

**BERGEN COUNTY UTILITIES AUTHORITY
MINUTES OF THE REGULAR MEETING
DECEMBER 18, 2014**

**In the matter of the 430th Regular Meeting of
The Bergen County Utilities Authority**

1. The **proof of meeting notice** calling the December 18, 2014 meeting was read into the record by Richard Wierer, Acting Secretary.

2. Roll Call:

COMMISSIONERS PRESENT:

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

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

3. Motion that the Minutes covering the November 25, 2014 Work Session be approved was moved by Commissioner Schooler and seconded by Commissioner Zilocchi and was carried. A roll call was taken and Commissioners Lorenzo abstained.
4. Chairman Vaccaro 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.
5. FINANCE AND LEGAL COMMITTEE;

Resolution 14-1-059 – Approve bills and the claims supported by vouchers totaling \$6,174,498.60 and authorize the Acting Treasurer to issue the necessary checks therefor, and to charge the accounts indicated, all as more fully set forth on the Acting Treasurer's check list. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-060 - Resolution designating the "Official" newspapers for 2015. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-061 – Resolution approving five cent (\$0.05) charge to cover expenses for Notices of Meeting Schedule. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-062 – Approve Adoption of the 2015 Solid Waste Management Budget. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-063 – Approve Adoption of the 2015 Water Pollution Control Budget. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-064 – Resolution to adopt 2015 Solid Waste Disposal Schedule of charges. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-065 – Resolution to adopt the 2015 Schedule of Wastewater User Charges. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-066 – Ratify and Approve Financial Actions directed by Mathew McCarter, Acting Treasurer, during the month of November 2014. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-1-067 – Approval of Construction Agreement and Final Plans and Specifications relating to Proposed Permanent and Temporary Easements granted to PSE&G pursuant to Resolution No. 14-2-043 Adopted July 24, 2014. Motion to adopt the resolution was made by Commissioner Cassella and Seconded by Commissioner Schooler. A roll call was taken and the resolution was adopted as reflected in these minutes.

6. CONSTRUCTION & ENGINEERING COMMITTEE:

Resolution 14-2-063 – Authorize Professional Services Agreement – Surveying for Edgewater Force Main –Neglia Engineering Associates. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by

Commissioner Zilocchi. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-064 – Award Contract C-189 to PKF-Mark III, Inc. - Replacement of Feeders N-2, MCC 4-A and MCC 4-B. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner Zilocchi. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-065 – Award Contract C-188 to EACM Corp. - Fuel Farm Fire Suppression System Replacement. Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner Zilocchi. A roll call was taken and the resolution was adopted as reflected in these minutes.

Resolution 14-2-066 – Authorize the Exercise of Final One year option for Contract 13-01 with J. Fletcher Creamer & Son, Inc. for Annual Buried Infrastructure On Call Sewer Repair/Replacement Work (One Year with Two (2) One (1) Year Options). Motion to adopt the resolution was made by Commissioner Phillips and Seconded by Commissioner Zilocchi. A roll call was taken and the resolution was adopted as reflected in these minutes.

7. PERSONNEL & ADMINISTRATION COMMITTEE:

Resolution 14-3-012 – Approve Renewal of Third Party Administration Service Agreement with IDA for the BCUA Self Insurance Health Benefits for a one (1) year term. 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.

Resolution 14-3-013 – Approve Renewal of Cafeteria Plan Section 125 Flexible Spending Account Administration Service Agreement with IDA for a one (1) year term. 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.

Resolution 14-3-014 – Approve Renewal of Third Party Administration Service Agreement with Delta Dental of New Jersey, Inc. for a one (1) year term. 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.

8. Chairman Vaccaro announced a short recess to allow time for the Acting Secretary to prepare minutes of this Regular Meeting.
9. Chairman Vaccaro announced the Regular Meeting would reconvene.

BERGEN COUNTY UTILITIES AUTHORITY
 Minutes of the Regular Meeting
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10. The Acting Secretary then distributed proposed minutes of the December 18, 2014 Regular Meeting for review by the Commissioners.
11. Move to approve the Minutes of the Regular Meeting of December 18, 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 December 18, 2014 was made by Commissioner Vaccaro and second by Commissioner Cassella and was unanimously carried.
12. Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Resolution #	14-1-059	14-1-060	14-1-061	14-1-062	14-1-063	14-1-064
Chairman Vaccaro	Y	Y	Y	Y	Y	Y
Comm. Phillips	Y	Y	Y	Y	Y	Y
Comm. Bentz	Y	Y	Y	Y	Y	Y
Comm. Cassella	Y	Y	Y	Y	Y	Y
Comm. DeLisio	Y	Y	Y	Y	Y	Y
Comm. Juliano	R	Y	Y	Y	Y	Y
Comm. Lorenzo	Y	Y	Y	Y	Y	Y
Comm. Schooler	Y	Y	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y	Y	Y

Resolution #	14-1-065	14-1-066	14-1-067
Chairman Vaccaro	Y	Y	Y
Comm. Phillips	Y	Y	Y
Comm. Bentz	Y	Y	Y
Comm. Cassella	Y	Y	Y
Comm. DeLisio	Y	Y	Y
Comm. Juliano	Y	Y	Y
Comm. Lorenzo	Y	Y	Y
Comm. Schooler	Y	Y	Y
Comm. Zilocchi	Y	Y	Y

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Resolution #	14-2-063	14-2-064	14-2-065	14-2-066
Chairman Vaccaro	Y	Y	Y	Y
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	Y	Y	Y	Y
Comm. Lorenzo	Y	Y	Y	Y
Comm. Schooler	Y	Y	Y	Y
Comm. Zilocchi	Y	Y	Y	Y

Resolution #	14-3-012	14-3-013	14-3-014
Chairman Vaccaro	Y	Y	Y
Comm. Phillips	Y	Y	Y
Comm. Bentz	Y	Y	Y
Comm. Cassella	Y	Y	Y
Comm. DeLisio	Y	Y	Y
Comm. Juliano	Y	Y	Y
Comm. Lorenzo	Y	Y	Y
Comm. Schooler	Y	Y	Y
Comm. Zilocchi	Y	Y	Y

Y = Yes R = Recuse A = Abstain N = No - = Absent
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Respectfully submitted;

Richard Wierer
 Acting Secretary

December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the New Jersey Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires that public bodies, such as the Authority, designate two newspapers as being the official newspapers of the Authority, which newspapers have the greatest likelihood of informing the public within the Authority's jurisdiction of its meetings, for the purpose of receiving adequate notice as defined and prescribed by N.J.S.A. 10:4-8(d); and

WHEREAS, The Record and The North Jersey Herald News constitute qualified newspapers to serve as legal or "Official" newspapers within the meaning of N.J.S.A. 35:1-2; and

NOW THEREFORE BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that The Record and The North Jersey Herald News be and are hereby designated by the Authority as authorized to receive notices required by N.J.S.A. 10:4-8(d);

BE IT FURTHER RESOLVED by the Commissioners of The Bergen County Utilities Authority that, effective for the year commencing January 1, 2015 The Record and The North Jersey Herald News shall be and are hereby designated as the Authority's official newspapers; and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4-6 et seq., the ("Act")) became law on January 19, 1976; and

WHEREAS, N.J.S.A. 10:4-19 provides that any person may request that The Bergen County Utilities Authority mail copies of any regular meeting schedule revision and any advance written notice of any regular, special or rescheduled meeting or provide advance written notice, pursuant to Section 3(d) of the Act; and

WHEREAS, the Act allows The Bergen County Utilities Authority to require prepayment by such person of a reasonable sum to cover the costs of providing such notice; and

WHEREAS, the Act further provides that the resolution establishing the charge to cover the costs of reproduction and mailing the notices sought by the news media may be mailed to the news media free of charge;

NOW, THEREFORE, BE IT RESOLVED that, for one year commencing January 1, 2015, The Bergen County Utilities Authority hereby establishes that to all other persons other than The Record and The North Jersey Herald and News, the reasonable charge for notices requested pursuant to N.J.S.A. 10:4-19 shall be five cents (\$.05) per notice to cover the costs of reproduction and mailing; and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Solid Waste Division's Annual Budget and Capital Budget/Program for The Bergen County Utilities Authority's Solid Waste Division for the fiscal year beginning January 1, 2015 and ending December 31, 2015 has been presented for adoption to the Commissioners of The Bergen County Utilities Authority at its public meeting of December 18, 2014; and

WHEREAS, the Solid Waste Division's Annual Budget and Capital Budget, as presented for adoption, reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Solid Waste Division's Annual Budget, as presented for adoption, reflects Total Revenues of \$6,560,742, total Appropriations, including any Accumulative Deficit, if any, of \$7,928,972 and total Unreserved Retained Earnings utilized of \$1,368,230. and

WHEREAS, the Solid Waste Division's Capital Budget, as presented for adoption, reflects Total Capital Appropriations of \$0.00 and Total Unreserved Retained Earnings planned to be utilized of \$0.00;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority, at its public meeting held on December 18, 2014, that the Solid Waste Division's Annual Budget and Capital Budget/Program for The Bergen County Utilities Authority for the fiscal year period beginning January 1, 2015 and ending December 31, 2015 is hereby adopted and shall constitute the appropriations for the purposes stated; and

BE IT FURTHER RESOLVED that the Solid Waste Division's Annual Budget and Capital Budget/Program, as presented for adoption, reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Annual Budget and Capital Budget/Program for The Bergen County Utilities Authority's Water Pollution Control System for the fiscal year beginning January 1, 2015 and ending December 31, 2015 has been presented for adoption by the Commissioners of The Bergen County Utilities Authority at its public meeting of December 18, 2014; and

WHEREAS, the Water Pollution Control System Annual Budget and Capital Budget, as presented for adoption, reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Water Pollution Control System Annual Budget as presented for adoption reflects Total Revenues of \$72,928,028, total Appropriations, including any Accumulative Deficit, if any, of \$72,928,028, and total Unreserved Retained Earnings utilized of -0-; and

WHEREAS, the Water Pollution Control System Capital Budget as presented for adoption reflects Total Capital Appropriations of \$10,600,000 and Total Unreserved Retained Earnings planned to utilized of \$0.00;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority, at its public meeting held on December 18, 2014, that the Water Pollution Control System Annual Budget and Capital Budget/Program for The Bergen County Utilities Authority for the fiscal year period beginning January 1, 2015 and ending December 31, 2015 is hereby adopted and shall constitute the appropriations for the purposes stated; and

BE IT FURTHER RESOLVED that the Water Pollution Control System Annual Budget and Capital Budget/Program, as presented for adoption, reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that the below listed schedule of charges for the Solid Waste Division for the year ending December 31, 2015 be adopted, effective January 1, 2015.

**Conditionally, Exempt Small Quantity Generator
Hazardous Waste Disposal Rates**

The Authority hereby proposes the following Conditionally Exempt Small Quantity Generator Hazardous Waste Disposal Charges to be charged for the Authority's Household Hazardous Waste Collection Programs:

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE DISPOSAL RATE \$0.01 PER POUND TO \$100.00 PER POUND

**Computer and Computer Related Equipment
Recycling Charges**

The Authority hereby proposes the following Recycling Charges to be charged for the delivery of computer and computer related equipment at the BCUA Computer Recycling Program, subject to prevailing market conditions:

COMPUTER AND COMPUTER RELATED EQUIPMENT \$0.00 PER POUND TO \$10.00 PER POUND

and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

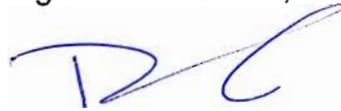
BE IT RESOLVED by the Commissioners of The Bergen County Utilities Authority that the below listed schedule of Wastewater User Charges for the Authority's Water Pollution Control Division for the year 2015 be adopted, effective January 1, 2015 through December 31, 2015.

Operation and Maintenance - Flow	\$1,171.26 Per Million Gallons
Operation and Maintenance - B.O.D.	\$329.94 Per Thousand Pounds
Operation and Maintenance - S.S.	\$248.57 Per Thousand Pounds

and

BE IT FURTHER RESOLVED that the formal action(s) 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

BE IT RESOLVED by the Commissioners of the Bergen County Utilities Authority that the Financial Investment Actions directed by Mathew McCarter, Acting Treasurer, during the month of November 2014 be and are hereby ratified and approved.

