CERTIFICATION
OF
NEW JERSEY TURNPIKE AUTHORITY

I, John M. Keller, hereby certify that I am the Executive Director of the New Jersey Turnpike Authority and as such, certify that the attached copy of PROCEEDINGS OF THE NEW JERSEY TURNPIKE AUTHORITY is a true and correct copy of the Minutes of the December 18th, 2018 Meeting of the Authority.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the New Jersey Turnpike Authority **this 18th day of December, 2018.**

ATTEST:

Kim Schurman
Secretary to the Authority

John M. Keller
Executive Director

Corporate Seal

Date: **December 18, 2018**

Received in the Governor's Office December 18, 2018
(hand delivered)

Received by: Melinda Holliday
Print Name

Melinda Holliday
Signature

Veto Period Ends: January 3, 2019
(Write in the date the veto period ends)

PROCEEDINGS OF MEETING OF NEW JERSEY TURNPIKE AUTHORITY
BOARD OF COMMISSIONERS
Tuesday, December 18, 2018
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Chair Diane Gutierrez-Scaccetti called the meeting of the Authority's Board of Commissioners (the Board) into session in the Executive Boardroom of the Authority's Headquarters Building at 1 Turnpike Plaza in Woodbridge, New Jersey, at 9:00 A.M.

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PLEDGE OF ALLEGIANCE

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PRESENT

Present were Chair Diane Gutierrez-Scaccetti, Vice Chairman Ronald Gravino, Treasurer Michael DuPont, Commissioner Raymond Pocino, Commissioner Ulises Diaz (Absent), Commissioner John Minella and Commissioner Raphael Salermo. The meeting commenced at 9:00 A.M.

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ALSO PRESENT

Executive Director John Keller, Deputy Executive Director James Carone, Chief Financial Officer Donna Manuelli; Chief Engineer Robert Fischer, Chief Information Officer Jose Dios; Director of Law Robert Carroll; Director of Human Resources Mary-Elizabeth Garrity; Director of Internal Audit Donna Wilser, Director of Maintenance Kenneth McGoldrick; Director of Operations Kevin Dunn; Director of Procurement and Materials Management Andrea Ward; Director of Tolls John Pagliarulo; Director of Community and Government Relations Shawn Taylor; New Jersey State Police Major Ernie Giampietro, State Police Troop D; and Secretary to the Authority Kim Schurman.

Also present were: Outside Counsel Judy Verrone, Esq., of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Governors' Authorities Unit Representative Lauren LaRusso, additional individuals consisting of other NJTA employees; interested organizations; and the general public. No Media was present.

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NOTICE OF MEETING

This is a regular meeting of the New Jersey Turnpike Authority. Adequate notice of this meeting has been provided in accordance with Chapter 231, P.L. 1975 in that notice has been given to at least two newspapers and notice has been forwarded to the Secretary of State, Trenton, New Jersey. In addition, notice of said meeting has been and is being displayed in the main lobby of the Authority's Administration Headquarters in Woodbridge.

Secretary to the Authority Schurman takes Roll Call and the Following Were Present:

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1. Chair Gutierrez-Scaccetti
2. Vice Chairman Gravino
3. Treasurer DuPont
4. Commissioner Pocino
5. Commissioner Diaz (Absent)
6. Commissioner Minella
7. Commissioner Salermo

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EXECUTIVE SESSION

A motion to enter into Executive Session, not open to the public in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12(b), to discuss matters pertaining to:

- Pending or Anticipated Litigation or Contract Negotiations

The motion was made by Vice Chairman Gravino and seconded by Treasurer DuPont, and, after the voice vote, the motion was duly adopted by the Board of Commissioners of the New Jersey Turnpike Authority.

Executive Session was adjourned at 9:25 a.m. Chair Gutierrez-Scaccetti resumed the public portion of the meeting at 9:28 a.m.

Secretary to the Authority Schurman takes Roll Call and the Following Were Present:

1. Chair Gutierrez-Scaccetti
2. Vice Chairman Gravino
3. Treasurer DuPont
4. Commissioner Pocino
5. Commissioner Diaz (Absent)
6. Commissioner Minella
7. Commissioner Salermo

The Secretary to the Authority reported that ten days, excluding Saturdays, Sundays and holidays, have elapsed since Governor Philip D. Murphy received the proceedings of the regular meeting of November 20, 2018; he did not exercise his power to veto any items in those minutes.

