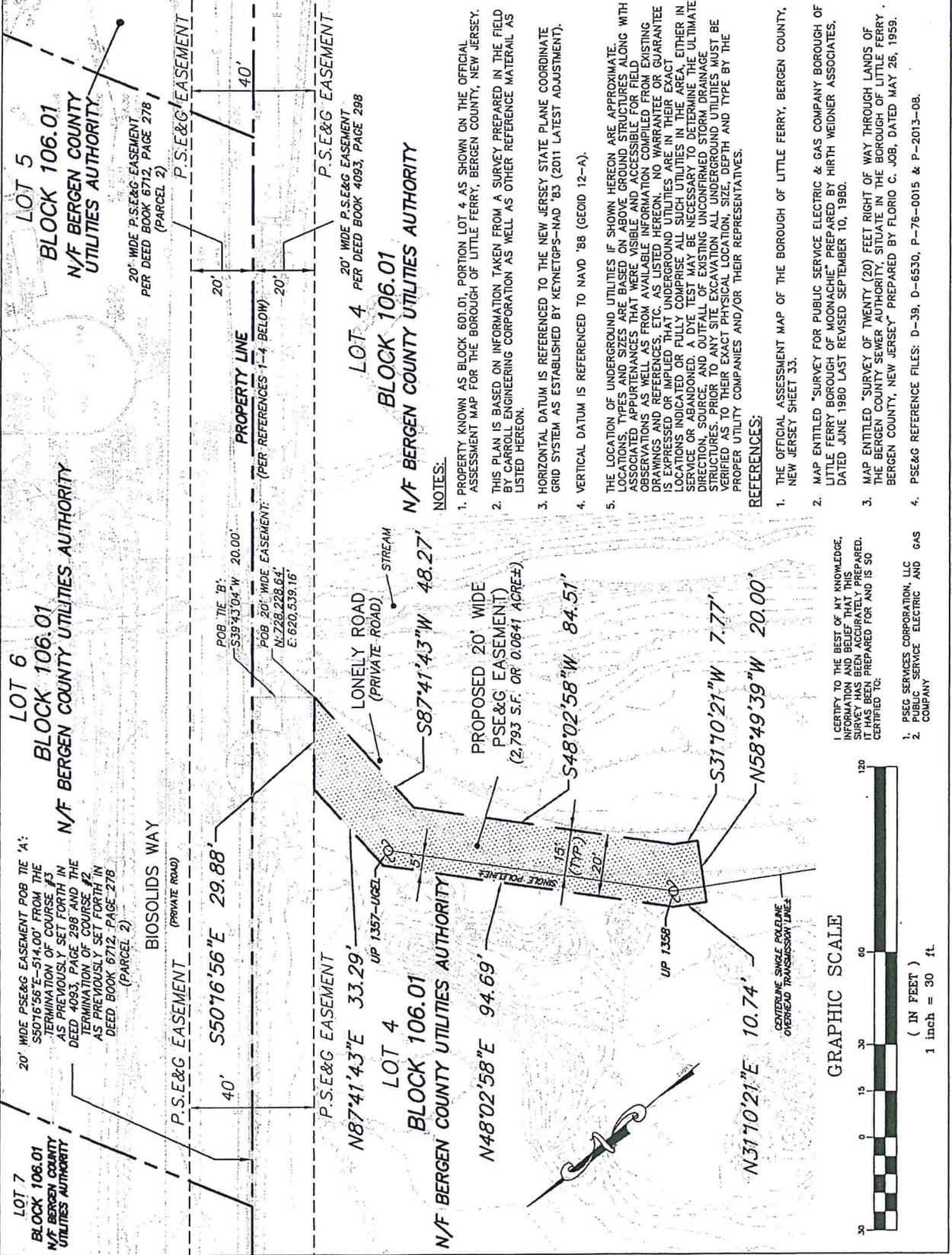


Carroll Engineering
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 Hillsborough, NJ 08844
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 480 Pine Street, 2nd Floor
 East of Penn., PA 19106
 Phone: (610) 485-1100
 Fax: (610) 485-1100
 101 Lakeside Drive, Suite 201, 19115
 www.carrollengineering.com
 LYNNHEIM D. - 2012 LICENSED ENGINEERING

HOWARD C. LOPSHIRE
 PROFESSIONAL LAND SURVEYOR
 NJ LIC. NO. 24CS002680300
 DATE _____

FILE NO. P-2013-08
 PROPOSED 20' WIDE EASEMENT
 PUBLIC SERVICE ELECTRIC & GAS COMPANY
 SITUATED IN
 BLOCK 106.01, PORTION LOT 4
 BERGEN COUNTY, NEW JERSEY
 PREPARED FOR
 PSEG SERVICES CORPORATION
 80 PARK PLAZA, 16
 CITY OF NEWARK, ESSEX COUNTY, NEW JERSEY

DATE:	05-02-2013
CADD FILE:	13-561-00000
JOB NO.:	13-561-0000
DSG BY:	HCL
DWN BY:	HCL
CRD BY:	HCL
SCALE:	1"=30'
DRAWER NUMBER:	1
SHEET:	1
OF	1
SHEETS	1
DRAWING NUMBER	200.3565



NOTES:

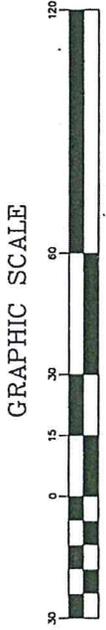
- PROPERTY KNOWN AS BLOCK 601.01, PORTION LOT 4, AS SHOWN ON THE OFFICIAL ASSESSMENT MAP FOR THE BOROUGH OF LITTLE FERRY, BERGEN COUNTY, NEW JERSEY.
- THIS PLAN IS BASED ON INFORMATION TAKEN FROM A SURVEY PREPARED IN THE FIELD BY CARROLL ENGINEERING CORPORATION AS WELL AS OTHER REFERENCE MATERIAL AS LISTED HEREON.
- HORIZONTAL DATUM IS REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE GRID SYSTEM AS ESTABLISHED BY KEYNETOPS-NAD '83 (2011 LATEST ADJUSTMENT).
- VERTICAL DATUM IS REFERENCED TO NAVD '88 (GEOID 12-A).
- THE LOCATION OF UNDERGROUND UTILITIES IF SHOWN HEREON ARE APPROXIMATE LOCATIONS AND SIZES BASED ON ABOVE GROUND STRUCTURES ALONG WITH OBSERVED APPROPRIATE SIZES THAT ARE AVAILABLE TO ACCESSIBLE FROM EXISTING DRAWINGS AND REFERENCES, ETC. AS LISTED HEREON. NO WARRANTY OR GUARANTEE IS EXPRESSED OR IMPLIED THAT UNDERGROUND UTILITIES ARE IN THEIR EXACT LOCATIONS INDICATED OR FULLY COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. A DYE TEST MAY BE NECESSARY TO DETERMINE THE ULTIMATE DIRECTION, SOURCE, AND OUTFALL OF EXISTING UNCONFIRMED STORM DRAINAGE STRUCTURES. PRIOR TO ANY SITE EXCAVATION ALL UNDERGROUND UTILITIES MUST BE VERIFIED AS TO THEIR EXACT PHYSICAL LOCATION, SIZE, DEPTH AND TYPE BY THE PROPER UTILITY COMPANIES AND/OR THEIR REPRESENTATIVES.

REFERENCES:

- THE OFFICIAL ASSESSMENT MAP OF THE BOROUGH OF LITTLE FERRY, BERGEN COUNTY, NEW JERSEY SHEET 33.
- MAP ENTITLED "SURVEY FOR PUBLIC SERVICE ELECTRIC & GAS COMPANY BOROUGH OF LITTLE FERRY BOROUGH OF MOONACHIE" PREPARED BY HIRTH WEIDNER ASSOCIATES, DATED JUNE 1980 LAST REVISED SEPTEMBER 10, 1980.
- MAP ENTITLED "SURVEY OF TWENTY (20) FEET RIGHT OF WAY THROUGH LANDS OF THE BERGEN COUNTY SEWER AUTHORITY, SITUATE IN THE BOROUGH OF LITTLE FERRY, BERGEN COUNTY, NEW JERSEY" PREPARED BY FLORIO C. JOB, DATED MAY 26, 1959.
- P.S.E.&G. REFERENCE FILES: D-39, D-6550, P-76-0015 & P-2013-08.

I CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THIS SURVEY HAS BEEN ACCURATELY PREPARED. IT HAS BEEN PREPARED FOR AND IS SO CERTIFIED TO:

- PSEG SERVICES CORPORATION, LLC
- PUBLIC SERVICE ELECTRIC AND GAS COMPANY





Carroll Engineering

105 Raider Boulevard, Suite 206
Hillsborough, NJ 08844
(908) 874'7500 • Fax (908) 874'5762
www.carrollengineering.com

**20' WIDE EASEMENT
METES AND BOUNDS DESCRIPTION TO
PUBLIC SERVICE ELECTRIC & GAS COMPANY BY
BERGEN COUNTY UTILITIES AUTHORITY
BLOCK 106.01, PORTION LOT 4
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY
FILE NO. P-2013-08**

Beginning at a point located within the bounds of lands n/f of Bergen County Utilities Authority (BCUA) (Block 106.01, Lot 4), said point being located along the northwesterly easement line of an existing 20' Wide Public Service Electric & Gas Company Easement as previously set forth in Deed Book 4093, Page 298, furthermore said easement beginning point also being located on the following two tie bearings and distances:

- a.) South 50°16'56" East- a distance of 514.00 feet as measured along the common dividing line between lands n/f Bergen County Utilities Authority (BCUA) (Block 106.01, Lots 4, 6 & 7) from the common termination point for deed course #3 of said existing 20' Wide Public Service Electric & Gas Company Easement previously set forth in Deed Book 4093, Page 298 and deed course #2 also of an existing 20' Wide Public Service Electric & Gas Company Easement previously set forth in Deed Book 6712, Page 278 (Parcel 2). Both said existing 20' Wide Public Service Electric & Gas Company Easements being separate, yet contiguously connected along the projected common dividing for lands (BCUA) as mentioned above, thence;
- b.) Through lands n/f Bergen County Utilities Authority (BCUA) (Block 106.01, Lot 4), South 39°43'04" West, a distance of 20.00 feet to said easement beginning point for lands as about to be described herein, furthermore said beginning point having New Jersey State Plane Coordinate Grid System Values (NAD 83-2011) of North:728,228.64 feet; East:620,539.16 feet, running thence and continuing in the New Jersey State Plane Coordinate Grid System the following eight (8) courses within the bounds of said lands n/f Bergen County Utilities Authority (BCUA) (Block 106.01, Lot 4):

BLOCK 106.01, PORTION LOT 4, BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY
METES & BOUNDS DESCRIPTION 20' WIDE PSE&G EASEMENT

1. South 87°41'43" West, a distance of 48.27 feet to a point, thence;
2. South 48°02'58" West, a distance of 84.51 feet to a point, thence;
3. South 31°10'21" West, a distance of 7.77 feet to a point, thence;
4. North 58°49'39" West, a distance of 20.00 feet to a point, thence;
5. North 31°10'21" East, a distance of 10.74 feet to a point, thence;
6. North 48°02'58" East, a distance of 94.69 feet to a point, thence;
7. North 87°41'43" East, a distance of 33.29 feet to a point located along the aforementioned northwesterly easement line of said existing 20' Wide Public Service Electric & Gas Company Easement previously set forth in Deed Book 4093, Page 298, thence;
8. Along the aforementioned northwesterly easement line said existing 20' Wide Public Service Electric & Gas Company Easement previously set forth in Deed Book 4093, Page 298, parallel with and twenty feet distant as measured at right angles from the common dividing line for lands (BCUA) as mentioned above, South 50°16'56" East, a distance of 29.88 feet to the point and place of beginning.

Containing 2,793 Square Feet or 0.0641 Acre±

This description prepared in accordance with a map entitled, "File No. P-2013-08 Proposed 20' Wide Easement Public Service Electric & Gas Company Project No. 12068/ P-2013-08 situated in Block 106.01, Portion Lot 4 situated in Borough of Little Ferry Bergen County, New Jersey prepared for PSEG Services Corporation 80 Park Plaza, T6 City of Newark, Essex County, New Jersey" as prepared by Carroll Engineering 105 Raider Boulevard, Hillsborough, New Jersey 08844, map dated May 2, 2013 as signed by Howard C. Lopshire, New Jersey Professional Land Surveyor License Number 24GS02680300.

Date

Howard C. Lopshire, New Jersey Professional Land Surveyor
License Number: 24GS02680300.

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement and pursuant to specifications, the Bergen County Utilities Authority (the "Authority") solicited bid proposals for **Scum Tank # 2 Concrete Pad Improvements**, pursuant to and in accordance with **Contract No. C - 185**; and

WHEREAS, the following bid proposals were received by the Authority on **May 1, 2014** for **Contract No. C - 185**:

Vendor	Total Amount Bid
Matina & Son, Inc. Hackensack, NJ	\$125,000.00
Tony & Son, Inc. Rahway, NJ	\$125,925.00
CMS Construction, Inc. Newark, NJ	\$135,050.00
Let It Grow, Inc. River Edge, NJ	\$148,500.00
J. Fletcher Creamer, Inc. Hackensack, NJ	\$148,872.00
AJM Contractors Clifton, NJ	\$164,750.00
Sparwick Contracting, Inc. Lafayette, NJ	\$174,730.00
Adamo Brothers Construction Ridgefield, NJ	\$182,600.00
Scafar Contracting, Inc. Newark, NJ	\$185,249.00

WHEREAS, the Authority's **Chief Engineer/Director of Water Pollution Control and Engineering Consultant Neglia Engineering Associates** have reviewed the bid proposals and have recommended that **Matina & Son, Inc.** be awarded **Contract No. C - 185** in accordance with N.J.S.A. 40:11-4, as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **Matina & Son, Inc.** constitutes the lowest complying and responsible bidder for **Contract No. C - 185**, in accordance with N.J.S.A. 40A:11-4; and

WHEREAS, publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the Authority; and

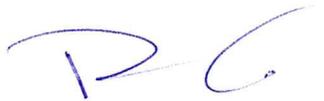
14-2-028

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority as follows:

1. **Matina & Son, Inc.** shall be and is hereby determined to be the lowest complying and responsible bidder for **Scum Tank # 2 Concrete Pad Improvements**, constituting **Contract No. C - 185** for a total of **\$125,000.00**.
2. The Chairman is hereby authorized to execute an agreement with **Matina & Son, Inc. of 146 English Street, Hackensack, NJ 07601** for **Scum Tank # 2 Concrete Pad Improvements**, constituting **Contract No. C - 185** for a total of **\$125,000.00**.
3. The bid security of all unsuccessful bidders shall be returned in accordance with N.J.S.A. 40A:11-1, et seq.
4. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.
5. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with Contract No. C-185, shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by Matina & Son, Inc., and the Authority.
6. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: **May 22, 2014**

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 05/22/2014
RESOLUTION #: 14-2-028

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT 2014 WPC BOND ISSUE

VENDOR MATINA & SONS, INC.