1. 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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY RESOLUTION

WHEREAS, on prior occasion, the Public Service Electric and Gas Company (“PSE&G”) informed the Bergen County Utilities Authority (“BCUA”) that it owns the transmission system which services the majority of Bergen County; and

WHEREAS, the Federal Government has divided the electric grid system of the United States into regions; and

WHEREAS, the 13 State plus District of Columbia region, which includes New Jersey, is operated and managed by PJM Interconnection, LLC (“PJM”), a Regional Transmission Organization (“RTO”) regulated by the Federal Energy Regulatory Commission (“FERC”); and

WHEREAS, PJM is responsible for the planning, operation and reliability of the Interstate Transmission System under its functional control, thereby coordinating the movement of wholesale electricity on and across the grid under its jurisdiction; and

WHEREAS, the PJM system serves approximately 60,000,000 customers, dispatching nearly 185,000 megawatts of generation capacity over more than 60,000 miles of transmission lines (a system that serves approximately 20% of the United States economy); and

WHEREAS, PJM’s role as a federally regulated RTO means that it is required to act independently in operating and planning the Regional Transmission System, and in overseeing the wholesale electric market; and

WHEREAS, PSE&G is a member of PJM and is considered a “Transmission Owner” under the Amended and Restated Operating Agreement of PJM Interconnection, LLC (“Operating Agreement”), a copy of which is found on PJM’s website at <http://www.pjm.com/~media/documents/agreements/oa.ashx>; and

WHEREAS, PSE&G has turned over the operation of its transmission system to PJM pursuant to the Operating Agreement; and

WHEREAS, pursuant to FERC Order 888, every transmission owner is to provide open and non-discriminatory access to its transmission system, allowing third parties, known as “merchant transmission providers”, to tap into the utility system and sell power to different areas; and

WHEREAS, the only obligation of the merchant transmission provider is to pay for the fair and reasonable cost of any upgrades that PJM determines are necessary to maintain reliability of the system; and

WHEREAS, Hudson Transmission Partners (“HTP”) is a third party merchant transmission provider who has proposed a merchant transmission project that connects to the PSE&G system in northern New Jersey; and

WHEREAS, HTP submitted an interconnection request pursuant to Section 36.103 of the PJM Tariff; and

WHEREAS, PJM and PSE&G are obligated under FERC Orders 888 to provide access to HTP; and

WHEREAS, PJM has analyzed the proposed HTP system to determine the transmission upgrades necessary to maintain reliability once HTP has tapped into the PSE&G system; and

WHEREAS, PJM has determined that HTP has met the legal requirements to tap into the PSE&G system; and

WHEREAS, PJM has designated PSE&G with construction responsibility for upgrades necessary to maintain the system after HTP’s interconnection; and

WHEREAS, PJM, PSE&G and HTP have entered into an Interconnection Services Agreement which has been approved by FERC, which Agreement provides that PSE&G will construct the necessary upgrades to its system to accommodate the HTP Connection; and

WHEREAS, the additional transmission lines required have been determined to transverse the property owned by the BCUA; and

WHEREAS, the proposed location of the utility lines have been submitted to the BCUA, which previously approved the location, subject to an easement in recordable form and final approval by the BCUA, , with regard to final plans, specifications and requisite terms and conditions (the “Easement”); and

WHEREAS, PSE&G has submitted signed and sealed plans and drawings to BCUA, which were reviewed and approved by BCUA staff and engineers ((the “Final Construction Plans and Specifications”); and

WHEREAS, pursuant to an appraisal report dated August 19, 2014 and written recommendation dated October 6, 2014, provided to BCUA by Robert McNerney, MAI, SRA of McNerney & Associates, Inc., BCUA established the value for the permanent easement and for the temporary use of BCUA property during construction, respectively, for the total sum of \$295,104; and

WHEREAS, the BCUA appraiser’s report and recommendation dated August 19, 2014 and October 6, 2014, respectively, are on file in the office of the BCUA’s Executive Director and available for public inspection; and

WHEREAS, PSE&G and BCUA have finalized for execution a Construction Agreement, annexed hereto and made apart hereof as Exhibit 1, confirming the formal description of the easement and incorporating various terms and conditions governing the construction of the transmission line(s) and appurtenances comprising the project.; and

WHEREAS, PSE&G and BCUA have also reached an agreement to establish an appropriate escrow to cover professional expenses incurred by the BCUA, including but not limited to engineering and attorneys' fees in an initial amount of Fifty Thousand (\$50,000) Dollars subject to replenishment if and when the initial escrow is exhausted; and

WHEREAS, BCUA's Executive Director and Chief Engineer have recommended to the Commissioners that the proposed Easement Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the BCUA do hereby authorize granting PSE&G an Easement approving the Final Construction Plans and Specifications, on file in the office of the Executive Director and Chief Engineer.

BE IT FURTHER RESOLVED, that the final form of Construction Agreement annexed hereto as Exhibit 1, hereto and made apart hereof, is hereby approved and placed on file and made available for public inspection in the office of the Executive Director, upon execution of BCUA and PSE&G.

BE IT FURTHER RESOLVED, that PSE&G pay to the BCUA the sum of \$295,104 as compensation for the acquisition of the Easement.

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



Richard Wierer
Acting Secretary

DATED: December 18, 2014

EXHIBIT 1

CONSTRUCTION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2014 by and between the **BERGEN COUNTY UTILITIES AUTHORITY**, a body politic and corporate of the State of New Jersey, whose address is Foot of Merhoff Road, Little Ferry, New Jersey 07643 (“**BCUA**”) and **PUBLIC SERVICE ELECTRIC & GAS COMPANY**, 80 Park Plaza, Newark, New Jersey 07102 (“**PSE&G**”).

WHEREAS, BCUA, in accordance with its Resolution #14-2-043, dated July 24, 2014 (the “Resolution”), attached hereto as **Exhibit “A”**, granted to PSE&G an easement over certain property of BCUA (the “Easement Area”) attached hereto as **Exhibit “B”** pursuant to that certain Easement Agreement dated on or about the date hereof (the “Easement Agreement”) attached hereto as **Exhibit “C”**; and

WHEREAS, the Resolution, among other various conditions, requires the entry of a construction agreement between PSE&G and BCUA setting forth the terms and conditions of PSE&G’s construction activities within and around the easement granted to it; and

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, BCUA and PSE&G covenant and agree as follows:

Section 1. Each and every provision of the preamble hereof is incorporated herein as if fully set forth herein.

Section 2. PSE&G agrees, at its expense, to furnish, provide and supply all materials, labor, equipment, tools and appliances necessary and proper to complete certain utility improvements within the Easement Area in good, substantial and workmanlike manner, in accordance with the requirements of the Borough of Little Ferry (“Borough”) Zoning Ordinances

and Building Code.

Section 2A. PSE&G agrees to post a five (5) year pavement maintenance bond (“Pavement Maintenance Bond”) or irrevocable Letter of Credit at its own expense, in an amount not to exceed ten percent (10%) of the actual construction cost of final roadway restoration to cover the cost of repairs for any latent pavement defects during such five (5) year period. The Pavement Maintenance Bond or Letter of Credit shall be issued by a bonding or financial institution authorized to issue such bonds or letters of credit and reasonably acceptable to the BCUA.

Should any evidence of ground settlement occur in the cable trench and result in a depression in the pavement asphalt during the term of the five (5) year guarantee period after construction, the ponding that occurs after a rainfall will be measured via a "nickel coin test". If the nickel coin is submerged, and upon a reasonable assessment by the BCUA’s engineer, PSE&G or its designated contractor shall be required to saw cut and remove the asphalt to its full depth and re-compact the cable trench to the densities specified in the construction documents. Then a full depth of asphalt shall be installed in accordance with the asphalt mixes as shown on the construction drawings. The limits of repair work shall be verified by the Authority's Engineer and PSE&G shall not to proceed with any repairs until the limits of repair work are approved. If the nickel coin is not submerged but ponding is still occurring, these areas are to be repaired via the infra-red pavement process in accordance with industry standards. Repairs shall not be accepted until a water test is performed and the BCUA’s engineer approves the aforementioned cable trench pavement restoration work, such approval not being unreasonably withheld.

Section 2B. Upon completion of its work, PSE&G shall submit to the BCUA detailed

“As Built” drawings, certified by a licensed New Jersey Land Surveyor. The “As Built” survey shall show the exact location and sizes of all installed improvements.

Section 2C. Cash deposits in excess of \$5,000.00 shall be deposited in an interest bearing account pursuant to N.J.S.A. 40:55D-53.1. Interest in excess of \$100.00 shall be paid to PSE&G at least annually, subject to the charges for administrative expenses pursuant to the statute.

Section 3. PSE&G, their grantees or assigns, agree to do, in the manner aforesaid the following work and improvements:

a. If the BCUA requires relocation of the PSE&G facilities, PSE&G will pay all costs associated with the relocation of the PSE&G facilities so long as the launch point remains at its existing location and provided BCUA takes all reasonable steps to avoid PSE&G having to relocate its facilities.

b. PSE&G shall provide construction plans and specifications, which shall include the location and size of contractor’s staging area and crane lift plans, if necessary, subject to BCUA’s review and approval. BCUA agrees to grant to PSE&G such temporary construction easements as are reasonably necessary to construct the utility improvements within the Easement Area.

c. PSE&G will provide a noise control plan subject to BCUA’s review and approval, which will include noise control barriers, if necessary, to protect the adjoining residential area from undue noise or disruption.

d. The weekday work hours will be from 7:00 a.m. to 7:00 p.m. and the work on weekends will be done with reasonable advance notice to the BCUA, to be determined by BCUA.

e. PSE&G will establish a procedure subject to BCUA's reasonable approval to limit the deposit of dirt and debris on BCUA roadways.

f. PSE&G shall adopt security clearance procedures that are consistent with such procedures employed previously by the BCUA, in BCUA's sole discretion.

g. PSE&G shall obtain all permits necessary with copies to the BCUA.

h. PSE&G will provide a traffic control plan with emergency access routes reasonably acceptable to the BCUA.

i. PSE&G agrees that the BCUA's designated representative, shall be on site to insure that the select backfill density tests are acceptable to BCUA.

j. PSE&G shall be responsible for providing proper backfill and compaction of sand fill over cables to prevent future pavement settlement.

k. PSE&G shall saw cut pavement for the cable trench as agreed to with the BCUA.

l. PSE&G shall provide public liability, property, and automobile insurance as required by Appendix A of BCUA "Rules and Regulations." Furthermore, PSE&G shall provide and maintain evidence of all insurance coverage required by BCUA, at PSE&G's expense, prior to and during the project, until completed in its entirety.

m. PSE&G shall mill and resurface all BCUA roadways disturbed by construction, including Bio-Solids Road to the Channel Bridge, as shown on PSE&G drawing TU-24-C-30036-3R (Sheet 63), as part of the easement acquisition, including, but not limited to, pavement markings and rumble strip restoration in accordance with the plans and specifications submitted by PSE&G to the BCUA.

Section 4. PSE&G shall deposit \$50,000.00 with the BCUA prior to commencing the work which amount represents the estimated reasonable and average cost of the BCUA for

expenses occasioned by the BCUA as a result of this easement consisting of the following:

- a. Engineering and Inspection Fees
- b. Legal Fees

All payments made from these funds shall be made upon submission of vouchers to the BCUA. All vouchers shall be available for inspection by PSE&G. Any excess deposits shall be refunded to PSE&G after completion of the project and release of the bond. In the event that reasonable costs exceed the deposit, PSE&G shall deposit additional funds to cover the extra costs within thirty (30) business days of request by the BCUA. Failure to deposit additional funds when required shall be considered a default under this Agreement.

Section 5. Prior to the start of construction, PSE&G and its contractor shall meet with BCUA's Engineer, Administrator and Construction Official to discuss the project in detail. At this meeting, PSE&G shall provide a proposed construction schedule.