Upon motion made by Treasurer DuPont seconded by Commissioner Pocino the minutes of the meeting was unanimously approved.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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RECUSALS

The Secretary to the Authority reported recusals or abstentions submitted for the record:

- Commissioner Pocino is recused on items 269 through 283

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PUBLIC COMMENT

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Murray Bodin, Concerned Grandparents

Bodin stated he has list of things that are of interest. Bodin requested the Authority move to e-signatures because it increases the speed at which things get done, put GPS on contractor's snow plows, standardize lines on the Turnpike, channelizing line design, move the gore signs upstream and separate traffic earlier, change the directions of arrows on signs and Bodin suggested crosswalks should all be the bar style. Bodin concluded by thanking everyone at the Authority for helping him and advised he would be driving to Florida with his wife.

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CHAIR COMMENTS

Chair Gutierrez-Scaccetti thanked Bodin and wished him good health and a safe trip.

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Kevin McCarthy, President Local 194

McCarthy stated he has served in the role of President of Local 194 for the past 5 years. McCarthy further stated he experienced an injury at the beginning of summer and was home for 4 months, when he realized after the losses his family has suffered over the past 3 ½ years that they were not okay. McCarthy stated after soul searching his wife agreed that he would take a reduced role in Local 194 so they could focus on home. McCarthy advised effective the end of the month he would be turning over the reins of Local 194 to President Elect Barry Kushnir. McCarthy thanked everyone for being accessible, courteous, educational, guiding, listening, mentoring, professional and respectful to him. McCarthy stated he always put his members, the employees, as priority one. McCarthy further stated he leaves this office feeling that we all worked together to improve on our joint purpose of maintaining and operating the best roadway in the world by making our workforce priority one. McCarthy concluded by wishing everyone a joyous holiday season and a Happy New Year.

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CHAIR COMMENTS

Chair Gutierrez-Scaccetti stated we appreciate your comments and understand and wish you a peaceful holiday season and hope you continue to heal.

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EXECUTIVE DIRECTOR COMMENTS

Executive Director Keller thanked Mary-Elizabeth Garrity, Human Resources and all the

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Authority staff for their hard work on the Thanksgiving Food Drive as well as the Holiday Toys-for-Tots campaign. Keller further thanked the Director of Law Robert Carroll, for the recommendation of Ann Christine Monica to be named the Deputy Director of Law. Keller stated Monica has been with the Authority for 30 years, she is a consummate professional as well as an outstanding source of knowledge. Keller wished everyone a safe and Happy Holiday Season.

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HUMAN RESOURCES

Director of Human Resources Mary-Elizabeth Garrity requested approval of item number 267-12-2018. Moved is the item as follows:

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267-12-2018

Human Resources Director Mary Elizabeth Garrity submitted the **Personnel Agenda**, dated December 18, 2018, and requested confirmation of the personnel matters contained therein. The Executive Director certified the recommendations for consideration.

On motion by Treasurer DuPont and seconded by Commissioner Pocino employment of those named to serve at the pleasure of the Authority and other recommended personnel actions, were approved, ratified and confirmed, to become effective as of the dates specified and at the salaries listed.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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LAW

Director of Law Robert Carroll requested approval of item number 268-12-2018. Moved is the item as follows:

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268-12-2018

In a memorandum dated December 3, 2018, **Authorization to Declare New Jersey Turnpike Property Surplus to the Authority's Needs and Authorize the Executive Director to Transfer the Property to Bruce Johnston, New Jersey Turnpike Parcel 129X1B, Section 1, Amount: $38,000.00 (Revenue to the Authority)**, was approved.

New Jersey Turnpike Authority Property Parcel No. 129X1B (the "Property") consists of ±33.52 acres of vacant land, which are mostly wetlands, located west of North Game Creek Road, Township of Carneys Point, County of Salem and is also known as Block 248, portion of Lot 6.