CONTRACT NUMBER C-185

REASON SCUM TANK #2 CONCRETE PAD
IMPROVEMENTS

AMOUNT \$125,000.00

CONTRACT LENGTH



TREASURER/CFO

BERGEN COUNTY UTILITIES AUTHORITY RESOLUTION

WHEREAS, the Bergen County Utilities Authority (the “Authority”) is a member of the New Jersey Harbor Dischargers Group (“NJHDG”), a cooperative pricing system in accordance with N.J.A.C. 5:34-7.1 et seq.; and

WHEREAS, the members of the NJHDG include the following public agencies:

Bergen County Utilities Authority (Little Ferry & Edgewater)
Joint Meeting of Essex and Union Counties
Linden Roselle Sewerage Authority
Middlesex County Utilities Authority
North Bergen Municipal Utilities Authority
North Hudson Sewerage Authority
Passaic Valley Sewerage Authority
Rahway Valley Sewerage Authority
Secaucus Municipal Utilities Authority; and

WHEREAS, the NJHDG has been assigned Cooperative Pricing System Identifier No. 52NJHDGCPSPS by the State of New Jersey, Department of Community Affairs, Division of Local Government Services; and

WHEREAS, with respect to the NJHDG, there exists the need for **Continued Professional Environmental Services** to coordinate the monitoring of the New York/New Jersey Harbor and its tributaries; provide technical assistance regarding the water quality monitoring program and the potential expansion of same; provide technical assistance regarding water quality and regulatory matters; provide representation for the NJHDG at nutrient, pathogens and toxics workgroup meetings; and for the performance of toxics and nutrient studies; and

WHEREAS, said services are recognized as “professional services” as same shall be rendered by person(s) authorized by law to practice a recognized profession, whose practice is regulated by law and the performance of which services requires knowledge of an advanced type of learning acquired by a prolonged formal course of specialized instruction and study, pursuant to, and in accordance with, N.J.S.A. 40A:11-2(6); and

WHEREAS, the **Great Lakes Environmental Center (“GLEC”)** has submitted a proposal dated April 10, 2014 to the NJHDG and the Authority, respectively, to continue providing services consisting of **Continuing Professional Environmental Services** in the amount of **\$85,000.00** for the period June 1, 2014 - May 31, 2015; and

WHEREAS, GLEC has represented the NJHDG since 1994; and

WHEREAS, the Authority’s pro-rated NJHDG member’s share is 11.11%, or **\$9,443.54**; and

WHEREAS, the maximum amount of the Authority's share of this agreement is **\$9,443.54**, and the Chief Financial Officer has authorized that funds are available for this purpose; and

WHEREAS, NJHDG and the Authority, respectively, have determined that **GLEC** is competent, qualified and experienced to provide these professional services as outlined above; and

WHEREAS, the Authority has concluded that the services consisting of **Continuing Professional Environmental Services**, are necessary for the efficient operations of the NJHDG and the Authority, respectively; and

WHEREAS, the Authority's Chief Financial Officer's Certificate of Available Funds, maintained on file at the Authority, sets forth that sufficient funds for the subject procurement have been allotted in the Authority's budget; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. requires that the resolution authorizing the award of a contract for professional services without public bidding and the contract itself be available for public inspection; and

WHEREAS, this contract has been awarded through a non-fair and open process pursuant to N.J.S.A. 19:44A-20.4, et seq., and **GLEC** having submitted and the Authority having received a C. 271 Political Contribution Disclosure Form in the required form, and the contract to be awarded shall include a provision prohibiting the **GLEC** from making reportable contributions during the term of the contract as required by N.J.S.A. 19:44A-20.4, et seq.; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority as follows:

1. That **GLEC** shall be and is hereby retained by the members of the NJHDG and the Authority, respectively, to provide services consisting of **Continuing Professional Environmental Services**, at a compensation of **\$85,000.00**, of which the Authority's portion shall not exceed **\$9,443.50**.

2. The Chairman shall be and is hereby authorized to execute an agreement by and among **GLEC**, NJHDG and the Authority, respectively, memorializing the scope of services to be performed and the compensation to be paid therefore, in the form acceptable to the Executive Director, and satisfactory to the Authority and satisfactory to the NJHDG and the Authority, respectively, as evidenced by the Chairman's signature thereon.

3. The Chief Financial Officer's Certification that the funds have been appropriated shall remain on file.

4. A copy of this Resolution and the Agreement retaining **GLEC** to provide the aforesaid services shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by the NJHDG and the Authority, respectively.

5. The contract to be awarded for **Continuing Professional Environmental Services** shall include a provision which prohibits the **GLEC** from making reportable contributions during the term of the contract as required by N.J.S.A. 19:44A-20.4, et seq.

6. A notice of this contract award shall be published in the form prescribed by law.

7. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: May 22, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 05/22/2014
RESOLUTION #: 14-2-029

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT W-350-50400-000

VENDOR GREAT LAKES ENVIRONMENTAL CENTER

CONTRACT NUMBER

REASON CONTINUED PROFESSIONAL
ENVIRONMENTAL SERVICES

AMOUNT \$9,443.54

CONTRACT LENGTH JUNE 1, 2014 - MAY 31, 2015



TREASURER/CFO

AGREEMENT

This Agreement made this 1st day of June 2014 by and among the Bergen County Utilities Authority (Little Ferry and Edgewater), Joint Meeting of Essex and Union Counties, Linden Roselle Sewerage Authority, Middlesex County Utilities Authority, North Bergen Municipal Utilities Authority, North Hudson Sewerage Authority, Passaic Valley Sewerage Commission, Rahway Valley Sewerage Authority, and the Secaucus Municipal Utilities Authority, bodies politic and corporate of the State of New Jersey, and Great Lakes Environmental Center with principal offices for the transaction of business located at 739 Hastings Street, Traverse City, Michigan (hereinafter referred to as "GLEC").

WITNESSETH:

WHEREAS, the Clean Water Act, 33 USC 1251 et seq. (the "Act"), empowers the United States Environmental Protection Agency ("USEPA") to develop, in cooperation with other federal and state agencies, comprehensive programs for the prevention, reduction, or elimination of pollution of navigable waters; and

WHEREAS, pursuant to Section 301 of the Act, the USEPA is authorized to establish effluent limitations for publicly-owned treatment works; and

WHEREAS, the USEPA, New Jersey Department of Environmental Protection ("NJDEP"), and the New York Department of Environmental Conservation have initiated and coordinated the New York/New Jersey Harbor Estuary Program (Harbor Program) to study the quality of water in the New York/New Jersey Harbor; and

WHEREAS, the following sewerage and municipal and county utilities authorities in New Jersey have formed a consortium known as the New Jersey Harbor Dischargers Group ("NJHDG") to address issues arising from the various studies performed under the Harbor Program:

Bergen County Utilities Authority (Little Ferry and Edgewater)
Joint Meeting of Essex and Union Counties
Linden Roselle Sewerage Authority
Middlesex County Utilities Authority
North Bergen Municipal Utilities Authority
North Hudson Sewerage Authority
Passaic Valley Sewerage Commission
Rahway Valley Sewerage Authority
Secaucus Municipal Utilities Authority

WHEREAS, the NJHDG has determined that it is necessary to engage a professional environmental consultant to serve as Technical Advisor to the NJHDG to coordinate the monitoring of the New York/New Jersey Harbor and its tributaries and for the performance of toxics and nutrient studies that will be required by the NJHDG; and

WHEREAS, the NJHDG had designated the Bergen County Utilities Authority ("BCUA") to serve as lead agency for the purpose of procuring the necessary professional environmental services required by the NJHDG; and

WHEREAS, on or about July 18, 1994, the BCUA, on behalf of the NJHDG, issued a Request for Proposals ("RFP"), to solicit proposals from professional environmental consultants to serve as Technical Advisor to the NJHDG; and

WHEREAS, the NJHDG had previously awarded a contract to GLEC to act as Technical Advisor to the NJHDG which has now expired, and.

WHEREAS, the NJHDG desires to continue to engage GLEC to serve as Technical Advisor to the NJHDG; and

WHEREAS, the services to be rendered by GLEC are exempt from competitive bidding requirements under N.J.S.A. 40A: 11-5(1)(a)(I), as such services constitute professional services, i.e., services required or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by law; and

WHEREAS, the scope of work and compensation to be paid therefore shall be memorialized in an Agreement to be executed by and between the members comprising the NJHDG and GLEC; and

WHEREAS, the members of the NJHDG are desirous of executing an Agreement with GLEC for the continued performance of professional environmental services as Technical Advisor to the NJHDG; and

WHEREAS, pursuant to the terms of Cooperative Pricing Agreement (52NJHDGCPSPS), renewed and approved by the New Jersey Department of Community Affairs on October 14, 2009, each member of the NJHDG is required to pay its proportionate share of the cost of the professional environmental services contemplated hereby (a schedule of such proportionate costs is attached hereto and made a part hereof as "Attachment A") and to authorize the execution of the Agreement, similar in form and substance to the Agreement attached hereto, in order to initiate the procurement of professional environmental services as Technical Advisor to NJHDG to perform the studies and analyses required by the NJHDG; and

WHEREAS, the award of this Agreement is necessary for the efficient operations of the members of the NJHDG;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The NJHDG appoints and retains GLEC to serve as Technical Advisor to the NJHDG in accordance with their most recent proposal submitted on April 10, 2014 which proposal is incorporated herein by reference and made a part hereof.
2. GLEC shall perform the professional environmental services as enumerated and set forth in their proposals for the compensation set forth therein.
3. GLEC represents and warrants that it possesses all requisite degrees, accreditation, and licenses required by law to perform the services enumerated in this Agreement.