Section 6. PSE&G agrees to comply with all laws, ordinances and regulations of the federal, State and local government or of any of their respective subordinate agencies, departments or commissions, applicable to the performance of the improvements required by this Agreement.

Section 7. PSE&G further agrees to protect, indemnify and save harmless the BCUA against any claim or demand of any person or property for damage caused by PSE&G and agrees to provide a certificate of insurance for the benefit of the BCUA having coverage of not less than \$2,000,000.00 in single limit for liability and for property damage and further agrees to defend any and all actions arising out of any of the foregoing claims, to notify the BCUA of all such claims, to defend it, and pay counsel fees and expenses of all kinds whatsoever in connection therewith. The BCUA shall be named as an additional insured under the policy.

Section 8. PSE&G shall indemnify and hold harmless BCUA 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 BCUA to the extent same arises out of or results from the work performed or any negligent act, omission or willful misconduct of PSE&G or any employee, licensee, invitee or agent of PSE&G. BCUA shall indemnify and hold harmless PSE&G from and against any claim, demand, suit or action, and liability, loss, damage, or judgment which may arise therefrom, made or filed by any third party against PSE&G 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 BCUA, 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 BCUA.

PSE&G assumes the responsibility for management and disposal of any solid or hazardous waste materials generated during the course of the work in accordance with all applicable federal, state and local laws and regulations. Reuse of soils on site is subject to the approval of the BCUA. Excavated soil that cannot be reused on the Easement Area shall be removed off-site for disposal. PSE&G 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. PSE&G shall provide to BCUA the results and findings of all environmental sampling activities conducted at the Easement Area and any and all environmental reports prepared in association with the work. BCUA reserves the right to take split samples upon request. Removal, handling and testing of any requested split sample will be performed by BCUA at BCUA's cost and expense.

Section 9. It is mutually understood and agreed by the parties hereto that any modification or alteration of the terms and conditions of this Agreement shall not be deemed a

waiver of any other condition or requirement and shall not relieve any surety from its original obligations on a bond.

Section 10. The BCUA has the right to declare PSE&G in default under this Agreement in any one of the following eventualities:

- a. PSE&G abandons the construction of the improvement for a period of six (6) months, unless such abandonment is caused without PSE&G's fault or neglect, by act of God, strikes, lockouts, or other conditions beyond PSE&G's control.
- b. PSE&G fails to deposit additional funds as required by Section 4 of this Agreement.
- c. PSE&G fails to immediately discontinue any work determined by the BCUA, upon written notice to PSE&G, not to be in accordance with the plans approved by the BCUA.

In the event default is declared by the BCUA, the BCUA may undertake to complete those improvements which are necessary to restore the site at PSE&G's sole cost and expense.

Section 11. In the event litigation arises from the installation of utilities within the Easement Area undertaken pursuant to this Agreement and BCUA is made a party defendant to any lawsuit instituted and it becomes necessary for the BCUA to defend such suit, PSE&G agrees to indemnify and hold the BCUA harmless from and against any claims, judgments or liability thereunder.

PSE&G, or its successors in interest, shall defend any such litigation on behalf of the BCUA, at PSE&G's expense.

Section 12. If any provision of this Agreement shall be declared invalid or illegal,

such provisions shall be deemed deleted and the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision has not been contained herein.

Section 13. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

Section 14. This Agreement shall bind and inure to the benefit of the BCUA and PSE&G, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

ATTEST:

ATTEST:

**BERGEN COUNTY UTILITIES
AUTHORITY**

By: _____

**PUBLIC SERVICE ELECTRIC & GAS
COMPANY**

By: _____

EXHIBIT A
RESOLUTION

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Public Service Electric and Gas Company ("PSE&G") owns the transmission system, which services the majority of Bergen County; and

WHEREAS, the Federal Government has divided the electric grid system of the United States into regions; and

WHEREAS, the 13 State plus District of Columbia region which includes New Jersey is operated and managed by PJM Interconnection, LLC ("PJM"), a Regional Transmission Organization ("RTO") regulated by the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, PJM is responsible for the planning, operation and reliability of the Interstate Transmission System under its functional control, thereby coordinating the movement of wholesale electricity on and across the grid under its jurisdiction; and

WHEREAS, the PJM system serves approximately 60,000,000 customers, dispatching nearly 185,000 megawatts of generation capacity over more than 60,000 miles of transmission lines (a system that serves approximately 20% of the United States economy); and

WHEREAS, PJM's role as a federally regulated RTO means that it is required to act independently in operating and planning the Regional Transmission System, and in overseeing the wholesale electric market; and

WHEREAS, PSE&G is a member of PJM and is considered a "Transmission Owner" under the Amended and Restated Operating Agreement of PJM Interconnection, LLC ("Operating Agreement"), a copy of which is found on PJM's website at <http://www.pjm.com/~media/documents/agreements/oa.ashx>; and

WHEREAS, PSE&G has turned over the operation of its transmission system to PJM pursuant to the Operating Agreement; and

WHEREAS, pursuant to FERC Order 888, every transmission owner is to provide open and non-discriminatory access to its transmission system, allowing third parties, known as merchant transmission providers, to tap into the utility system and sell power to different areas; and

WHEREAS, the only obligation of the merchant transmission provider is to pay for the fair and reasonable cost of any upgrades that PJM determines are necessary to maintain reliability of the system; and

14-2-043

WHEREAS, Hudson Transmission Partners (“HTP”) is a third party merchant transmission provider who has proposed a merchant transmission project that connects to the PSE&G system in northern New Jersey; and

WHEREAS, HTP submitted an interconnection request pursuant to Section 36.103 of the PJM Tariff; and

WHEREAS, PJM and PSE&G are obligated under FERC Orders 888 to provide access to HTP; and

WHEREAS, PJM has analyzed the proposed HTP system to determine the transmission upgrades necessary to maintain reliability once HTP has tapped into the PSE&G system; and

WHEREAS, PJM has determined that HTP has met the legal requirements to tap into the PSE&G system; and

WHEREAS, PJM has designated PSE&G with construction responsibility for upgrades necessary to maintain the system after HTP’s interconnection; and

WHEREAS, PJM, PSE&G and HTP have entered into an Interconnection Services Agreement which has been approved by FERC, which Agreement provides that PSE&G will construct the necessary upgrades to its system to accommodate the HTP Connection (which Agreement is attached hereto as Exhibit A); and

WHEREAS, the additional transmission lines required have been determined to transverse the property owned by the Bergen County Utility Authority (“BCUA”); and

WHEREAS, the proposed location of the utility lines have been submitted to the BCUA (a description of which is attached hereto as Exhibit B), which has approved the location subject to an easement in recordable form, and final approval by the BCUA, including but not limited to its engineers and attorneys, with regard to final plans, specifications, terms and conditions, hereinafter the “Easement”; and

WHEREAS, PSE&G has submitted signed and sealed plans and drawings to the BCUA which are being reviewed by BCUA staff and engineers (hereinafter referred to as “Final Construction Plans and Specifications”)

NOW, THEREFORE, the Commissioners of the BCUA hereby approve the Easement described in Exhibit C expressly subject to the following:

1. Final approval by the BCUA of the Final Construction Plans and Specifications;

14-2-043

2. Execution of a Construction Agreement by and between PSE&G and BCUA setting forth the property description of the Easement and incorporating the items listed in Exhibit C attached hereto;

3. Agreement as to the payment by PSE&G to BCUA for the permanent Easement and additional payment for temporary uses of BCUA property during construction;

4. Establishment of appropriate escrow funds as set forth in Exhibit C, paragraph 15;

5. A copy of this Resolution and the final form of agreement executed pursuant to this Resolution shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by PSE&G and BCUA; and

6. The formal action(s) of the Commissioners of the BCUA 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 July 24, 2014.



Richard Wierer
Acting Secretary

DATED: July 24, 2014

14-2-043

EXHIBIT A
INTERCONNECTION SERVICES AGREEMENT

<http://www.pjm.com/~media/documents/agreements/oa.ashx>

14-2-043

14-2-043

EXHIBIT B
LOCATION OF UTILITY LINES AND EASEMENT

14-2-043

EXHIBIT C

1. If the BCUA requires relocation of the PSE&G facilities, PSE&G will pay all costs associated with the relocation of the PSE&G facilities so long as the launch point remains at its existing location.

2. PSE&G shall provide signed and sealed construction plans and specifications, which shall include the location and size of contractor's staging area and crane lift plans, if necessary, subject to BCUA's review and approval.

3. PSE&G will provide a noise control plan subject to BCUA's review and approval, which will include noise control barriers, if necessary, to protect the adjoining residential area from undue noise or disruption.

4. The weekday work hours will be from 7:00 a.m. to 7:00 p.m. and the work on weekends will be done with reasonable advance notice to the BCUA, to be determined by BCUA.

5. PSE&G will set up a wash station to hose down the tires of trucks and have gravel available to handle muddy areas as requested by the BCUA.

6. PSE&G shall adopt security clearance procedures that are consistent with such procedures employed previously by the BCUA, in BCUA's sole discretion.

7. PSE&G shall obtain all permits necessary with copies to the BCUA.

8. PSE&G will provide a traffic control plan with emergency access routes acceptable to the BCUA.

9. PSE&G shall provide an unconditional environmental indemnification for the area of the Easement to the BCUA.

10. PSE&G agrees that the BCUA's designated representative,, shall be on site to insure that the select backfill density tests are acceptable to BCUA.

11. PSE&G shall be responsible for providing proper backfill and compaction of sand fill over cables to prevent future pavement settlement.

12. PSE&G shall saw cut pavement for the cable trench as agreed to with the BCUA.

13. PSE&G shall provide public liability, property, and automobile insurance as required by Appendix A of BCUA "Rules and Regulations." Furthermore, PSE&G shall

14-2-043

provide and maintain evidence of all insurance coverage required by BCUA, at PSE&G's expense, prior to and during the project, until completed in its entirety.

14. PSE&G agrees to provide a five (5) year pavement maintenance bond in the amount of ten percent (10%) of the actual construction cost to cover the cost of repairs for any latent pavement defects during the five (5) year period.

15. PSE&G agrees that it shall provide an escrow to cover professional expenses incurred by the BCUA, including but not limited to engineers and attorneys, in an initial amount of Fifty Thousand (\$50,000.00) Dollars. In the event that the escrow fund is depleted or in deficit, PSE&G shall post additional escrow funds with the BCUA in an amount to be set by the BCUA.

16. PSE&G shall mill and resurface all BCUA roadways disturbed by construction, including Bio-Solids Road to the Channel Bridge, from edge to edge as part of the easement acquisition, including, but not limited to, pavement markings and rumble strip restoration in accordance with the plans and specifications submitted by PSE&G to the BCUA.

17. PSE&G shall provide as-built drawings. Each drawing shall be signed and sealed by a State of New Jersey licensed surveyor.