In accordance with the Authority's regulations for the sale of Surplus Property, N.J.A.C. 19:9-2.6, the Law Department has circulated information regarding the Property to the Chief Engineer, the Director of Maintenance, the Director of Operations, the Chief Information Officer (ITS), and the Authority's Engineering Consultant, HNTB Corporation, for review. Each has reviewed the information regarding the Property and all have certified that the Authority no longer requires the Property and does not see any future use of the Property by the Authority. An adjoining property owner, Bruce Johnston, has offered to purchase the Property for the sum of $38,000.00. The Law Department and the Authority's Real Estate Consultant have reviewed this offer and determined that it provides fair market value for the Property.

Accordingly, it is recommended that authorization be given to declare the Property surplus to the Authority's needs. It is further recommended that the Executive Director be authorized to take any steps necessary to sell Parcel No. 129X1B to Bruce Johnston for the fair market value of $38,000.00, in accordance with the Authority's regulations for the sale of Surplus Property, N.J.A.C. 19:9-2.6. It is further recommended that the Authority's Commissioners authorize the Executive Director to execute any such other documents and take any such other actions as are deemed necessary to effectuate the intent of this authorization.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item number 268-12-2018 and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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ENGINEERING

Chief Engineer Robert Fischer requested approval of item numbers 269-12-2018 through 280-12-2018. Moved are the items as follows:

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PUBLIC BID SOLICITATIONS – AWARD OF CONTRACTS

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269-12-2018

In a document dated November 21, 2018, **Recommendation to Award Contract No. T100.411, New Jersey Turnpike, Joseph M. Sanzari, Inc., Bridge Repairs and Resurfacing, Milepost 92 to 122 and the Newark Bay-Hudson County Extension (2019), RM-145428, Budget Code: 030C10001E, Funding Allocation: $10,000,000.00 FY 2019, $1,239,000.00 FY 2020, Amount: $11,239,000.00**, was approved.

This is the first of two Turnpike bridge repair contracts to be awarded for the 2019 construction season. The contract is concentrated in the northern portion of the Turnpike and will perform work on 19 structures. The work generally includes deck repairs, joint repairs, replacement of existing asphalt wearing surface, bearing replacement and miscellaneous substructure repairs.

Two bid proposals were received on October 26, 2018 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of $11,239,000.00, may be compared to the Engineer's Estimate in the amount of $10,788,975.00. The low bidder, Joseph M. Sanzari, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T100.411 be awarded to the low bidder, Joseph M. Sanzari, Inc. of Hackensack, New Jersey, in the amount of $11,239,000.00 which is allocated as follows: $10,000,000.00 for FY 2019 and $1,239,000.00 for FY 2020. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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270-12-2018

In a document dated November 30, 2018, **Recommendation to Award Contract No. P100.413, Garden State Parkway, Joseph M. Sanzari, Inc., Bridge Repairs and Resurfacing, Milepost 126 to 172 (2019), RM-145430, Budget Code: 030C20001E, Funding Allocation: $10,500,000.00 FY 2019, $1,253,181.00 FY 2020, Amount: $11,753,181.00**, was approved.

This is the first of two Parkway bridge repair contracts to be awarded for the 2019 construction season. The contract is concentrated in the northern portion of the Parkway and will perform work on 19 structures. The work includes deck repairs, joint repairs, replacement of existing asphalt wearing surface, bearing replacement, and miscellaneous substructure repairs.

One bid proposal was received on November 16, 2018 for the above publicly advertised contract, as shown on the attached bid summary sheet. The bid proposal, in the amount of $11,753,181.00, may be compared to the Engineer's Estimate in the amount of $9,315,876.00. The bid was higher than the Engineer's Estimate due to strict/reduced working hours, limited construction access, complex MPT and utility/railroad coordination. The low bidder Joseph M. Sanzari, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P100.413 be awarded to the low bidder, Joseph M. Sanzari, Inc. of Hackensack, New Jersey, in the amount of $11,753,181.00 which is allocated as follows: $10,500,000.00 for FY 2019 and $1,253,181.00 for FY 2020. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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271-12-2018

In a document dated November 21, 2018, **Recommendation to Award Contract No. P200.427, Garden State Parkway, South State, Inc., Express E-ZPass Improvements at New Gretna Toll Plaza Milepost 51.5 to 53.9, RM-145435, Budget Code: 39028031, Amount: $6,433,239.62**, was approved.