4. GLEC shall prepare and submit to the NJHDG such reports on the status of services being provided by GLEC as may be requested by the NJHDG.
5. GLEC shall not enlarge or reduce the scope of services with respect to any matter assigned to it without the express written consent of the NJHDG.
6. GLEC agrees that it will make adequate staff available to the NJHDG to provide the services required hereunder.
7. GLEC agrees to comply with all federal, state, and local laws and regulations applicable to the rendering of the services by GLEC hereunder, and particularly to comply with non-discrimination laws and regulations promulgated pursuant to *P.L. 1975, c. 127*, where and if applicable, and the terms of Exhibit A, Mandatory Equal Employment Opportunity Language, appended hereto.
8. Nothing herein contained shall be deemed or construed from preventing GLEC from utilizing professional sub-consultants for the performance of the professional services, if the same are required to complete the work contemplated hereby, on notice to and approved by the NJHDG.
9. GLEC agrees to indemnify the NJHDG from all claims, liabilities, losses, damages, and/or expenses resulting in property damage and/or personal injuries arising out of or resulting from the negligent acts and/or omissions of GLEC and its agents, servants, employees, or independent contractors or sub-contractors in performing the professional environmental services as set forth in this Agreement.
10. GLEC represents and agrees that it shall perform all professional environmental services under this Agreement in a manner consistent with that duty and level of due care and skill, respectively, ordinarily exercised by environmental professionals under similar circumstances.
11. The parties agree that the NJHDG shall have the right to terminate this Agreement at any time by giving GLEC written notice in accordance with the terms of this Agreement. Should termination occur, GLEC shall be paid for all services provided up to the date of final termination. In determining the value of the work performed by GLEC prior to such

termination, no consideration will be given to anticipated profit which GLEC may have contemplated on the uncompleted portion of the work. If such termination is effected, GLEC shall, however, issue an interim report upon such termination, indicating the work performed to date.

12. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in a postage prepaid envelope addressed, if to GLEC:

Mick DeGraeve, President
Great Lakes Environmental Center
739 Hastings Street
Traverse City, Michigan 49686

If to the NJHDG:

Robert Laux, Executive Director
Bergen County Utilities Authority
Foot of Mehrhof Road;
P. O. Box 9
Little Ferry, New Jersey 07643

or at such other address as GLEC or NJHDG, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, on delivery thereof, and if mailed, upon the delivery of same.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
14. This Agreement is for the sole benefit of the NJHDG, its successors and assigns, and GLEC, its successors and assigns, and no third part beneficiary to this Agreement is contemplated or implied.
15. In the event the corporation known as GLEC shall be reorganized, dissolved and reconstituted for any reason, this Agreement shall continue in full force and effect with the successor organization, provided that the NJHDG shall have the right to cancel this Agreement upon notification to the NJHDG of any termination or reorganization of GLEC

involving an outside firm or organization becoming involved in the control of the corporation known as GLEC.

16. This Agreement is specifically subject to the availability and appropriation annually of sufficient funds as may be required to meet this extended obligation by the members of the NJHDG. In the event it becomes apparent to the NJHDG that adequate funds will not be available to meet any extended obligation herein, the NJHDG shall immediately notify GLEC.
17. Each member of the NJHDG shall be liable for the share of the total amount of the contract as indicated in Attachment "A", and as Attachment "A" may be modified in accordance with Article 5 of the Agreement. Failure of any of the NJHDG members to pay GLEC any amount due shall not become the responsibility of the NJHDG or any other member thereof. GLEC shall be responsible for billing each NJHDG member individually for its share.
18. This agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any Provisions herein shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a continuing waiver unless otherwise expressly provided. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto.
19. GLEC shall present separate evidence that it maintains in effect the following policies of insurance during the term of this Agreement: (a) Workers' Compensation Insurance in accordance with the provisions of the Workers' Compensation Law of the State of New Jersey, for each employee engaged to work under this Agreement; (b) Comprehensive General Liability Insurance, with a combined single limit of at least \$2,000,000.00; and (c) Professional Liability Insurance with a combined single limit of at least \$2,000,000.00. The above noted policies of insurance shall be maintained with carriers that are acceptable to the

BCUA, and the BCUA's acceptance shall not be unreasonably withheld. GLEC shall provide the BCUA with its certificate(s) for the above insurances naming the BCUA and the other members comprising the NJHDG as additional insured's. The certificate(s) shall include a statement that prior to cancellation of the policy, notice of same shall be given to the BCUA for all policies so affected. All notices shall name and identify this Agreement. Failure to give such notice for any reason shall be a breach of this Agreement which may, at the option of the BCUA and upon reasonable notice to GLEC, cause this Agreement to be terminated.

20. This agreement has been awarded to GLEC based on the merits and abilities Of GLEC to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to NJ.S.A. 19:44A-20A et seq. As such, the undersigned does hereby attest that GLEC, its subsidiaries, assigns or principals controlling in excess of 10% of the GLEC has neither made a contribution, reportable pursuant to the Election Law Enforcement Commission pursuant to NJ.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract 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 the Agreement to any political party committee in Essex, Monmouth, Passaic, Bergen, Union, Hudson, Middlesex, Somerset, and Morris Counties (collectively "the Counties") and any municipality, fire district, board of education in such Counties, (together with Counties, collectively "Entities" and individually "Entity") if a member of that political party is serving in an elective public office of any Entity when the contract is awarded, or to any candidate committee of any person serving in an elective public office of any Entity when the Agreement was awarded. GLEC shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of *P.L. 2004 c. 19*, that are made during the duration of this Agreement.

21. As a courtesy, GLEC is advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to *P.L. 2005 c. 271* by March 30. It is the Broker's responsibility to determine if filing is necessary. Additional information on this requirement is available from the ELEC at (888) 313-3532 or at www.elec.state.nj.us.

22. If any paragraph or provision of this Agreement is judged to be invalid or unenforceable, it shall then be severed from this agreement, and the balance of this Agreement shall survive as if such paragraph or section was not contained within this Agreement.

23. Business Registration Certificate. GLEC shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to GLEC prior to entry into a contract with GLEC.

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for GLEC or another subcontractor in the fulfillment of this Agreement where the aggregate cost of the subcontractors work exceeds 15% of the Authority's bid threshold (where the costs of the subcontractor's work in the aggregate exceeds \$4,350.00).

Before final payment on the Agreement is made by the Authority, GLEC shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of *P.L.2001, c.134* (C.52:32-44 et a1.) or subsection e. or f. of section 92 of *P.L.1977, c.110* (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

24. For the term of the contract, GLEC and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

25. Travel Costs. If applicable, travel will be reimbursed at a rate not to exceed the applicable IRS rate in effect at the time the travel occurs, and any out of pocket costs for tolls and parking shall be reimbursed at actual cost.

26. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

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ATTACHMENT "A"

New Jersey Harbor Dischargers Group Total Cost Per Facility

with

Great Lakes Environmental Center

TOTAL AMOUNT OF CONTRACT \$85,000.00

Bergen County Utilities Authority (Little Ferry & Edgewater)	11.11%	\$9,443.50
Joint Meeting of Essex & Union Counties	10.70%	\$9,095.00
Linden Roselle Sewerage Authority	6.72%	\$5,712.00
Middlesex County Utilities Authority	15.64%	\$13,294.00
North Bergen Municipal Utilities Authority	5.76%	\$4,896.00
North Hudson Sewerage Authority	7.67%	\$6,519.50
Passaic Valley Sewerage Commission	28.19%	\$23,961.50
Rahway Valley Sewerage Authority	8.30%	\$7,055.00
Secaucus Municipal Utilities Authority	5.91%	\$5,023.50
		\$85,000.00

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$9,443.50

Witness

**Bergen County Utilities Authority
(Little Ferry and Edgewater)**

**By: _____
Authorized Signature**

Witness

Great Lakes Environmental Center

**By: _____
Authorized Signature**

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$9,095.00

Witness

Joint Meeting of Essex and Union Counties

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$5,712.00

Witness

Linden Roselle Sewage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$13,294.00

Witness

Middlesex County Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$4,896.00

Witness

North Bergen Municipal Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$6,519.50

Witness

North Hudson Sewerage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$23,961.50

Witness

Passaic Valley Sewerage Commission

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$7,055.00

Witness

Rahway Valley Sewerage Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

IN WITNESS WHEREOF, the members comprising the NJHDG and GLEC have caused this agreement to be executed the day and year first above written.

MEMBER SHARE = \$5,023.50

Witness

Secaucus Municipal Utilities Authority

By: _____
Authorized Signature

Witness

Great Lakes Environmental Center

By: _____
Authorized Signature

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, C. 127) N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report or Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**



April 10, 2014

Mr. John Dinice
Bergen County Utilities Authority
P.O. Box 122
Foot of Merhof Road
Little Ferry, New Jersey 07643

RE: NJHDG TECHNICAL SERVICES PROPOSAL

Dear John:

Great Lakes Environmental Center, Inc. (GLEC) is pleased to submit this proposal to provide ongoing technical services to the New Jersey Harbor Dischargers Group (NJHDG) under the Technical Advisor contract. This proposal outlines the technical services GLEC will provide NJHDG, emphasizing the Group's water quality/regulatory-related needs for the period June 1, 2014 – May 31, 2015.

As the NJHDG members are well aware, the States of New York and New Jersey have been working with the Harbor Estuary Program (HEP) for at least 15 years to develop Total Maximum Daily Load results (TMDLs) for dissolved oxygen, pathogens and toxics for the waters of the New York/New Jersey Harbor. During 2013/2014 we were under the impression that a number of the developed TMDLs would be implemented by the regulatory agencies [the New Jersey Department of Environmental Protection, (NJDEP) in this case, in collaboration with EPA Region II]. Therefore, GLEC's 2013/2014 Technical Services Proposal was structured to reflect the likelihood of that course of events. However, over the past year (June 2013-present), both EPA Region II and NJDEP have continued to demonstrate an uncharacteristically high degree of uncertainty about when and how the TMDL actions will be implemented. As a consequence, during the 2013/2014 contract period GLEC has performed an unexpectedly limited amount of the work that was approved for the 2013/2014 contract period (\$28,000 through February 2014 vs. the approved contractual amount of \$115,000). In fact, at the time of preparing this proposal, we have no reason to believe that NJDEP TMDL activities are likely to move forward over the course of this next year.

EPA has transitioned the New York/New Jersey HEP from an EPA entity to the NYC-based Hudson River Foundation (HRF). Considering the important role that HEP has played in a variety of projects and programs affecting NJHDG, we are fortunate that EPA has selected HRF

to host the NY/NJ HEP because over the last 15 years NJHDG has developed excellent working relationships with HRF through the CARP program and other Harbor-wide water quality initiatives. On April 2, 2014 Bridget and I met with the HRF staff involved in the new HEP office. It became clear throughout the course of the meeting that we can continue to expect productive, collegial and mutually-beneficial interactions with HEP. Task Four of the 2013/2014 Technical Advisor contract addressed the need to become more familiar with the Chesapeake Bay Estuary Program, which is structured with more community involvement than is the case for the existing NY/NJ HEP. In this proposal I have modified that Task to reflect the need to stay involved with the re-configured NY/NJ HEP. I feel that it is important for NJHDG to continue to be a partner with HEP to help insure that the relationship between NJHDG and NY/NJ HEP remains sustainable, mutually-respectful and collaborative.

As discussed during our April 1, 2014 NJHDG meeting, we are lacking definitive and substantive details related to both the future of the TMDL program. With that in mind, I have outlined below the Tasks that I believe are likely to be relevant for the next contract period, accompanied by the anticipated costs on a Task-by-Task basis. As was the case for the 2011/2012, 2012/2013, and 2013/2014 contract periods, we will not incur any costs for Tasks that (based on the most current information) no longer remain relevant to the goals and mission of NJHDG.

- **Task One:** Technical advisor services related to the New York/New Jersey Harbor Estuary Program. GLEC will continue to represent the NJHDG on matters related to nutrients (dissolved oxygen), pathogens and toxics TMDL/regulatory developments, as needed. As we discussed at our recent meeting, EPA Region II and NJDEP are in a state of flux regarding TMDLs and related regulatory decisions, some of which could have considerable financial impacts on the member wastewater utilities. During this period of uncertainty, it is important for NJHDG to be represented and stay engaged with both EPA and NJDEP to ensure that NJHDG member perspectives are taken into consideration throughout the decision-making process. And although there is little activity in this area today, if an environmental organization were to sue either EPA and/or NJDEP, the need for experienced representation could develop very quickly.

GLEC will continue to maintain an active presence with EPA, HEP and NJDEP on behalf of NJHDG. We will prepare a summary of each meeting (except for those meetings where all of the NJHDG members are present), and we will inform NJHDG when particularly important issues arise that call for a Group meeting. As in the past, GLEC will distribute Nutrient, Pathogens and Toxics Workgroup meeting summaries to all of the NJHDG member organizations. If appropriate, GLEC will also arrange for key regulatory staff or other scientists involved in the TMDL development process or other Harbor water quality matters to attend NJHDG meetings to provide additional regulatory and technical information pertinent to NJHDG members.

As has been the case since 1992, NJHDG can be confident that throughout this process GLEC will continue to act in NJHDG's best interest, and will inform NJHDG of any important developments that could impact NJHDG members.

The cost for this service will be \$25,000 for the June 2014 – May 2015 contract period.

- **Task Two:** Technical assistance related to NJHDG's water quality monitoring program for the Harbor and New Jersey tributaries. NJHDG's ambient water quality monitoring program was initiated in late 2003, and has continued as planned since that time. GLEC worked with the HEP, New York City and NJHDG members to prepare the Quality Assurance Project Plan (QAPP) and Harbor-wide water quality reports for the years 2004-2006 and 2007-2009, which were distributed to NJHDG. For those two initial Harbor-wide report production efforts, GLEC was able to secure funding from HEP. For both efforts, GLEC summarized and analyzed the available data (from both New Jersey and New York), and prepared the two Harbor-wide reports for the combined 2004-2006 and 2007-2009 data.

Under this Task, GLEC will continue to assist NJHDG in refining the quality assurance/quality control procedures for the monitoring program, as needed. Since the initiation of NJHDG's monitoring program, GLEC has performed a quality assurance check on all of the data generated under the monitoring program, which we plan to continue for the June 2014 – May 2015 period. GLEC will also assist PVSC (as needed) in preparing an annual NJHDG monitoring report for the New Jersey waters of the Harbor. Finally, GLEC will continue to play an oversight role for the monitoring program (including assistance with updating the QAPP as needed to reflect changes made to the program after the original QAPP was developed).

The cost for this service during this contract period will be \$15,000.

- **Task Three:** Technical assistance contingency. In the past, the Group has expressed an interest in having a modest allocation of funding available on a contingency basis to provide technical assistance to the Group on water quality/regulatory matters that may arise over the course of the next year. An example of one of the types of technical assistance that may be needed is work on regulatory matters related to TMDL development/implementation that could arise in 2013/2014.

As was the case for the previous performance periods, we propose allocating \$10,000 for the June 2014 – May 2015 contract to meet NJHDG's currently-unanticipated technical assistance needs.