EXHIBIT B

EASEMENT AREA DESCRIPTION



Carroll Engineering

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

JUNE 25, 2014

**METES AND BOUNDS DESCRIPTION
PUBLIC SERVICE ELECTRIC & GAS COMPANY
20' WIDE PERMANENT UTILITY EASEMENT
BLOCK 23, PORTION LOT 2
BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY**

BEGINNING at a point located at the intersection formed by the easterly line of State Street (60' wide right-of-way) with the southerly line of a 20' wide permanent utility easement to be conveyed to Public Service Electric & Gas Company (as being described herein), said point-of-beginning being located on a tie bearing and distance of, North 00°03'48" East, a distance of 20.67 feet from the intersection of the same with the dividing line between Block 23, Lot 2 and Lot 3, furthermore said beginning point having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011; U.S. Survey Feet) of North: 728,090.2333 feet; East: 619,065.4790 feet, running thence using ground distances and a NAD-83 2011 NJSPCS bearing base;

1. Along the easterly line of said State Street, North 00°03'48" East, a distance of 21.14 feet to a point in line of the same, thence leaving said State Street and continuing through the bounds of Block 23, Lot 2 the following four (4) courses:
2. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 490.00 feet, an arc length of 74.98 feet, turning a central angle of 08°46'02" and having a chord which bears, North 66°22'06" East, a chord distance of 74.90 feet to a point-of-tangency located in line of the same, thence;
3. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North 61°59'05" East, a distance of 403.37 feet to a point-of-curvature located in line of the same, thence;

PSE&G 20' WIDE PERMANENT UTILITY EASEMENT
BLOCK 23, PORTION LOT 2
BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY

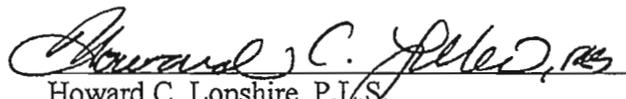
4. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 60.00 feet, an arc length of 23.48 feet, turning a central angle of 22°25'09" and having a chord which bears, North 50°46'31" East, a chord distance of 23.33 feet to a point-of-tangency located in line of the same, thence;
5. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North 39°33'56" East, a distance of 66.68 feet to a point located at the intersection of the same with the dividing line between Block 23, Lot 2 and Lot 1, thence;
6. Along the dividing line between Block 23, Lot 2 and Lot 1, North 62°21'54" East, a distance of 55.20 feet to a point-of-non-tangent curvature located in line of the same, thence through the bounds of Block 23, Lot 2, the following five (5) courses;
7. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on curve to the left, having a radius of 60.00 feet, an arc length of 12.93 feet, turning a central angle of 12°21'03", the chord of which bears, South 45°44'28" West, a chord distance of 12.91 feet to a point-of-tangency located in line of the same, thence;
8. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South 39°33'56" West, a distance of 104.73 feet to a point-of-curvature located in line of the same, thence;
9. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on curve to the right, having a radius of 80.00 feet, an arc length of 31.30 feet, turning a central angle of 22°25'09", the chord of which bears, South 50°46'31" West, a chord distance of 31.10 feet to a point-of-tangency located in line of the same, thence;
10. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South 61°59'05" West, a distance of 403.37 feet to a point-of-curvature located in line of the same, thence;
11. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on curve to the right, having a radius of 510.00 feet, an arc length of 85.03 feet, turning a central angle of 09°33'09", the chord of which bears, South 66°45'40" West, a chord distance of 84.93 feet to the point and place of **BEGINNING**.

Public Service Electric & Gas 20' Wide Permanent Utility Easement as described above containing 12,028 square feet of land or 0.276 Acre, more or less.

PSE&G 20' WIDE PERMANENT UTILITY EASEMENT
BLOCK 23, PORTION LOT 2
BOROUGH OF MOONACHIE
BERGEN COUNTY, NEW JERSEY

Together with a Temporary Construction Easement of variable width as shown on the proposed PSE&G Permanent Utility Easement plan herein described which is attached hereto and made a part hereof.

This description was prepared with reference to a map entitled, "Proposed PSE&G Permanent Utility Easements, Athenia-Bergen U.G. Utility Route Survey (Prj-11018A) Northeast Grid Reliability Project PSEG Services Corporation situated in Borough of Little Ferry Borough of Moonachie Bergen County, New Jersey" prepared by Carroll Engineering 105 Raider Boulevard, Hillsborough, New Jersey 08844, map dated February 17, 2014, last revised June 20, 2014 as revision #3.

 Date 2/23/2014
Howard C. Lopshire, P.L.S.
New Jersey Professional Land Surveyor License Number: 24GS02680300



Carroll Engineering

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

JUNE 25, 2014

**METES AND BOUNDS DESCRIPTION
PUBLIC SERVICE ELECTRIC & GAS COMPANY
PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY**

BEGINNING at a point located at the intersection formed by the U.S. Pierhead & Bulkhead Line of the Hackensack River with the northerly line of a permanent utility easement to be conveyed to Public Service Electric & Gas Company (as being described herein), said point-of-beginning being located on the following two tie bearings and distances as measured along said U.S. Pierhead & Bulkhead Line from the intersection of the same with the dividing line between Block 106.01, Lot 13.01 and Block 107.01, Lot 1:

- a.) Along said U.S. Pierhead & Bulkhead Line, South 00°12'17" East, a distance of 110.10 feet to an angle point in the same, thence;
- b.) Along the same, South 16°59'46" East, a distance of 66.53 feet to said point-of-beginning;

Furthermore, said beginning point having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011; U.S. Survey Feet) of North: 730,370.3002 feet; East: 621,650.9811 feet, running thence using ground distances and a NAD-83 2011 NJSPCS bearing base;

1. Along said U.S. Pierhead and Bulkhead Line of the Hackensack River, South 16°59'46" East, a distance of 20.48 feet to a point located in line of the same at the intersection of the same with the southerly line of the aforementioned permanent utility easement to be conveyed to Public Service Electric & Gas Company (as being described herein), thence through the bounds of Block 106.01, Lots 11 and 13.01 the following seventeen (17) courses;

PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

2. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $85^{\circ}24'58''$ West, a distance of 269.00 feet to a point-of-non-tangent curvature located in line of the same, thence;
3. Through the same, on a curve to the right, having a radius of 55.00 feet, an arc length of 46.54 feet, turning a central angle of $48^{\circ}28'56''$ and having a chord which bears, South $44^{\circ}41'11''$ West, a chord distance of 45.16 feet to a point-of-tangency located in line of the same, thence;
4. Through the same, South $68^{\circ}55'39''$ West, a distance of 25.00 feet to a point located in line of the same, thence;
5. Through the same, North $21^{\circ}11'45''$ West, a distance of 38.16 feet to a point located in line of the same, thence;
6. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $85^{\circ}24'58''$ West, a distance of 50.23 feet to a point-of-curvature located in line of the same, thence;
7. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 80.00 feet, an arc length of 149.97 feet, turning a central angle of $107^{\circ}24'22''$ and having a chord which bears, South $31^{\circ}42'47''$ West, a chord distance of 128.95 feet to a point-of-tangency located in line of the same, thence;
8. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $21^{\circ}59'24''$ East, a distance of 260.08 feet to a point-of-curvature located in line of the same, thence;
9. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 80.00 feet, an arc length of 69.22 feet, turning a central angle of $49^{\circ}34'26''$ and having a chord which bears, South $02^{\circ}47'49''$ West, a chord distance of 67.08 feet to a point-of-tangency located in line of the same, thence;
10. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $27^{\circ}35'01''$ West, a distance of 426.71 feet to a point-of-curvature located in line of the same, thence;

PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

11. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 1010.00 feet, an arc length of 61.93 feet, turning a central angle of $03^{\circ}30'48''$ and having a chord which bears, South $29^{\circ}20'25''$ West, a chord distance of 61.92 feet to a point-of-tangency located in line of the same, thence;
12. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $31^{\circ}05'49''$ West, a distance of 353.23 feet to a point-of-curvature located in line of the same, thence;
13. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 260.00 feet, an arc length of 130.43 feet, turning a central angle of $28^{\circ}44'35''$ and having a chord which bears, South $45^{\circ}28'06''$ West, a chord distance of 129.07 feet to a point-of-tangency located in line of the same, thence;
14. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $59^{\circ}50'24''$ West, a distance of 186.51 feet to a point-of-curvature located in line of the same, thence;
15. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 110.0 feet, an arc length of 22.73 feet, turning a central angle of $11^{\circ}50'20''$ and having a chord which bears, South $65^{\circ}45'34''$ West, a chord distance of 22.69 feet to a point-of-tangency located in line of the same, thence;
16. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $71^{\circ}40'43''$ West, a distance of 46.46 feet to a point-of-curvature located in line of the same, thence;
17. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 90.00 feet, an arc length of 16.82 feet, turning a central angle of $10^{\circ}42'39''$ and having a chord which bears, South $66^{\circ}19'24''$ West, a chord distance of 16.80 feet to a point-of-tangency located in line of the same, thence;
18. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, South $60^{\circ}58'04''$ West, a distance of 1028.48 feet to a point located at the intersection of the same in or near the center of the Losen Slote, said center of the Losen Slote being the approximate municipal boundary line between the Borough of Little Ferry and The Borough of Moonachie, thence;

PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

19. Following along or near the center of said Losen Slote, being the approximate municipal boundary line between the Borough of Little Ferry and the Borough of Moonachie, North $43^{\circ}15'19''$ West, a distance of 20.63 feet to a point located at the intersection of the same with the northerly line of the aforementioned permanent utility easement to be conveyed to Public Service Electric & Gas Company (as being described herein), thence through the bounds of Block 106.01, Lots 11, 13.01 & 13.04 the following seventeen (17) courses;
20. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North $60^{\circ}58'04''$ East, a distance of 1033.55 feet to a point-of-curvature in the same, thence;
21. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 110.00 feet, an arc length of 20.56 feet, turning a central angle of $10^{\circ}42'39''$ and having a chord which bears, North $66^{\circ}19'24''$ East, a chord distance of 20.53 feet to a point-of-tangency located in line of the same, thence;
22. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North $71^{\circ}40'43''$ East, a distance of 46.46 feet to a point-of-curvature located in line of the same, thence;
23. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 90.00 feet, an arc length of 18.60 feet, turning a central angle of $11^{\circ}50'20''$ and having a chord which bears, North $65^{\circ}45'34''$ East, a chord distance of 18.56 feet to a point-of-tangency located in line of the same, thence;
24. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North $59^{\circ}50'24''$ East, a distance of 186.51 feet to a point-of-curvature located in line of the same, thence;
25. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 240.00 feet, an arc length of 120.40 feet, turning a central angle of $28^{\circ}44'35''$ and having a chord which bears, North $45^{\circ}28'06''$ East, a chord distance of 119.14 feet to a point-of-tangency located in line of the same, thence;
26. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North $31^{\circ}05'49''$ East, a distance of 353.23 feet to a point-of-curvature located in line of the same, thence;

PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

27. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 990.00 feet, an arc length of 60.70 feet, turning a central angle of 03°30'48" and having a chord which bears, North 29°20'25" East, a chord distance of 60.69 feet to a point-of-tangency located in line of the same, thence;
28. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North 27°35'01" East, a distance of 426.71 feet to a point-of-curvature located in line of the same, thence;
29. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the left, having a radius of 60.00 feet, an arc length of 51.91 feet, turning a central angle of 49°34'26" and having a chord which bears, North 02°47'49" East, a chord distance of 50.31 feet to a point-of-tangency located in line of the same, thence;
30. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North 21°59'24" West, a distance of 260.08 feet to a point-of-curvature located in line of the same, thence;
31. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 100.00 feet, an arc length of 89.69 feet, turning a central angle of 51°23'22" and having a chord which bears, North 03°42'17" West, a chord distance of 86.72 feet to a point-of-non-tangency located in line of the same, thence;
32. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2"pvc underground conduit, North 27°40'52" West, a distance of 186.87 feet to a point-of-curvature located in line of the same, thence;
33. Through the same, parallel with and 5' as measured perpendicularly from the centerline of proposed 2"pvc underground conduit, on a curve to the left, having a radius of 45.00 feet, an arc length of 8.86 feet, turning a central angle of 11°16'44" and having a chord which bears, North 33°19'14" West, a chord distance of 8.84 feet to a point-of-tangency located in line of the same, thence;
34. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2"pvc underground conduit, North 38°57'35" West, a distance of 158.21 feet to a point-of-curvature located in line of the same, thence;

PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

35. Through the same, parallel with and 5' as measured perpendicularly from the centerline of proposed 2"pvc underground conduit, on a curve to the left, having a radius of 95.00 feet, an arc length of 19.53 feet, turning a central angle of $11^{\circ}46'54''$ and having a chord which bears, North $44^{\circ}51'02''$ West, a chord distance of 19.50 feet to a point-of-tangency located in line of the same, thence;
36. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2"pvc underground conduit, North $50^{\circ}44'30''$ West, a distance of 58.15 feet to a point located at the intersection of the same with the dividing line between Block 106.01, Lot 13.04 and Lot 13.06 (Private Row), said point being located on a tie bearing and distance of, North $76^{\circ}12'37''$ East- a distance of 67.72 feet as measured along the same from the intersection of the same with the easterly line of Merhoff Road, thence;
37. Along the dividing line between Block 106.01, Lot 13.04 & Lot 13.06 (Private Row), North $76^{\circ}12'37''$ East, a distance of 12.51 feet to a point located at the intersection of the same with the easterly line of the aforementioned permanent utility easement to be conveyed to Public Service Electric & Gas Company (as being described herein), thence through the bounds of Block 106.01, Lots 13.04 & 13.01 the following seven (7) courses;
38. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2"pvc underground conduit, South $50^{\circ}44'30''$ East, a distance of 50.62 feet to a point-of-curvature located in line of the same, thence
39. Through the same, parallel with and 5' as measured perpendicularly from the *centerline of proposed 2"pvc underground conduit, on a curve to the right, having* a radius of 105.00 feet, an arc length of 21.59 feet, turning a central angle of $11^{\circ}46'54''$ and having a chord which bears, South $44^{\circ}51'02''$ East, a chord distance of 21.55 feet to a point-of-tangency located in line of the same, thence;
40. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2"pvc underground conduit, South $38^{\circ}57'35''$ East, a distance of 158.21 feet to a point-of-curvature located in line of the same, thence;
41. Through the same, parallel with and 5' as measured perpendicularly from the centerline of proposed 2"pvc underground conduit, on a curve to the right, having a radius of 55.00 feet, an arc length of 10.83 feet, turning a central angle of $11^{\circ}16'44''$ and having a chord which bears, South $33^{\circ}19'14''$ East, a chord distance of 10.81 feet to a point-of-tangency located in line of the same, thence;

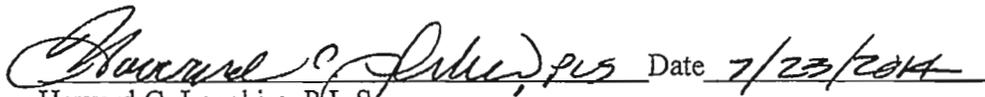
PSE&G PERMANENT UTILITY EASEMENT
BLOCK 106.01, PORTION LOTS 11, 13.01 & 13.04
BOROUGH OF LITTLE FERRY
BERGEN COUNTY, NEW JERSEY

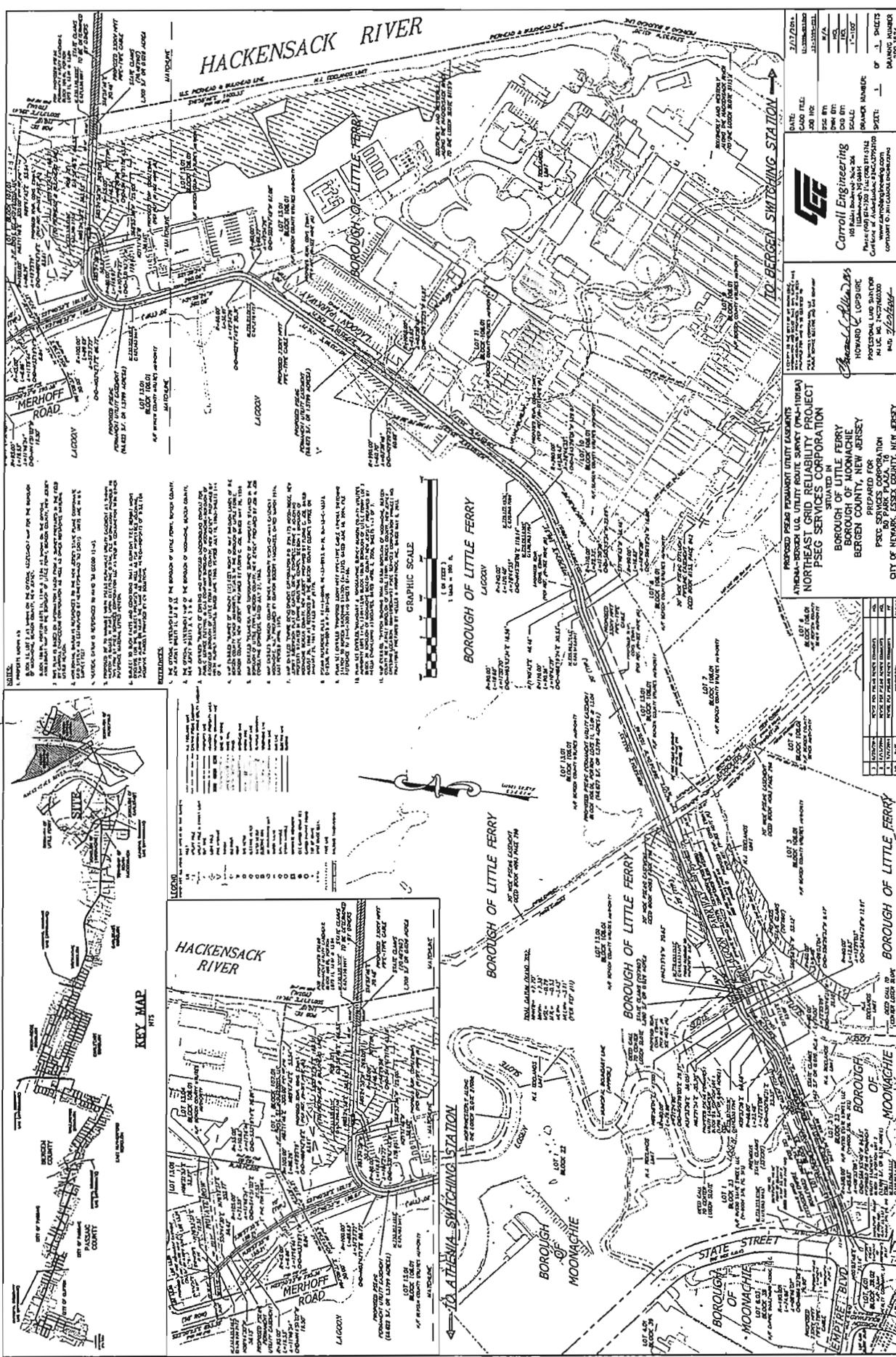
42. Through the same, parallel with and 5' as measured perpendicularly from the centerline of a proposed 2" pvc underground conduit, South 27°40'52" East, a distance of 181.19 feet to a point-of-non-tangent curvature located in line of the same, thence;
43. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, on a curve to the right, having a radius of 100.00 feet, an arc length of 86.26 feet, turning a central angle of 49°25'19" and having a chord which bears, North 60°42'18" East, a chord distance of 83.61 feet to a point-of-tangency located in line of the same, thence;
44. Through the same, parallel with and 10' as measured perpendicularly from the centerline of the proposed underground conduit, North 85°24'58" East, a distance of 383.93 feet to the point and place of **BEGINNING**.

Public Service Electric & Gas Permanent Utility Easement as described above containing 68,822 square feet of land or 1.5799 Acres, more or less.

Together with a Temporary Construction Easement of variable width as shown on the proposed PSE&G Permanent Utility Easement plan herein described which is attached hereto and made a part hereof.

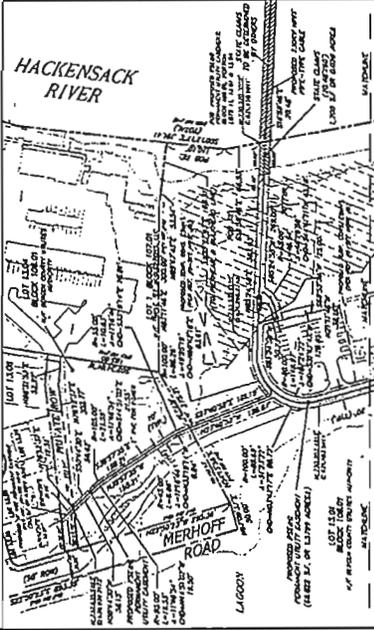
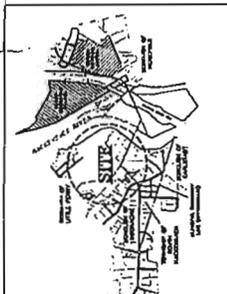
This description was prepared with reference to a map entitled, "Proposed PSE&G Permanent Utility Easements, Athenia-Bergen U.G. Utility Route Survey (Prj-11018A) Northeast Grid Reliability Project PSEG Services Corporation situated in Borough of Little Ferry Borough of Moonachie Bergen County, New Jersey" prepared by Carroll Engineering 105 Raider Boulevard, Hillsborough, New Jersey 08844, map dated February 17, 2014, last revised June 20, 2014 as revision #3.


Howard C. Lopshire, P.L.S. Date 7/23/2014
New Jersey Professional Land Surveyor License Number: 24GS02680300



NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS AND FIELD SURVEY.
2. THE UTILITIES SHOWN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. THE UTILITIES SHOWN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
4. THE UTILITIES SHOWN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
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9. THE UTILITIES SHOWN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
10. THE UTILITIES SHOWN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.



DATE: 2/12/2014
PROJECT: LITTLE FERRY FERRY PROJECT
SCALE: AS SHOWN
DATE: 2/12/2014
PROJECT: LITTLE FERRY FERRY PROJECT
SCALE: AS SHOWN

Carroll Engineering
 100 Main Street, Suite 200
 Little Ferry, NJ 07643
 Phone: (201) 261-1111
 Fax: (201) 261-1112
 www.carrolleng.com
 Contact: 311 Carroll Boulevard

Howard C. Lopshire
 PROFESSIONAL LAND SURVEYOR
 A.L.C. NO. 12424-0000
 P.E. NO. 22528-0000

PREPARED FOR:
 NORTH HAVEN UTILITY SERVICE CORPORATION
 100 Main Street, Suite 200
 Little Ferry, NJ 07643
 (201) 261-1111

PREPARED BY:
 CARROLL ENGINEERING
 100 Main Street, Suite 200
 Little Ferry, NJ 07643
 (201) 261-1111

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/12/2014
2	ISSUED FOR PERMIT	02/12/2014
3	ISSUED FOR PERMIT	02/12/2014
4	ISSUED FOR PERMIT	02/12/2014
5	ISSUED FOR PERMIT	02/12/2014
6	ISSUED FOR PERMIT	02/12/2014
7	ISSUED FOR PERMIT	02/12/2014
8	ISSUED FOR PERMIT	02/12/2014
9	ISSUED FOR PERMIT	02/12/2014
10	ISSUED FOR PERMIT	02/12/2014

PROJECT: LITTLE FERRY FERRY PROJECT
CLIENT: NORTH HAVEN UTILITY SERVICE CORPORATION
LOCATION: LITTLE FERRY, NEW JERSEY
DATE: 2/12/2014
SCALE: AS SHOWN
PROJECT NUMBER: 14-001
SHEET: 1 OF 1
DATE: 2/12/2014

EXHIBIT C
EASEMENT AGREEMENT

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, in 1947, the Bergen County Utilities Authority (the "Authority"), known as that time as the Bergen County Sewerage Authority, was established by the Bergen County Board of Freeholders and chartered to clean-up polluted rivers and streams by replacing individual ineffective, costly, and outdated municipal wastewater treatment plants with a central, more modern, efficient, and effective treatment facility to be located in Little Ferry, New Jersey; and

WHEREAS, in 2007, in accordance with its charter, the Authority acquired the Edgewater wastewater treatment plant located at 520 River Road, Edgewater, New Jersey, from the Edgewater Municipal Utilities Authority (the "Edgewater MUA"); and

WHEREAS, the Edgewater MUA's New Jersey Pollutant Discharge Elimination System ("NJPDES") Surface Water Discharge Permit into the Hudson River required additional treatment for the pollutants copper, zinc, and summer and winter ammonia; and

WHEREAS, the Edgewater MUA entered into a consent order with the New Jersey Department of Environmental Protection (the "NJDEP") including a compliance plan to achieve the additional treatment required for the pollutants copper, zinc, and summer and winter ammonia; and

WHEREAS, the compliance plan required the extension of the existing outfall sewer from the Edgewater MUA wastewater treatment plant at the bulkhead, and more than one thousand (1,000) feet into the Hudson River to provide an adequate dilution and mixing zone resulting in additional treatment; and

WHEREAS, after acquiring the Edgewater MUA's wastewater treatment plant, now known as the Authority's Edgewater Water Pollution Control Facility (the "Edgewater WPCF"), the Authority assumed responsibility for the compliance plan for the outfall extension project; and

WHEREAS, to finance the project at the estimated cost of Eighteen Million Dollars (\$18,000,000.00) and at the lowest possible cost to its ratepayers, the Authority sought a no or low interest loan from the New Jersey Environmental Infrastructure Trust Fund (the "NJEIT"); and

WHEREAS, construction projects financed by the NJEIT with an estimated cost of Ten Million Dollars (\$10,000,000.00) or more require the applicant to perform a value engineering report.