This contract will provide for the construction of two northbound Express E-ZPass lanes, removal of three existing toll lanes and the partial demolition of the existing northbound New Gretna toll plaza in Bass River Township, New Jersey. The contract work also includes new electronic tolling equipment, a space-frame structure to support toll collection equipment, sign structures, lighting, drainage and other miscellaneous work necessary and incidental to the completion of the project. All work is expected to be completed by May 2020.

Nine bid proposals were received on October 18, 2018 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of $6,433,239.62, may be compared to the Engineer's Estimate in the amount of $7,139,070.00. The low bidder, South State, Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P200.427 be awarded to the low bidder, South State, Inc. of Bridgeton, New Jersey, in the amount of $6,433,239.62. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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272-12-2018

In a document dated November 21, 2018, **Recommendation to Award Contract No. P500.494, Garden State Parkway, TN Ward Company, Construction Management / General Contracting, (CM/GC) Services for PNC Bank Arts Center Improvements, Holmdel Township, Monmouth County, RM-144998, Budget Code: 080C27033, Amount: $21,527,500.00**, was approved.

This contract will provide for construction management and general contracting services to bid, execute and manage work orders to construct facility improvements at the PNC Bank Arts Center in accordance with the Authority's agreement with Live Nation Worldwide, Inc. Improvements include, but are not limited to, replacement of bathroom and concession buildings, miscellaneous building renovations, fire and security upgrades and limited amphitheater improvements. In compliance with the Authority's Title 19 procurement regulations, the Authority has commenced a special qualification process. Bid proposals were solicited from pre-qualified firms.

Five bid proposals were received on October 31, 2018 for the above publicly advertised contract, as shown on the attached bid summary sheet. The Law Department recommends rejection of four bids due to material non-waivable deviation from the bid documents for failure to submit a Consent of Surety. The one compliant bid proposal, in the amount of $21,527,500.00, from TN Ward Company may be compared to the Engineer's Estimate in the amount of $21,475,000.00. TN Ward Company has not previously performed work for the Authority, but has performed similar work with various Atlantic City casinos including the renovation of the Etess Arena at the Hard Rock Hotel & Casino and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. P500.494 be awarded to the low responsive bidder, TN Ward Company of Atlantic City, New Jersey, in the amount of $21,527,500.00 which is allocated as follows: $6,000,000.00 for FY 2019, $11,000,000.00 for FY 2020 and $4,527,500.00 for FY 2021. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsive bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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273-12-2018

In a document dated November 21, 2018, **Recommendation to Award Contract No. T500.496, New Jersey Turnpike, Dobco Inc., Construction of Salt Shed at TMD 6, City of**

Elizabeth, Union County, RM-145449, Budget Code: 040C00040, Amount: $3,707,251.50, was approved.

This contract will provide for the construction of a 6,000 ton capacity Salt Shed with associated site and utility work at Turnpike Maintenance District 6, Milepost 101.5N, in the City of Elizabeth. This contract will also include the construction of a new truck canopy and magnesium chloride tanks, relocation of the existing brine system and demolition of the two existing salt domes. All work is anticipated to be completed by October 2019.

Seven bid proposals were received on November 21, 2018 for the above publicly advertised contract, as shown on the attached bid summary sheet. The low bid proposal, in the amount of $3,707,251.50, may be compared to the Engineer's Estimate in the amount of $3,555,460.70. The low bidder, Dobco Inc. has performed work for the Authority and is considered competent to complete this contract.

It is, therefore, recommended that Contract No. T500.496 be awarded to the low bidder, Dobco Inc of Wayne, New Jersey, in the amount of $3,707,251.50. This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. Bids for this work were procured, and the authorization being sought is to award this contract to the lowest responsible bidder, in accordance with N.J.S.A. 27:23-6.1, N.J.A.C. 19:9-2.2, and Executive Order No. 37 (Corzine 2006).

The General Consultant, HNTB Corporation, concurs with this recommendation.