- **Task Four:** Collaborative interactions with the new NY/NJ HEP Program. I propose the process of this transition of the NY/NJ HEP from an EPA entity to HRF, that NJHDG take advantage of any opportunities that arise to provide input on the structure and operation of the HRF HEP. It is encouraging that Bridget and I were invited to HRF to share our thoughts on the future of the NY/NJ HEP. The HEP staff were receptive to our input, and I believe that similar opportunities will arise over the next year. Therefore, I propose an allocation of \$15,000 to attend HEP meetings and provide input on behalf of NJHDG.
- **Task Five:** Participation in funding the HEP project entitled "Impact Evaluation of Projected DO Deficits in the NY-NJ Harbor Estuary". In August 2013 GLEC was awarded a contract from HEP to evaluate and develop a better understanding of the real-

world effects of existing and projected low dissolved oxygen (DO) concentrations in the NY-NJ Harbor. A request was made of the Group to consider providing an additional allocation of \$20,000 to supplement the funding available for this project from HEP (\$50,000). NJHDG members agreed to allow GLEC to use up to \$20,000 from the 2013 – 2014 NJHDG budget for work on the DO project.

Unfortunately, GLEC has been unable to initiate any of the technical work on this project due to the length of time required to receive approval on the QAPP – six months. Therefore, given that the NJHDG 2013 – 2014 contract expires at the end of May 2014, GLEC will be unable to effectively use the available funding to complete the DO deficits project. Consequently, GLEC requests that NJHDG provide the \$20,000 for the 2014 – 2015 contract year, rather than for the balance of the 2013 – 2014 contract year. If NJHDG agrees with this concept, GLEC will not use any of the NJHDG funding to work on this project over the course of the next two months (April/May 2014), and will instead use the funding provided to work on the following Scope of Work areas over the course of the 2014 – 2015 contract year:

- SOW Area 2.5. Based on existing information, develop, if possible, a method to assess the relative biological impact of different DO conditions;
- SOW Area 2.6. Compile biological data requirements needed to evaluate the significance of DO deficits in limited portions of the Harbor;
- SOW Area 3.1. Compare current conditions in critical areas to those conditions existing in similar areas of DO attainment;
- SOW Area 3.2. Based on the methodology developed above, and the available data, develop a method to evaluate whether the spatial extent of low DO is sufficiently widespread to warrant concern;
- SOW Area 3.3. Apply the evaluation method to the information assembled above and tabulate the locations and times of DO deficit of biological concern;
- SOW Area 3.4. Provide an evaluation of projected conditions in 2050 based on currently expected conditions as a consequence of climate change.

When the project has been completed, NJHDG members will receive copies of the final report, as well as a presentation by Mick DeGraeve illustrating the procedures used to complete the work and the results of the project. In addition, Mick will discuss the recommendations for follow-on work, as well as the implications of the results and proposed future work for the NJHDG members. As was received (but never used) in the 2013 – 2014 budget, GLEC requests an allocation of \$20,000 to be applied to completing the work outlined for the SOW areas presented above.

Based on the four Tasks outlined above, the total cost for the contract period June 1, 2014 – May 31, 2015 is \$85,000.

**Cost Distribution for Great Lakes Environmental Center's
Technical Services Proposal Dated April 10, 2014**

	Member Share	Dollar Amount
BCUA/Edgewater	11.11%	\$9,443.50
Joint Meeting of Essex & Union Counties	10.70%	\$9,095.00
Linden Roselle Sewerage Authority	6.72%	\$5,712.00
Middlesex County Utilities Authority	15.64%	\$13,294.00
North Bergen MUA	5.76%	\$4,896.00
North Hudson Sewerage Authority	7.67%	\$6,519.50
PVSC	28.19%	\$23,961.50
Rahway Valley Sewerage Authority	8.30%	\$7,055.00
Secaucus MUA	5.91%	\$5,023.50
Total	100.00%	\$85,000.00

GLEC has been providing a variety of technical assistance services to NJHDG since 1993, and we are proud of our collective accomplishments over that time period. I continue to believe that NJHDG now enjoys recognition, stature, access, visibility and a voice in regulatory/water quality affairs that is at least equivalent to that of New York City. This is particularly impressive considering that until two decades ago, the New Jersey dischargers to the Harbor had a relatively limited voice in regional regulatory/water quality affairs.

At GLEC we will continue to work hard, and we remain committed to doing our part to help NJHDG continue to achieve the types of accomplishments outlined above. We look forward to the opportunity to continue to provide technical assistance to NJHDG throughout June 2014 – May 2015 period. This time period will continue to be challenging for NJHDG members, considering the uncertainty of issues related to TMDL finalization, evolving regulatory policy and development of the new HEP office for the NY/NJ Harbor. We look forward to this opportunity to continue to represent NJHDG's best interests.

If you have any questions, please feel free to contact me via email at mick@glec.com, or by phone at 231-941-2230.

Yours very truly,

Mick DeGraeve
Director

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion upon advertisement and pursuant to specifications, the **Authority** solicited online electronic bid proposals via Reverse Auction for **Electric Generation Supply Service for the Bergen County Utilities Authority**, pursuant to and in accordance with **Contract No. 14-09**; and

WHEREAS, the following bid proposals were received by the **Authority** on May 22, 2014:

Vendor	CIEP Option A Fixed Price (12 Months) \$Rate/per kWh	CIEP Option B Fixed Price (24 Months) \$Rate/per kWh	Fixed Price Option A (12 Months) \$Rate/per kWh	Fixed Price Option B (24 Months) \$Rate/per kWh
Direct Energy	\$0.08160	No Bid	\$0.09500	No Bid
South Jersey Energy Co.	\$0.08053	\$0.08131	\$0.09691	\$0.09466

WHEREAS, the **Authority's** Consultant, **Premier Energy Group, L.L.C.**, in consultation with the **Authority's** Chief Engineer and Purchasing Assistant, has reviewed the above listed bid proposals and have recommended that **South Jersey Energy Company** should be awarded **Contract No. 14-09**, in accordance with N.J.S.A. 40A:11-1, et seq., as the lowest complying and responsible bidder, for a term of **Twenty-Four (24) Months** at the rate of **\$0.08131 per kWh as per CIEP Option B Fixed Price**; and

WHEREAS, on the basis of the foregoing, the **Authority** has determined that **South Jersey Energy Company** should be awarded **Contract No. 14-09**, in accordance with N.J.S.A. 40A:11-1 et seq., as the lowest complying and responsible bidder, for a term of **Twenty-Four (24) months**, as per **CIEP Option B Fixed Price** at the rate of **\$0.08131 per kWh for an estimated total sum of \$3,516,658**, as the **Authority** estimates that the amount of usage under **Contract No. 14-09** during the term of **Twenty-Four (24) Months** would be **43,250,000 kwhs** of usage; and

WHEREAS, publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the **Authority**; and

WHEREAS, the **Authority's** Chief Financial Officer has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority as follows:

1. **South Jersey Energy Company** shall be and is hereby determined to be the lowest complying and responsible bidder for **Electric Generation Supply Service for the Bergen County Utilities Authority** constituting **Contract No. 14-09**, for a term of **Twenty-Four (24) Months** at the rate of **\$0.08131 per kWh for an estimated total sum of \$3,516,658 bid for CIEP Option B Fixed Price.**

2. The Chairman be and he is hereby authorized to execute an agreement with **South Jersey Energy Company** for **Electric Generation Supply Service for the Bergen County Utilities Authority** constituting **Contract No. 14-09**, for a term of **Twenty-Four (24) Months**, at the rate of **\$0.08131 per kWh** for a total estimated sum of **\$3,516,658.**

3. The bid security of all unsuccessful bidders shall be returned in accordance with N.J.S.A. 40A:11-1, et seq.

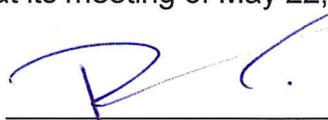
4. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.

5. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with Contract No. 14-09, shall be placed on file and made available for public inspection in the office of the Executive Director, upon execution by **South Jersey Energy Company** and the Authority.