WHEREAS, the Authority’s Commissioners, by way of Resolution 13-2-053 adopted June 27, 2013, retained the professional engineering firm of Alaimo Group of Paterson, NJ, to perform that required value engineering study and report; and

WHEREAS, the value engineering study and report were completed and submitted by Alaimo Group to the Authority on October 1, 2013; and

WHEREAS, the value engineering report determined that the outfall extension project is not the best and most cost efficient means of achieving compliance with the Authority’s NJPDES Surface Water Discharge Permit for the Edgewater WPCF; and

WHEREAS, the value engineering report recommended the closure of the Edgewater WPCF and outfall sewer in favor of the construction of a wastewater pump station and force main project; and

WHEREAS, according to a supplemental report to the value engineering report from Alaimo Group, dated October 22, 2014, the following tabulates the capital costs and operations and maintenance (“O&M”) costs for the Edgewater WPCF outfall extension project and other impending NJDEP permit requirements compared to the Edgewater pump station and force main alternative:

ALTERNATIVES	CAPITAL COST	PRESENT WORTH OF O&M COST	P.W. TOTAL
Edgewater WPCF Improvements – Outfall extension, equipment replacements, and nutrient removal upgrade	\$55,000,000	\$26,700,000	\$81,700,000
Alternative to the Edgewater WPCF Improvements – Convert influent pumping station force main and connection to the Overpeck relief sewer	\$35,700,000	\$11,700,000	\$47,400,000
		Difference	\$34,300,000;

and

WHEREAS, the alternative presenting the least present worth cost is the Alternative to the Edgewater WPCF Improvements, which alternative will pump wastewater from the Edgewater WPCF influent pumping station to the Little Ferry Water Pollution Control Facility (the "Little Ferry WPCF") collection system; and

WHEREAS, the wastewater flow from the Edgewater WPCF, with an average daily flow of up to four million (4,000,000) gallons per day (mgd) mainly discharged from the eastern slope of the Borough of Cliffside Park and the Borough of Edgewater, is proposed to be conveyed through the New Jersey palisades cliffs via a former railroad tunnel, and then connected to the Authority's existing intercepting sewer located in Ridgefield, NJ; and

WHEREAS, the wastewater flows from the Edgewater WPCF are now proposed to be treated in a more efficient, effective, and cost effective manner at the Authority's Little Ferry WPCF on or before July 4, 2019; and

WHEREAS, the Authority's management and its legal and engineering representatives have met with representatives of the NJDEP to obtain the necessary wastewater planning and construction permit applications and approvals to comply with its NJPDES Surface Water Discharge Permit; and

WHEREAS, after the preliminary meeting with the NJDEP representatives, it was determined that certain additional engineering and land surveying services are required to advance the Edgewater pump station and force main project with NJDEP officials and others; and

WHEREAS, there exists the need to engage the services of an engineering firm authorized to provide professional engineering services in the State of New Jersey to serve as **Land Surveying Engineer** for the providing of **Land Surveying Services for the Edgewater Sewage Force Main Project** to the Authority; and

WHEREAS, said engineering 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, these services were solicited through a fair and open process, pursuant to N.J.S.A. 19:44A-20.4 et seq. as **Neglia Engineering Associates** responded to the Authority's publicly advertised "Request for Qualifications" and was qualified as competent to provide consulting engineering services; and

WHEREAS, Neglia Engineering Associates has submitted a Statement of Qualifications and the Commissioners of the Authority have determined that **Neglia Engineering Associates** is competent, qualified and experienced to serve as the Authority's **Land Surveying Engineer**; and

WHEREAS, based on **Neglia Engineering Associates** Statement of Qualifications and prior history, the Authority issued a Request for Proposal (the "RFP") dated September 5, 2014; and

WHEREAS, the RFP provided a scope of work that includes:

- Provide boundary and topographic mapping;
- Research record deeds and maps of properties in question and adjoining parcels sufficient to establish record boundaries along the route;
- Survey elevations and coordinates 50 feet cross sections;
- Utility locations in R.O.W.s (ground penetrating radar);
- Flagging for low level aerial flight;
- Aerial flight;
- Soil borings stakeout;
- ASCII comma separated variable (CSV) MS-DOS text file and print out with hard copies of all survey notes;
- Provide descriptions with metes and bounds and mapping;
- Provide datums;
- Delineated wetlands by a certified wetlands inspector and appropriate mapping and reports; and
- Establish survey baseline and control points;

and

WHEREAS, the RFP specified that the **Land Surveying Engineer** shall be required to indemnify the Authority and provide insurance required by the Authority; and

WHEREAS, the RFP specified that the proposal include a schedule of hourly billing rates; and

WHEREAS, Neglia Engineering Associates has submitted to the Authority a proposal to provide the aforesaid professional engineering services dated December 11, 2014, for an amount not to exceed \$163,270.00 for the **Land Surveying Services for the Edgewater Sewage Force Main Project**, which proposal has been reviewed and determined to be fair and reasonable by the Director of Water Pollution Control/Chief Engineer of the Authority; and

WHEREAS, the proposal included certain attachments, including hourly billing rates, Certificate of Liability Insurance naming Authority as additional insured, New Jersey Business Registration Certificate, Ownership Disclosure Statement, Affirmative Action Compliance Notice and Certificate of Employee Information Report; and

WHEREAS, the Authority has determined, based upon the foregoing, that it is necessary for the efficient operation of the Authority to retain the services of **Neglia Engineering Associates** to serve as **Land Surveying Engineer for the Edgewater Sewage Force Main Project** to the Authority; and

WHEREAS, the Authority desires to appoint and retain **Neglia Engineering Associates** to serve as **Land Surveying Engineer** for the providing of **Land Surveying Services for the Edgewater Sewage Force Main Project** to the Authority for an amount not to exceed the total sum of \$163,270.00; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. provides that a contract for professional engineering services may be awarded without competitive bidding as a "professional service"; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. requires that the resolution authorizing the award of a contract for professional services and the contract itself be available for public inspection; and

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

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

1. That **Neglia Engineering Associates** shall be and is hereby appointed to serve as **Land Surveying Engineer** to the Authority for the providing of **Land Surveying Services for the Edgewater Sewage Force Main Project** to the Authority for an amount not to exceed the total sum of \$163,270.00.

2. The Chairman shall be and is hereby authorized to execute an agreement, similar in form and substance to the agreement on file at the Authority, by and among the Authority and **Neglia Engineering Associates** memorializing the scope of services and hourly billing rates to be paid for such services as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. A copy of this Resolution and the agreement retaining **Neglia Engineering Associates** as **Land Surveying Engineer** pursuant to this Resolution shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by **Neglia Engineering Associates** and the Authority.

4. The total amount authorized to be paid pursuant to the contract herein awarded shall not exceed the total sum of **\$163,270.00** without further action by the Board of Commissioners.

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

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 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 December 18, 2014.



Richard Wierer
Acting Secretary

DATED: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION DATE: 12/18/2014

RESOLUTION #: 14-2-063

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

2008 WPC BOND ISSUE

VENDOR

NEGLIA ENGINEERING ASSOCIATES

CONTRACT NUMBER

E14121801

REASON

LAND SURVEYING SERVICES FOR THE EDGEWATER
SEWAGE FORCE MAIN PROJECT

AMOUNT

NOT TO EXCEED \$163,270

CONTRACT LENGTH

PROJECT COMPLETION



ACTING TREASURER

**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 **Replacement of Feeders N-2, MCC 4-A and MCC 4-B**, pursuant to and in accordance with **Contract No. 189**; and

WHEREAS, the Authority's **Chief Engineer/Director of Water Pollution Control and Consulting Engineer, Alaimo Group** reviewed the bid proposal of Longo Electrical-Mechanical, Inc., the sole bid proposal received by the Authority on September 23, 2014, and have indicated that during their review it was discovered that the bid specifications contained errors concerning, among other things, the actual field conditions, and as a result of those errors the bid documents must be substantially revised: (i) to reflect actual field conditions based upon the identification of cables by the electrical staff of the Authority; (ii) to incorporate Addendum No. 1 dated September 15, 2014; and (iii) to provide for the rental of spare high voltage electrical feeder cables to maintain Authority operations during the period of construction and further indicated that the bid proposal of **Longo Electrical-Mechanical, Inc.** should therefore be rejected so that the bid documents may be so revised to correct and provide for necessary critical characteristics for the **Replacement of Feeders N-2, MCC 4-A and MCC 4-B**, pursuant to and in accordance with **Contract No. C-189** and so that **Contract No. C-189** may then be re-advertised for bid proposals; and

WHEREAS, the Authority's Commissioners, by way of Resolution 14-2-057 adopted October 23, 2014, authorized the Executive Director or his designee to re-advertise for the solicitation of bid proposals for **Contract No. 189 (Rebid)**, pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the following bid proposals were received by the Authority on December 11, 2014 for **Contract No. 189 (Rebid)**:

Vendor	Total Amount Bid
PKF-Mark III, Inc. Newtown, PA	\$532,000.00
Unity Electric, LLC. East Rutherford, NJ	\$687,518.00
Longo Electrical-Mechanical, Inc. Wharton, NJ	\$709,500.00
Multi-Phase Electrical Services, Inc. Closter, NJ	\$795,772.00

Scholes Electric & Communications Piscataway, NJ	\$1,076,353.00
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WHEREAS, the Authority's Chief Engineer/Director of Water Pollution Control and Consulting Engineer, Alaimo Group, have reviewed the bid proposals and have recommended that **PKF-Mark III, Inc.** should be awarded **Contract No. 189 (Rebid)** in accordance with N.J.S.A. 40A:11-1 et seq., as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **PKF-Mark III, Inc.** constitutes the lowest complying and responsible bidder for **Contract No. 189 (Rebid)**, in accordance with N.J.S.A. 40A:11-1 et seq.; 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. **PKF-Mark III, Inc.** shall be and is hereby determined to be the lowest complying and responsible bidder for the **Replacement of Feeders N-2, MCC 4-A and MCC 4-B** constituting **Contract No. 189 (Rebid)** for a total sum of **\$532,000.00**.

2. The Chairman shall be and he is hereby authorized to execute an agreement with **PKF-Mark III, Inc.** of 17 Blacksmith Road, Newtown, PA 18940 for the **Replacement of Feeders N-2, MCC 4-A and MCC 4-B**, constituting **Contract No. 189 (Rebid)** for a total sum of **\$532,000.00**.

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

14-2-064

6. A copy of this Resolution and the Agreement executed pursuant to this Resolution, along with Contract No. 189 (Rebid), shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by PKF-Mark III, Inc. and the Authority.

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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION DATE: 12/18/2014

RESOLUTION #: 14-2-064

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 PFK MARK III, INC.