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ORDER FOR PROFESSIONAL SERVICES (OPS)

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274-12-2018

In a document dated November 29, 2018, **Recommendation to Issue Order for Professional Services No. P3662, Garden State Parkway, Urban Engineers, Inc., Supervision of Construction Services for Contract No. P200.427, Express E-ZPass Improvements at New Gretna Toll Plaza, RM-145549, Budget Code: 39028031, Amount: $1,085,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. P200.427, Express E-ZPass Improvements at New Gretna Toll Plaza. These services include construction inspection, material testing, record keeping, preparation of payment estimates and other service required to ensure compliance with the contract documents.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not

exceeding $2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and thirty-two (32) engineering firms were prequalified and eligible under Profile Codes: B-153, Roadway Construction Inspection and B-159, Building Construction and Renovations Inspection. Six firms submitted EOIs by the closing date of October 30, 2018.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three technically ranked firms. The firms in the order of ranking are: 1) Urban Engineers, Inc.; 2) Gannett Fleming, Inc. and 3) KS Engineers, P.C. The fee submitted by Urban Engineers, Inc. in the amount of $1,528,000.00 has been negotiated to $1,085,000.00, which is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. P3662 be issued to the firm of Urban Engineers, Inc. of Cherry Hill, New Jersey, in an amount not to exceed $1,085,000.00. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.35 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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275-12-2018

In a document dated November 28, 2018, **Recommendation to Issue Order for Professional Services Nos. P3672 and P3673, Garden State Parkway, Stantec Consulting Services, Inc., OPS No. P3672, Cherry, Weber & Associates, P.C. - OPS No. P3673, Order for Professional Services No. P3672, Design Services for Contract No. P100.473, Bridge Repairs and Resurfacing, Milepost 0 to 126 (2020), RM-145457, Budget Code: 030C20001E, Funding Allocation: $820,000.00 FY 2019, $ 208,000.00 FY 2020, Amount: $1,028,000.00, and, Order for Professional Services No. P3673, Design Services for Contract No. P100.472, Bridge Repairs and Resurfacing, Milepost 126 to 172 (2020), RM-145458, Budget Code: 030C20001E, Funding Allocation: $1,000,000.00 FY 2019, $ 190,000.00 FY 2020, Amount: $1,190,000.00**, was approved.

Through this single procurement process, the Authority will select two consultants to furnish design services and prepare construction contract documents for the annual bridge deck and miscellaneous structural repair contracts for 2020, which will address the southern and northern portions on the Parkway.

The design services associated with OPS No. P3672 provides for bridge inspection,

condition evaluation and preparation of contract documents for Bridge Deck Repairs, Resurfacing and Miscellaneous Structural Repairs on the southern portion of the Parkway.

The design services associated with OPS No. P3673 provides for bridge inspection, condition evaluation and preparation of contract documents for Bridge Deck Repairs, Resurfacing and Miscellaneous Structural Repairs on the northern portion of the Parkway.

These assignments are classified as "Simple Projects" since the scopes of work are clearly defined and not likely to change during the course of the project, and the cost of each is less than $2,000,000.00. The Solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and 46 engineering firms were prequalified and eligible under Profile Codes: A092 – Bridges: Miscellaneous Repairs and A093 – Bridges: Deck Replacement and Rehabilitation. Seven firms submitted EOIs by the closing date of October 23, 2018.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking: 1) Cherry, Weber & Associates, P.C.; 2) Stantec Consulting Services, Inc. and 3) Arora and Associates, P.C. These three firms were requested to submit sealed Fee Proposals. Fee Proposals submitted by the three firms have been reviewed. A review of the fee proposal of the highest technically ranked firm, Cherry, Weber & Associates, P.C., for OPS No. P3673 (their preferred OPS) resulted in acceptance of their original fee proposal. Subsequently, a review of the fee proposal of the second highest technically ranked firm, Stantec Consulting Services, Inc. for OPS No. P3672 was negotiated, which resulted in a reduction in their fee proposal. Both fees are considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. P3672 be issued to the firm of Stantec Consulting Services, Inc., of Rochelle Park, NJ, not to exceed the amount of $1,028,000.00 allocated as follows: $820,000.00 in FY 2019 and $208,000.00 in FY 2020. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.80 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

It is further recommended that Order for Professional Services No. P3673 be issued to the firm of Cherry, Weber & Associates, P.C. of Freehold, NJ, not to exceed the amount of $1,190,000.00 allocated as follows: $1,000,000.00 in FY 2019 and $190,000.00 in FY 2020. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.73 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses.