6. A notice of this contract award shall be published in the form prescribed by law.

7. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: May 22, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 05/22/2014
RESOLUTION #: 14-2-030

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE	<u>FUNDS WILL BE CERTIFIED WHEN THE PURCHASE ORDERS ARE ISSUED</u>
FUNDS ARE NOT AVAILABLE	<u> </u>
BUDGET ACCOUNT	<u>W-370-59400-000</u>
VENDOR	<u>SOUTH JERSEY ENERGY CO.</u>
CONTRACT NUMBER	<u>C14-09</u>
REASON	<u>ELECTRIC GENERATION SUPPLY SERVICE</u>
AMOUNT	<u>\$3,516,658.00</u>
CONTRACT LENGTH	<u>JUNE 1, 2014 - MAY 31, 2016</u>


TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, on prior occasion, upon advertisement on the website of the Bergen County Utilities Authority (the "Authority") and pursuant to specifications, the Authority solicited bid proposals for the **Inspection of 4 Sodium Hypochlorite Tanks and 4 Sodium Bisulfite Tanks**, pursuant to and in accordance with **Requisition No. 96214-14**; and

WHEREAS, the following proposals were received by the Authority on **May 15, 2014** for **Requisition No. 96214-14**:

<u>Vendor</u>	<u>Total Amount Bid</u>
Petro-Mechanics, Inc. Lafayette, NJ	\$19,480.00
PCA Engineering, Inc. Pompton Lakes, NJ	\$63,600.00

WHEREAS, this procurement item is below the Authority's bid threshold of \$36,000.00; and

WHEREAS, this contract has been solicited through a publicly advertised bidding process and publicly bid contracts are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Authority's Qualified Purchasing Agent has reviewed the bid proposals and has recommended that **Petro-Mechanics, Inc.** should be awarded **Requisition No.96214-14**, in accordance with N.J.S.A. 40A:11-4 et seq. as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **Petro-Mechanics, Inc.** constitutes the lowest complying and responsible bidder for **Requisition No. 96214-14**, in accordance with N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the award of the Contract is necessary for the efficient operation of the Authority; and

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose; and

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority as follows:

1. **Petro-Mechanics, Inc.** shall be and is determined to be the lowest complying and responsible bidder for the **Inspection of 4 Sodium Hypochlorite Tanks and 4 Sodium Bisulfite Tanks** constituting **Requisition No.96214-14** for a total sum of **\$19,480.00**.

2. The Executive Director shall be and he is hereby authorized to execute an agreement with **Petro-Mechanics, Inc. of 18 Prices Lane, Lafayette, New Jersey 07848** for the **Inspection of 4 Sodium Hypochlorite Tanks and 4 Sodium Bisulfite Tanks**, constituting **Requisition No. 96214-14** for the total sum of **\$19,480.00**.

3. The bid security of all unsuccessful bidders shall be returned in accordance with N.J.S.A. 40A:11-1, et seq.

4. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.

5. A copy of this Resolution and the agreement executed pursuant to this Resolution, along with **Requisition No. 96214-14**, shall be placed on file and made available for public inspection in the office of the Executive Director upon execution by Petro-Mechanics, Inc. and the Authority.

6. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14b.

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.


Richard Wierer
Acting Secretary

Dated: May 22, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 05/22/2014
RESOLUTION #: 14-2-031

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT W-260-61100-000

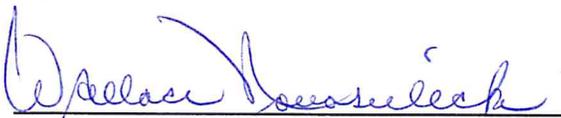
VENDOR PETRO-MECHANICS, INC.

CONTRACT NUMBER REQ. 96214-14

REASON INSPECTION OF SODIUM HYPOCHLORITE &
SODIUM BISULFITE TANKS

AMOUNT \$19,480.00

CONTRACT LENGTH



TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, there exists the need for the **Removal, Inspection, and Re-Building of Grit Chamber #3 Dorr Oliver Mechanical Sweep** in order to ensure the necessary and efficient operations of the Bergen County Utilities Authority (the "Authority"); and

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-12, provides that contracting units may purchase goods and/or services pursuant to contracts authorized by the State of New Jersey without the necessity of public bidding therefore; and

WHEREAS, the Authority is a member of the North Jersey Wastewater Cooperative Pricing System; and

WHEREAS, contract **A897A-1** has been designated as a Cooperative pricing system contract with the lead agency being Passaic Valley Sewerage Commission (PVSC); and

WHEREAS, **GMH Associates of America, Inc.** has been awarded Co-op Contract **A897A-1** for **Various Manufacturer Pumps and Motors-Repair and Replacement and Installation**; and

WHEREAS, on May 7, 2014, **GMH Associates of America, Inc.** provided the Authority with a quote for the **Removal, Inspection, and Re-Building of Grit Chamber #3 Dorr Oliver Mechanical Sweep** under Co-op Contract **A897A-1**, in the total sum of **\$35,944.30**; and

WHEREAS, the Authority's Plant Manager has reviewed the quote provided to the Authority by **GMH Associates of America, Inc.** and has recommended that **GMH Associates of America, Inc.** be awarded and issued a purchase order as per the quote provided; and

WHEREAS, the **Removal, Inspection, and Re-Building of Grit Chamber #3 Dorr Oliver Mechanical Sweep** may be procured through Co-op Contract **A897A-1** for a total sum of **\$35,944.30** as quoted by **GMH Associates of America, Inc.**; and

WHEREAS, contracts awarded pursuant to authorization from the State of New Jersey are in compliance with the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the Authority's Chief Financial Officer has certified that funds are available for this purpose; and

WHEREAS, the award of this Contract is necessary for the efficient operation of the Authority.

14-2-032

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority, as follows:

1. The Executive Director, or his designee, shall be and is hereby authorized to execute a purchase order, or purchase orders as may be required, for the **Removal, Inspection, and Re-Building of Grit Chamber #3 Dorr Oliver Mechanical Sweep** in the total sum of **\$35,944.30**, as per the quote of **GMH Associates of America, Inc.** dated May 7, 2014 and in accordance with the terms of New Jersey Co-op Contract **A897A-1**.

2. The Chief Financial Officer's Certification that funds are available shall be on file at the Authority and made a part hereof.

3. The formal action(s) of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14B-14(b).

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: May 22, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 05/22/2014
RESOLUTION #: 14-2-032

THIS IS TO CERTIFY TO THE COMMISSIONERS OF THE BERGEN COUNTY UTILITIES
AUTHORITY THAT THERE ARE:

FUNDS AVAILABLE X

FUNDS ARE NOT AVAILABLE

BUDGET ACCOUNT W-550-61200-000

VENDOR GMH ASSOCIATES OF AMERICA, INC.

CONTRACT NUMBER CO-OP CONTRACT A897A-1

REASON REMOVAL, INSPECTION & RE-BUILDING OF
GRIT CHAMBER #3

AMOUNT \$35,944.30

CONTRACT LENGTH



TREASURER/CFO

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, pursuant to and in accordance with N.J.S.A. 40:14B-20(12), the Authority is authorized to make and enforce rules and regulations for the management and regulation of the use, maintenance and operation of the utility system(s) it operates; and

WHEREAS, the Executive Director is authorized to regulate the work force for maximum productivity and efficiency in accordance with and pursuant to New Jersey Civil Service Statutes and those rights expressly reserved by the Collective Negotiations Agreements; and

WHEREAS, by way of Resolution dated August 12, 2004, the Authority adopted a Personnel Manual, formulated with the assistance of the Authority's labor counsel, consistent with the principles of total quality management and regulations promulgated by the New Jersey Department of Personnel and Civil Service statutes; and

WHEREAS, the Personnel Manual was adopted to clearly state the Authority's positions on policies effecting personnel and to serve as a guide with respect to employment with the Authority as well as to assist Authority employees with an understanding of employment procedures and practices, benefits and policies; and