CONTRACT NUMBER 189

REASON REPLACEMENT OF FEEDERS N-2,
MCC-4-A AND MCC-4-B

AMOUNT \$532,000.00

CONTRACT LENGTH PROJECT COMPLETION

Matthew Carter
ACTING TREASURER

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 **Fuel Farm Fire Suppression System Replacement**, pursuant to and in accordance with **Contract No. 188**; and

WHEREAS, no conforming bid proposals were received by the Authority on September 12, 2014, the date set forth in the Invitation to Bid for the receipt of bid proposals pursuant to and in accordance with **Contract No. 188**; and

WHEREAS, the Authority's Commissioners, by way of Resolution 14-2-050 adopted September 25, 2014, authorized the Executive Director or his designee to re-advertise for the solicitation of bid proposals for **Contract No. 188 (Rebid)**, pursuant to N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the following bid proposals were received by the Authority on November 25, 2014 for **Contract No. 188 (Rebid)**:

Vendor	Total Amount Bid
EACM Corp. Sea Bright, NJ	\$237,000.000
Allied Fire & Safety Equipment Neptune, NJ	\$305,530.00
United Fire Protection Corp. Kenilworth, NJ	\$629,265.00

WHEREAS, the Authority's Chief Engineer/Director of Water Pollution Control and Consulting Engineer, Neglia Engineering Associates, have reviewed the bid proposals and have recommended that **EACM Corp.** should be awarded **Contract No. 188 (Rebid)** in accordance with N.J.S.A. 40A:11-1 et seq., as the lowest complying and responsible bidder; and

WHEREAS, on the basis of the foregoing, the Authority has determined that **EACM Corp.** constitutes the lowest complying and responsible bidder for **Contract No. 188 (Rebid)**, in accordance with N.J.S.A. 40A:11-1 et seq.; 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. **EACM Corp.** shall be and is hereby determined to be the lowest complying and responsible bidder for **Fuel Farm Fire Suppression System Replacement** constituting **Contract No. 188 (Rebid)** for a total sum of **\$237,000.00**.

2. The Chairman shall be and he is hereby authorized to execute an agreement with **EACM Corp.** of 1070 Ocean Avenue, Sea Bright, NJ 07760 for **Fuel Farm Fire Suppression System Replacement**, constituting **Contract No. 188 (Rebid)** for a total sum of **\$237,000.00**.

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

6. A copy of this Resolution and the Agreement executed pursuant to this Resolution, along with Contract No. 188 (Rebid), shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by EACM Corp. and the Authority.

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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY
CERTIFICATE OF FUNDS

RESOLUTION DATE: 12/18/2014

RESOLUTION #: 14-2-065

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-200-80800-000

CAPITAL OUTLAY

VENDOR EACM CORP.

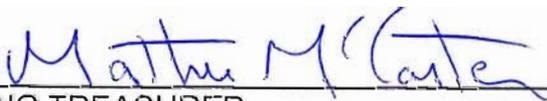
CONTRACT NUMBER 188

REASON REPLACEMENT OF FUEL FARM

FIRE SUPPRESSION SYSTEM

AMOUNT \$237,000.00

CONTRACT LENGTH PROJECT COMPLETION



ACTING TREASURER

**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 **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work – One (1) Year Contract with Two (2) One (1) Year Options**, pursuant to and in accordance with **Contract No. 13-01**; and

WHEREAS, by way of Resolution 13-2-008 dated January 24, 2013, **J. Fletcher Creamer & Son, Inc.** was determined to be the lowest complying and responsible bidder for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work**, constituting **Contract No. 13-01** for a total contract price of \$149,690.00 per year for a one (1) year period; and for the optional years for a total contract price of \$149,690.00 per option year; and

WHEREAS, by way of Resolution 13-2-008 dated January 24, 2013, the Chairman was authorized to execute an agreement with **J. Fletcher Creamer & Son, Inc.** for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work**, constituting **Contract No. 13-01** for a total contract price of **\$149,690.00 per year** for the **initial One (1) Year period**; and

WHEREAS, pursuant to terms of **Contract No. 13-01**, the Authority has the option to extend the contract for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work** with **J. Fletcher Creamer & Son, Inc.** for two (2) additional **One (1) Year Periods** in the total sum of **\$149,690.00 for each One (1) Year Period, being Option Years 2 and 3** of the contract; and

WHEREAS, by way of Resolution 13-2-061 dated December 19, 2013, the Chairman was authorized to execute an agreement with **J. Fletcher Creamer & Son, Inc.** for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work**, pursuant to and in accordance with **Contract No. 13-01** exercising the first **One (1) Year Option, Option Year 2** of the contract, by the Authority to extend the contract for an additional **One (1) Year Period** (from February 1, 2014 through January 31, 2015) for a total sum of **\$149,690.00** for the **One (1) Year Period**; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15(44) the Authority finds **J. Fletcher Creamer & Son, Inc.** has performed **Contract No. 13-01** for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work** in an effective and efficient manner; and

WHEREAS, exercising the second **One (1) Year Option, Option Year 3** of **Contract No. 13-01**, to **J. Fletcher Creamer & Son, Inc.** for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work** is necessary for the efficient operation of the Authority; and

WHEREAS, the Chief Financial Officer of the Authority 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:

14-2-066

1. The Executive Director shall be and he is hereby authorized to execute an agreement with **J. Fletcher Creamer & Son, Inc.** for **Annual Buried Infrastructure On Call Sewer Repair/Replacement Work**, pursuant to and in accordance with **Contract No. 13-01**, exercising the second **One (1) Year Option** by the Authority to extend the contract for an additional **One (1) Year Period, Option Year 3** of the contract (commencing February 1, 2015 and expiring January 31, 2016) in the total sum of **\$149,690.00**.

2. All other terms of Contract No. 13-01 shall remain in full force and effect without modification.

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

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

5. A copy of this Resolution and the Agreement executed pursuant to this Resolution, along with Contract No. 13-01, shall be placed on file and made available for public inspection in the Office of the Executive Director upon execution by J. Fletcher Creamer & 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-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 December 18, 2014.



Richard Wierer
Acting Secretary

Dated: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION DATE: 12/18/2014

RESOLUTION #: 14-2-066

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-220-52400-000
COLL SYSTEM EMERGENCY REPAIRS

VENDOR J. FLETCHER CREAMER & SON, INC.

CONTRACT NUMBER 13-01 SECOND ONE YEAR OPTION

REASON ANNUAL ON CALL BURIED INFRASTRUCTURE
SEWER REPAIR/REPLACEMENT WORK

AMOUNT \$149,690.00

CONTRACT LENGTH 2/01/2015 - 1/31/2016

Mathe McCarty
ACTING TREASURER

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority deems it beneficial to continue the self-insured health benefits program and to engage the services of a risk manager/third party administrator for the Authority's self-insured benefits program (the "Third-Party Administrator"); and

WHEREAS, Insurance Design Administrators ("IDA") has submitted a proposal received December 8, 2014 to provide third-party administration services on behalf of the Authority in furtherance of its self-insured benefits program, which proposal is on file at the Authority and made a part hereof; and

WHEREAS, the cost to perform the third-party administration services proposed by IDA, is based upon a monthly fee, per covered employee, in amounts not to exceed: Medical \$42.50; Prescription \$2.75; Vision \$1.10; and

WHEREAS, the Authority desires to appoint and retain IDA to serve as Third-Party Administrator for the Authority's self-insured health benefits program effective January 1, 2014, for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and

WHEREAS, the Authority proposes to enter into a contract memorializing the scope of services to be performed by IDA and the compensation to be paid for Third-Party Administrator; and

WHEREAS, the Authority Commissioners have determined that IDA is competent, qualified and experienced to serve as the Authority's Third-Party Administrator for its self-insured health benefits program; and

WHEREAS, the Authority Commissioners have determined on the basis of the foregoing, that it is necessary for its efficient operation to retain the services of IDA to continue to serve as Third-Party Administrator for the Authority's self-insured health benefits program; and

WHEREAS, said services are exempt from the requirements of public bidding pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, pursuant to and in accordance with N.J.A.C. 5:34-2.3, the Authority's Executive Director has provided the Authority's Commissioners with a Certification, dated December 18, 2014 describing the nature of the work to be done, stating that it is not reasonably possible to draft specifications, and describing why the contract satisfies the Statutory and Administrative Code requirements for Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, under the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq., IDA responded to the Authority's publicly advertised Request for Qualifications and was qualified as competent to provide third party administration for health benefits; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of contracts for insurance consulting/Third-Party Administrator services without public bidding and the contract itself be available for public inspection; and

WHEREAS, the Chief Financial Officer of the Authority 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. IDA shall be and is hereby appointed to serve as Third-Party Administrator to The Bergen County Utilities Authority's self-insured health benefits program effective January 1, 2015, for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively.

2. The Chairman shall be and is hereby authorized to execute an Agreement with IDA memorializing the scope of services and compensation to be paid, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. A copy of this Resolution and the Agreement retaining IDA as Third-Party Administrator for the Authority's self-insured health benefits program shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by the Authority.

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

5. 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 December 18, 2014.



Richard Wierer
Acting Secretary

DATED: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY

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-340-71000-000 HOSPITALIZATION
W-340-71200-000 PRESCRIPTION
W-340-71250-000 VISION

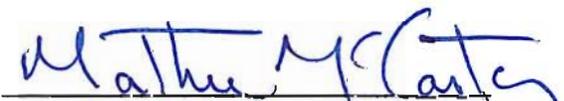
VENDOR INSURANCE DESIGN ADMINISTRATORS

CONTRACT NUMBER NONE

REASON SERVICES AS THIRD PARTY ADMINISTRATOR
TO THE BERGEN COUNTY UTILITIES AUTHORITY
SELF INSURED HEALTH BENEFITS PROGRAM

AMOUNT MEDICAL NOT TO EXCEED \$42.50 / MONTH / EMPLOYEE
PRESCRIPTION NOT TO EXCEED \$2.75 / MONTH / EMPLOYEE
VISION NOT TO EXCEED \$1.10 / MONTH / EMPLOYEE

CONTRACT LENGTH 01/01/15 - 12/31/2015



ACTING TREASURER

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT**

TO: Members of the Board of Commissioners

**FROM: Robert Laux
Executive Director, Bergen County Utilities Authority**

SUBJECT:

This is a contract for the Provision of Consulting – Third Party Administration Services

This certification is submitted to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Insurance Design Administrators (“Contractor”)

Duration: One Year

Purpose: To provide on behalf of the Authority Third Party Administration of if its self-insurance benefits program

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b).

I do hereby certify to the following:

I. Provide a clear description of the nature of the work to be done.

The contract will be for the provision of an insurance consulting services. As Executive Director, I am familiar with the nature of the work to be done under the contract which is to be performed by an entity with expertise, extensive training, and a proven reputation in the field of endeavor. It is critical to the efficient operations of the BCUA, that insurance consulting services for self-insured benefits be performed by an entity with expertise, extensive training and a proven reputation in the field of endeavor. There is a close relationship between the services rendered as Third Party Administrator (with respect to the Authority’s self-insured health benefits program) and the services to be rendered as Cafeteria Plan Administrator.

II. Describe in detail why the contract meets the provisions of the statute and rules:

This is a contract for extraordinary unspecifiable services as provided for under N.J.S.A. 40A:11-5, as such services are of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications, and such services, being insurance consulting and administrative services, are automatically Extraordinary Unspecifiable Services, See Local Finance Notice AU 2002-2, and N.J.S.A. 40A:11-5(1)(m).

III. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

See II. Insurance consulting and administrative service contracts satisfy the criteria of Extraordinary Unspecifiable Services.

IV. Describe the informal solicitation of quotations:

Pursuant to the New Jersey Pay to Play Law, N.J.S.A 19:44A-20.5 et seq., a Request for Qualifications ("RFQ") for the Provision of Third Party Administrators services was duly advertised, and statements of qualifications were received. Only one vendor responded to the Request for Qualifications. Under the circumstances the solicitation of competitive quotations from more than one vendor is impracticable. A proposal from the Contractor for Third Party Administrators for Health Benefits services was requested, and the BCUA has determined the proposal of the Contractor to be fair and reasonable. It is my recommendation that an award for the Provision of Health Insurance Consultant be provided to the Contractor, price and other factors considered.