The issuance of these OPS' are contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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276-12-2018

In a document dated November 29, 2018, **Recommendation to Issue Order for Professional Services No. T3684, New Jersey Turnpike, APTIM Environmental & Infrastructure, Inc., Supervision of Construction Services for Contract No. T100.411, Bridge Deck Repairs and, Resurfacing, Milepost 92 to 122 and the Newark Bay-Hudson County Extension, RM-145550, Budget Code: 030C10001E, Funding Allocation: $1,670,000.00 FY 2019, $ 250,000.00 FY 2020, Amount: $1,920,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. T100.411, Bridge Deck Repairs and Resurfacing, Milepost 92 to 122 and the Newark Bay Hudson County Extension. These services will include construction inspection, material testing, record keeping, preparation of payment estimates and other service required to ensure compliance with the contract documents.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding $2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and forty-four (44) engineering firms were prequalified and eligible under Profile Codes: B156, Bridge Repair Inspection and B157, Bridge Deck Repair/Replacement Inspection. Five firms submitted EOIs by the closing date of November 5, 2018.

Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from the top three technically ranked firms. The firms in the order of ranking are: 1) APTIM Environmental & Infrastructure, Inc.; 2) M&J Engineering P.C. and 3) Tectonic Engineering & Surveying Consultants P.C. The fee submitted by APTIM Environmental & Infrastructure, Inc. in the amount of $2,020,000.00 has been negotiated to $1,920,000.00, which is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. T3684 be issued to the firm of APTIM Environmental & Infrastructure, Inc. of Trenton, New Jersey, in an amount not to exceed $1,920,000.00 which is allocated as follows $1,670,000.00 FY 2019 and $250,000.00 FY 2020. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.37 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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277-12-2018

In a document dated November 29, 2018, **Recommendation to Issue Order for Professional Services No. P3689, Garden State Parkway, Dewberry Engineers Inc., Supervision of Construction Services for Contract No. P100.413, Bridge Repairs and Resurfacing, Milepost 126 to 172, RM-145555, Budget Code: 030C20001E, Funding Allocation: $1,300,000.00, FY 2019, $255,000.00, FY 2020, Amount: $1,555,000.00**, was approved.

This Order for Professional Services will provide supervision of construction services for Contract No. P100.413, Bridge Repairs and Resurfacing, Milepost 126 to 172. These services will include construction inspection, material testing, record keeping, preparation of payment estimates and other service required to ensure compliance with the contract documents.

This assignment is classified as a "Simple Project" based on the scope of work being clearly defined and not likely to change during the course of the project, and the cost not exceeding $2,000,000.00. The solicitation for Expressions of Interest (EOIs) was posted on the Authority's website and forty-four (44) engineering firms were prequalified and eligible under Profile Codes: B156, Bridge Repair Inspection and B157, Bridge Deck Repair/Replacement Inspection. Two firms submitted EOIs by the closing date of October 31, 2018.

Based on language provided in the Authority's Regulation N.J.A.C. 19:9-2.8 which states: "For all projects, if fewer than three EOIs are deemed complete, the EOI solicitation may be rewritten and/or re-solicited, or the procurement may continue with fewer than three firms, as determined by the Executive Director, in consultation with the Director." Authorization was granted to continue with the evaluation of the two EOIs received. Subsequent to the scoring of EOIs by the Review Committee, Fee Proposals were requested from these two firms. The firms in the order of ranking are: 1) Dewberry Engineers Inc. and 2) M&J Engineering P.C. The fee submitted by Dewberry Engineers Inc. in the amount of $1,656,788.00 has been negotiated to $1,555,000.00, which is considered to be fair and reasonable for the services to be provided.