WHEREAS, the Authority is committed to adhering to state and federal military leave laws and recognizes the important role played by veterans and service members in protecting our country; and

WHEREAS, in furtherance of this commitment, the Authority, with the assistance of its labor counsel, has revised the Personnel Manual to update the Policy relating to Military Leave; and

WHEREAS, the Commissioners of the Authority recognize that the revision to the Personnel Manual, in the form attached hereto and made a part hereof, is necessary for the efficient operation of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority that the revision to the Personnel Manual to update the Military Leave Policy, in the form attached hereto and made a part hereof, shall be and is hereby adopted; and

BE IT FURTHER RESOLVED that the adopted revision to the Military Leave Policy supersedes all previous versions of said policy in any handbooks, manuals, guidelines and/or policies prepared and/or distributed by the Authority at anytime in the past and as such, no employee should rely on any provision contained in any such superseded document; and

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BE IT FURTHER RESOLVED to the extent that the revised Military Leave Policy conflicts with the provisions contained in a valid collective negotiations agreement, the terms of the agreement shall govern and supersede to the extent that it may provide greater benefits than those conferred under the Policy; and

BE IT FURTHER RESOLVED that each Authority employee will receive a copy of the revised Military Leave Policy and sign a receipt therefore; and

BE IT FURTHER RESOLVED that the formal actions of the Commissioners of the Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to N.J.S.A. 40:14B-14(b).

I hereby certify the foregoing to be a true copy of the Resolution adopted by the Bergen County Utilities Authority at its meeting of May 22, 2014.



Richard Wierer
Acting Secretary

Dated: May 22, 2014

4. Military Leave

A. General Policy. Employees who are members of the uniformed services of the United States military shall be entitled to unpaid leave for the length of their voluntary or involuntary military training and/or military service not to exceed a period of five (5) years in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). An employee may, but is not required to, use accumulated leave time toward military service. Upon return from military service, employees shall retain their position with the BCUA so long as the employee has not been dishonorably discharged and so long as the employee returns to work within a reasonable time after discharge, as defined by USERRA. Employees returning from qualifying military duty shall be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

B. Benefits.

- i. **Health Benefits.** Employees performing military duty for less than 31 days shall continue to receive health care coverage as if the employee had remained employed with the BCUA. Employees performing military duty for more 31 days or more may elect to continue BCUA-sponsored health care for up to 24 months; however, such employees may be required to pay up to 102 percent of the full premium.
- ii. **Pension Benefits.** For purposes of pension plan participation, vesting, and accrual of benefits, military service shall be treated as continuous service with the BCUA.
- iii. **Seniority.** Employees reinstated following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.
- iv. **FLMA Leave.** An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at the BCUA.

C. Reinstatement. Upon an employee's timely application for reinstatement (as defined in Section D below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service.

- i. **For a period of 1 to 90 days of military service:**

- (a) in the position of employment in which the person would have been employed if his or her continuous employment with the BCUA had not been interrupted by military service, the duties of which the person is qualified to perform; or
- (b) in the position of employment in which the person was employed on the date of the commencement of military service, only if the person is not qualified to perform the duties of the position referred to in subparagraph (a) after reasonable efforts by the BCUA to qualify the person.

ii. For a period of 91 or more days of military service:

- (a) in the position of employment in which the person would have been employed if his or her continuous employment with the BCUA had not been interrupted by military service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform; or
- (b) in the position of employment in which the person was employed on the date of the commencement of military service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform, only if the person is not qualified to perform the duties of a position referred to in subparagraph (a) after reasonable efforts by the BCUA to qualify the person.

- iii. Employee with a service-related disability.** If after reasonable accommodation efforts by the BCUA, an employee with a service-related disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the BCUA; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation. However, the BCUA is excused from making efforts to qualify returning service members or from accommodating individuals with service-related disabilities if doing so would be of such difficulty or expense as to cause "undue hardship."

D. Application for Reinstatement. An employee who has engaged in military service must, in order to be entitled to the reinstatement rights set forth above, submit an application for reinstatement according to the following schedule:

- i. **If service is less than 31 days.** The employee must report for reinstatement at the beginning of the first full regularly scheduled

working period on the first calendar day following the completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.

- ii. **If service is 31 days through 180 days.** The employee must submit an application for reinstatement to the BCUA no later than fourteen (14) days following the completion of service.
- iii. **If service is 181 days or more.** The employee must submit an application for reinstatement with the BCUA no later than ninety (90) days following the completion service.
- iv. **Where the employee is hospitalized or convalescing from a service-related injury or disability.** If the employee is hospitalized or convalescing from a service-related injury or disability, he or she must submit an application for reinstatement with the BCUA no later than two (2) years following completion of service.

E. Exceptions to Reinstatement. In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- i. The BCUA's circumstances have so changed as to make reemployment impossible or unreasonable.
- ii. The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- iii. The employee did not receive an honorable discharge from military service.

F. Service Member Family Leave. In accordance with the Family and Medical Leave Act (FMLA), eligible employees who are the spouse, child, parent, or next of kin of a covered military service member may be entitled to:

- i. **Qualifying Exigency Leave** - Up to twelve (12) weeks of unpaid leave, during a single 12-month period if their spouse, child, or parent is deployed to a foreign country for military service or if other qualifying exigencies arise, as provided by federal law; and/or
- ii. **Military Caregiver Leave** - Up to fourteen (14) weeks of additional unpaid leave during a single 12-month period (for a total of 26 weeks if combined with other FMLA leave), to care for a covered service

member who incurred a serious injury or illness in the line of active duty in the Armed Forces.

G. Required Notice and Documentation. When requesting the above leave, employees may, in accordance with applicable law, be required to provide the following notice and documentation.

- i. **Military Leave** – When requesting military leave, an employee must provide advanced written or oral notice to the BCUA that he or she is leaving for military training or service unless advanced notice is impossible due to military necessity. Employees seeking military leave are requested to submit their military service orders to the Personnel Administrator prior to the commencement of the leave and employees with reserve duty obligations are requested to provide the Personnel Administrator a copy of their drill schedule for the time they are scheduled to fulfill their inactive duty military obligations. Written documentation of an employee's military orders is required to be submitted in any case where any employee leave of absence lasts more than thirty (30) days. An employee's manager will, upon the employee's reinstatement, request that the employee provide the BCUA with military discharge documentation (DD214) that establishes the length and character of the employee's military service.
- ii. **Service Member Family Leave (Qualifying Exigency)** – An employee is required to provide notice that includes: (1) A copy of the military member's active duty orders; (2) A statement or description of the appropriate facts regarding the exigency; (3) The approximate date on which the leave began (or will begin); and (4) the contact information for any third party the employee is meeting. Notice and documentation should be provided in advance wherever possible.
- iii. **Service Member Family Leave (Military Caregiver)** – An employee is required to provide a certification of a health care professional supporting the leave request that includes: (1) Contact information for the authorized health care provider completing the certification, the type of medical practice or specialty, and affiliation with the military, if any; (2) Whether the injury or illness was incurred or aggravated by service in the line of duty on active duty, when it began or was aggravated, and its likely duration; (3) A statement of appropriate facts regarding the military service member's health condition sufficient to support the need for FMLA leave; (4) Information to show that the service member needs care and estimates for the period and dates of treatment or recovery needed; (5) If care is needed intermittently or

on a reduced schedule, the schedule of treatments or appointments, or an estimate of the frequency and duration of periodic care; (6) The employee's name, the name of the covered service member, and the employee's relationship to the service member; and (7) Information on the service member's branch, rank, and unit assignment or the veteran's date and type of separation. Notice and documentation should be provided in advance wherever possible.

H. State Militia Members. Similar rights apply to members of the State militia when called to active duty by the Governor, except that State militia members who require leave for training or active duty with the State militia are entitled to be paid their regular wages for the first ninety (90) days of their service in accordance with State law. Employees who are full-time temporary employees that have been employed by the BCUA for less than a year at the time their State militia service begins shall be entitled to leave without pay, but without loss of time. Leave of absence for State military duty shall be in addition to the regular vacation or other accrued leave. See N.J.S.A. 38A:4-4.