I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Robert Laux, Executive Director

December 18, 2014

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

Re: Resolution 14-3-012

**THE BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, Resolution dated Feb. 24, 2011 the Authority adopted a Cafeteria Plan, which includes (a) a Premium Payment Plan effective as of January 1, 2011 and (b) a Health Flexible Spending Account effective July 1, 2011 (the "**Cafeteria Plan**") pursuant to N.J.S.A. 40A:10-23.5 and pursuant to Section 125 of the Internal Revenue Code (26 U.S.C § 125); and

WHEREAS, by prior Resolution, the Authority appointed Insurance Design Administrators ("IDA") as the third party administrator for the Authority's Cafeteria Plan (the "Cafeteria Plan Administrator") for a one year term through December 31, 2014 or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively;

WHEREAS, the Authority is desirous of reappointing Insurance Design Administrators ("IDA") as the third party administrator for the Authority's Cafeteria Plan (the "Cafeteria Plan Administrator") for a one (1) year period of commencing on January 1, 2015 or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and

WHEREAS, Insurance Design Administrators ("IDA") currently serves as the Third party administrator for the Authority's self-insured health benefits program (the "Third Party Administrator"); and

WHEREAS, the Authority Commissioners have determined that IDA is competent, qualified and experienced to continue to serve as the Cafeteria Plan Administrator for the Authority; and

WHEREAS, due to the relationship between the services rendered as Third Party Administrator (with respect to the Authority's self-insured health benefits program) and the services to be rendered as Cafeteria Plan Administrator, including access to covered members personal health information, and so the Authority anticipates that there will be savings and efficiencies resulting from utilizing the same consultant for both tasks; and

WHEREAS, IDA has submitted a proposal received December 8, 2014, which proposes to continue the administration services upon the same terms, conditions and fees as set forth the existing Agreement, (in accordance with the original Proposal dated as of Feb. 23, 2011) and as described in "Schedule F – FSA Administration Services" (the "Schedule") for the prices set forth therein with no increase in the monthly administrative fee; and

WHEREAS, the Authority has determined that the charges listed in the Schedule are reasonable and fair for the services to be provided as Cafeteria Plan Administrator; and

WHEREAS, the Authority Commissioners have determined, on the basis of the foregoing, that it is beneficial for its efficient operation to retain the services of IDA to serve as Cafeteria Plan Administrator, in addition to its services as Third Party Administrator; and

WHEREAS, the Authority desires to appoint and retain IDA to serve as its Cafeteria Plan Administrator for the Authority's Cafeteria Plan, effective January 1, 2015 for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and

WHEREAS, the Authority proposes to enter into the Cafeteria Plan Agreement memorializing the scope of services to be performed by IDA and the compensation to be paid for its services as Cafeteria Plan Administrator in accordance with the Schedule but not to exceed the sum of \$16,000; and

WHEREAS, said services are exempt from the requirements of public bidding pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, pursuant to and in accordance with N.J.A.C. 5:34-2.3, the Authority's Executive Director has provided the Authority's Commissioners with a Certification, dated December 16, 2013, describing the nature of the work to be done, stating that it is not reasonably possible to draft specifications, and describing why the contract satisfies the Statutory and Administrative Code requirements for Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, under the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq., IDA responded to the Authority's publicly advertised Request for Qualifications and was previously qualified as competent to provide third party administration for health benefits; and

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of contracts for insurance consulting/Cafeteria Plan Administrator services without public bidding and the contract itself be available for public inspection; and

WHEREAS, the Chief Financial Officer of the Authority 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. IDA shall be and is hereby appointed to serve as Cafeteria Plan Administrator to The Bergen County Utilities Authority effective January 1, 2015 for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and
2. The Chief Financial Officer's Certification that funds are available shall be maintained on file at the Authority and made a part hereof.
3. The Chairman shall be and is hereby authorized to execute a Cafeteria Plan Agreement with IDA memorializing the scope of services and compensation to be paid, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon, all for a sum not to exceed \$16,000.
4. A copy of this Resolution and the Agreement retaining IDA as Cafeteria Plan Administrator shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by the Authority.
5. A notice of this contract award shall be published in the form prescribed by law.

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-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 December 18, 2014.



Richard Wierer
Acting Secretary

DATED: December 18, 2014

BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION DATE: 12/18/2014

RESOLUTION #: 14-3-013

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-340-71000-000
HOSPITALIZATION

VENDOR INSURANCE DESIGN ADMINISTRATORS

CONTRACT NUMBER NONE

REASON THIRD PARTY ADMINISTRATOR
FOR THE AUHTORITY'S "CAFTERIA PLAN"

AMOUNT \$16,000.00

CONTRACT LENGTH 01/01/15 - 12/31/2015

Matthew Carter
ACTING TREASURER

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT**

TO: Members of the Board of Commissioners

**FROM: Robert Laux
Executive Director, Bergen County Utilities Authority**

SUBJECT: Third Party Administration Services Re: IRC Section 125 Cafeteria Plan

This is a contract for the Third Party Administration Services in relation to the maintenance of the Authority's IRC Section 125 Cafeteria Plan.

This certification is submitted to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Insurance Design Administrators/UHY Advisors ("Contractor")

Duration: One Year

Purpose: To provide and administer on behalf of the Authority an IRC Section 125 Cafeteria Plan in furtherance of its self-insured benefits program

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b).

I do hereby certify to the following:

I. Provide a clear description of the nature of the work to be done.

The contract will be for the provision of an insurance consulting services. As Executive Director, I am familiar with the nature of the work to be done under the contract which is to be performed by an entity with expertise, extensive training, and a proven reputation in the field of endeavor. It is critical to the efficient operations of the BCUA, that insurance consulting services for self-insured benefits be performed by an entity with expertise, extensive training and a proven reputation in the field of endeavor. There is a close relationship between the services rendered as Third Party Administrator (with respect to the Authority's self-insured health benefits program) and the services to be rendered as Cafeteria Plan Administrator.

II. Describe in detail why the contract meets the provisions of the statute and rules:

This is a contract for extraordinary unspecifiable services as provided for under N.J.S.A. 40A:11-5, as such services are of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications, and such services, being insurance consulting and administrative services, are automatically Extraordinary Unspecifiable Services, See Local Finance Notice AU 2002-2, and N.J.S.A. 40A:11-5(1)(m).

III. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

See II. Insurance consulting and administrative service contracts satisfy the criteria of Extraordinary Unspecifiable Services.

IV. Describe the informal solicitation of quotations:

Under the circumstances the solicitation of competitive quotations from a vendor other than the Contractor is impracticable. There is a close relationship between the services already being rendered by the Contractor as the Third Party Administrator (with respect to the Authority's self-insured health benefits program) to the BCUA, and the services to be rendered as Cafeteria Plan Administrator. Under such circumstances, the retention of another vendor would result in increased costs and duplicative effort and work, as no other vendor is currently providing Third Party Administrator Services, and the current contract for such services with the Contractor expires in December 2014. Moreover, the Contractor, by virtue of its existing service contract, currently maintains access to member's health records protected by HIPAA laws. I have determined the proposal of the Contractor to be fair and reasonable. It is my recommendation that an award for the Provision of Cafeteria Plan Services be provided to the Contractor, price and other factors considered.

I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Robert Laux, Executive Director

December 18, 2014

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

Re: Resolution 14-3-013

**BERGEN COUNTY UTILITIES AUTHORITY
RESOLUTION**

WHEREAS, the Authority deems it beneficial to continue the self-insured dental benefits program and to engage the services of a third party administrator for the Authority's self-insured benefits program (the "Third-Party Administrator"); and

WHEREAS, Delta Dental of New Jersey, Inc. ("Delta") has submitted a proposal received December 10, 2014 to provide third-party administration services on behalf of the Authority in furtherance of its self-insured benefits program, which proposal is on file at the Authority and made a part hereof; and

WHEREAS, the cost to perform the third-party administration services proposed by Delta, is based upon a monthly fee, per covered employee, of \$8.90 per month per employee.

WHEREAS, the Authority desires to appoint and retain DELTA to serve as Third-Party Administrator for the Authority's self-insured dental benefits program effective January 1, 2015, for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively; and

WHEREAS, the Authority proposes to enter into a contract memorializing the scope of services to be performed by DELTA and the compensation to be paid for Third-Party Administrator; and

WHEREAS, the Authority Commissioners have determined that DELTA is competent, qualified and experienced to serve as the Authority's Third-Party Administrator for its dental benefits program; and

WHEREAS, the Authority Commissioners have determined on the basis of the foregoing, that it is necessary for its efficient operation to retain the services of DELTA to continue to serve as Third-Party Administrator for the Authority's self-insured dental benefits program; and

WHEREAS, said services are exempt from the requirements of public bidding pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, pursuant to and in accordance with N.J.A.C. 5:34-2.3, the Authority's Executive Director has provided the Authority's Commissioners with a Certification, dated December 18, 2014, describing the nature of the work to be done, stating that it is not reasonably possible to draft specifications, and describing why the contract satisfies the Statutory and Administrative Code requirements for Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5 (1)(m); and

WHEREAS, under the fair and open process pursuant to N.J.S.A. 19:44A-20 et seq., DELTA responded to the Authority's publicly advertised Request for Qualifications and was qualified as competent to provide third party administration for dental benefits; and

14-3-014

WHEREAS, N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of contracts for insurance consulting/Third-Party Administrator services without public bidding and the contract itself be available for public inspection; and

WHEREAS, the Chief Financial Officer of the Authority 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. DELTA shall be and is hereby appointed to serve as Third-Party Administrator to The Bergen County Utilities Authority's self-insured dental benefits program effective January 1, 2015, for a period of one (1) year or at the pleasure of the Authority, whichever shall first occur or be exercised, respectively.

2. The Chairman shall be and is hereby authorized to execute an Agreement with DELTA memorializing the scope of services and compensation to be paid, in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.

3. A copy of this Resolution and the Agreement retaining DELTA as Third-Party Administrator shall be placed on file and made available for public inspection in the Office of the Executive Director, upon execution by the Authority.

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

5. 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 December 18, 2014.



Richard Wierer
Acting Secretary

DATED: December 18, 2014

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICES CONTRACT**

TO: Members of the Board of Commissioners

**FROM: Robert Laux
Executive Director, Bergen County Utilities Authority**

**SUBJECT: Third Party Administration Services Re: Self-insured Dental
Benefits Program – Delta Dental of New Jersey, Inc.**

This is a contract for the Third Party Administration Services in relation to the maintenance of the Authority's Dental Benefits Plan.

This certification is submitted to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Delta Dental of New Jersey, Inc. ("Contractor")

Duration: One Year

Purpose: To provide and administer on behalf of the Authority self-insured Dental benefits program

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b).

I do hereby certify to the following:

I. Provide a clear description of the nature of the work to be done.

The contract will be for the provision of an insurance consulting services. As Executive Director, I am familiar with the nature of the work to be done under the contract which is to be performed by an entity with expertise, extensive training, and a proven reputation in the field of endeavor. It is critical to the efficient operations of the BCUA, that insurance consulting services for self-insured benefits be performed by an entity with expertise, extensive training and a proven reputation in the field of endeavor. Contractor will serve as Third Party Administrators with respect to the Authority's self-insured dental benefits program.

II. Describe in detail why the contract meets the provisions of the statute and rules:

This is a contract for extraordinary unspecifiable services as provided for under N.J.S.A. 40A:11-5, as such services are of such a qualitative nature that the performance of the services cannot be reasonably described by written specifications, and such services, being insurance consulting and administrative services, are automatically Extraordinary Unspecifiable Services, See Local Finance Notice AU 2002-2, and N.J.S.A. 40A:11-5(1)(m).

III. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

See II. Insurance consulting and administrative service contracts satisfy the criteria of

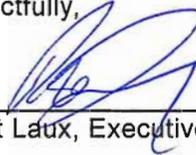
Extraordinary Unspecifiable Services.

IV. Describe the informal solicitation of quotations:

Under the circumstances the solicitation of competitive quotations from a vendor other than the Contractor is impracticable. There is an existing relationship with the Contractor as the Third Party Administrator (with respect to the Authority's self-insured dental benefits program). Under such circumstances, the retention of another vendor would result in increased costs and duplicative effort and work, as no other vendor is currently providing Third Party Administrator Services, and the current contract for such services with the Contractor expires in December 2014. Moreover, the Contractor, by virtue of its existing service contract, currently maintains access to member's health records protected by HIPAA laws. I have determined the proposal of the Contractor to be fair and reasonable. It is my recommendation that an award for the Provision of Dental Plan Services be provided to the Contractor, price and other factors considered.

I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Robert Laux, Executive Director

December 18, 2014

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

Re: Resolution 14-3-014