It is, therefore, recommended that Order for Professional Services No. P3689 be issued to the firm of Dewberry Engineers Inc. of Bloomfield, New Jersey, in an amount not to exceed $1,555,000.00 which is allocated as follows $1,300,000.00 FY 2019 and $255,000.00 FY 2020. This amount includes reimbursement of direct salaries times a maximum multiplier of 2.23 to cover the cost of fringe benefits, overhead and profit, plus authorized direct non-salary expenses. The award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling

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legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

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278-12-2018

In a document dated November 30, 2018, **Recommendation to Issue Supplement A to Order for Professional Services No. P3421, Garden State Parkway, Atkins North America, Inc., Program Management Services for the Garden State Parkway Widening between Interchanges 30 and 48, RM-145761, Budget Code: 080C00046, Original OPS Amount: $ 6,900,000.00, Amount of Supplement A: $ 1,700,000.00, Revised OPS Amount: $ 8,600,000.00**, was approved.

This Order for Professional Services was approved at the November 2011 Commission Meeting, in the amount of $6,900,000.00. It provides program management services including the coordination, oversight and reporting activities required to facilitate the Final Design of Phase 3 of the Garden State Parkway 30 to 80 Widening Program. Phase 3 widened the Parkway from Milepost 35 to 48 and improved interchanges in both the northbound and southbound directions and coordinated with the proposed improvements at Interchanges 41 and 44. Extensive coordination was required due to the involvement of several consulting engineers, the ongoing improvements at Interchanges 41 and 44, and conformance to the approved Widening Program permits.

Supplement A will compensate Atkins North America, Inc. for additional Program Management services and data collection required for the advancement of the Shoulder Widening of the Garden State Parkway from Milepost 30 to 35. This final section of the Program is part of the fast track projects included in the recently allocated funds to address necessary infrastructure deterioration and safety improvements to the Turnpike and Parkway as quickly as possible. Due to the fast track service required to complete design in December 2019, this supplement will complete the mapping, collect soil borings, advance utility coordination, and administer a drainage pipe cleaning and video inspection program. This information is necessary to advance the final design and to prepare construction contract documents that will be performed under OPS No. P3411 in the near future.

It is, therefore, recommended that Supplement A to Order for Professional Services No. P3421 be issued to Atkins North America, Inc. not to exceed the amount of $1,700,000.00 with compensation on the same basis as the original Order for Professional Services. The addition of this amount increases the total authorized fee from $6,900,000.00 to $8,600,000.00. The original contract was procured pursuant N.J.S.A. 52:34-9.1 et seq. and N.J.A.C. 19:9-2.8.

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FINAL ACCEPTANCES

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279-12-2018

In a document dated November 26, 2018, **All work performed on the construction contract listed below has been completed in accordance with the contract documents and to the satisfaction of the Engineering Department. Accordingly, it is recommended that this contract be deemed complete and approved for Final Acceptance. The table below includes pertinent Change Order and financial information including the final payment amount due the Contractor upon Final Acceptance,** was approved.

Contractor / Contract No.	Description	Amount
North American Pipeline Services, LLC/P200.430	Stormwater Collection System Cleaning and Inspection, Milepost 63 to 80	$56,234.88

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Chief Engineer. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and approved as to correctness of form. Furthermore, the Contractor has certified that there are no liens outstanding against the Contractor. Accordingly, it is recommended that the contract listed above be accepted and final payment in the amount shown above be made to the Contractor.

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ACKNOWLEDGE REPORTS OF

ENGINEERING EXPENDITURES UNDER DELEGATED AUTHORITY

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280-12-2018

Acknowledge Reports of Engineering Expenditures Under Delegated Authority

- Construction Contract Progress Summary
- Change Order Report

On motion by Treasurer DuPont and seconded by Commissioner Salermo, the Board unanimously approved item nos. 269-12-2018 through 279-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda. The Authority unanimously accepted the reports contained in item number 280-12-2018 and received same for file.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	RECUSED	ABSENT	YES	YES

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MAINTENANCE

Director of Maintenance, Kenneth McGoldrick requested approval of item number 281-12-2018 through 283-12-2018. Moved are the items as follows:

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ORDER FOR PROFESSIONAL SERVICES (OPS)

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281-12-2018

In a document dated November 30, 2018, **Recommendation to Issue Order for Professional Services Nos. A3712 & A3713, New Jersey Turnpike and Garden State Parkway, Boswell Engineering - OPS No. A3712, Churchill Consulting Engineers - OPS No. A3713, Order for Professional Services No. A3712, On-Call Supervision of Construction Services, RM-145205, Budget Code: Various, Amount: $2,000,000.00, And, Order for Professional Services No. A3713, On-Call Supervision of Construction Services, RM-145206, Budget Code: Various, Amount: $2,000,000.00**, was approved.

Through this single procurement process, the Authority will select two consultants to assist the Maintenance Department on a variety of tasks on an as-needed basis. The services will generally consist of work related to construction management and supervision of civil engineering, mechanical engineering and electrical engineering projects, as well as other related work defined in the REFOI's Scope of Services.

The Order for Professional Services are each for a two (2) year term commencing on or about February 15, 2019, with an option for two (2), one (1) year extensions, provided the fee ceiling is not exceeded in the prior two (2) years. Each task will be authorized via the Work Request Authorization Form (WRAF) process. The total authorized fee for each OPS is $2,000,000.00 and each individual task order assignment but be less than $250,000. The Solicitation for Expressions of Interest (EOI) was posted on the Authority's website on August 31, 2018. Eight (8) firms submitted an EOI by the closing date of September 28, 2018.

The scoring of the EOIs by the Review Committee resulted in the following order of ranking and were requested to submit sealed Fee Proposals: 1) Boswell Engineering; 2) Churchill Consulting Engineers; 3) Dewberry Engineers, Inc. The rate sheet and multipliers submitted by the three (3) firms have been reviewed and considered to be fair and reasonable for the services to be provided, and the Review Committee concluded that Boswell Engineering and Churchill Consulting Engineers, being the two (2) highest ranked firms, should each be recommended for award.

It is, therefore, recommended that Order for Professional Services No. A3712 to provide On-Call Supervision of Construction Services be issued to the firm Boswell Engineering of South Hackensack, NJ, not to exceed the amount of $2,000,000.00. It is further recommended that

Order for Professional Services No. A3713 to provide On-Call Supervision of Construction Services be issued to the firm of Churchill Consulting Engineers of Berlin, NJ not to exceed the amount of $2,000,000.00.

The issuance of these OPS' are contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee, pursuant to Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (Corzine 2008), and having no objection to same. These professional services were procured, and the recommended firm was selected, in accordance with N.J.S.A. 52:34-9.1, et seq., N.J.S.A. 27:23-6.1 of the Authority's enabling legislation, N.J.A.C. 19:9-2.8, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006).

Authorization is further requested for the Executive Director to approve each of the two (2), one (1) year extensions, upon satisfactory performance by the vendor.

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FINAL ACCEPTANCES

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282-12-2018

In a document dated November 30, 2018, **All work performed on each of the construction contracts listed below have been completed in accordance with the contract documents and to the satisfaction of the Engineering Department. Accordingly, it is recommended that these contracts be deemed complete and approved for Final Acceptance. The table below lists each contract and includes pertinent Change Order and financial information including the final payment amount due the Contractor upon Final Acceptance**, was approved.

Contractor / Contract No.	Description	Amount
Jen Electric, Inc./ A200.399	Maintenance and Repair of Traffic Signals on the New Jersey Turnpike and Garden State Parkway	$ 5,552.26
MTB LLC/ T500.446	Roof Replacement at Turnpike Interchange 14C Toll Canopy	$ 2,489.50
WHL Enterprises, Inc./ A500.382	Toll Plaza Boiler Replacements Interchanges 7A, 8A, 11, 17, 18W and Pascack Valley along the New Jersey Turnpike and the Garden State Parkway	$ 0.00
Northeast Roof Maintenance, Inc./T500.445	Roof Replacement at Turnpike Cranbury State Police Garage	$ 2,442.50
Total		$10,484.26

The Certification and Recommendation for Final Acceptance has been executed by the Engineers, the General Consultant and the Director of Maintenance. All required contract documents including the Engineer's Final Certifications, Maintenance Bonds, Affidavit of Prevailing Wage and the Final Payment certificates have been submitted to the Law Department and

approved as to correctness of form. Furthermore, the Contractors have certified that there are no liens outstanding against the Contractors. Accordingly, it is recommended that each contract listed above be accepted and final payment in the amounts shown above be made to the Contractors.

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ACKNOWLEDGE REPORTS OF

MAINTENANCE EXPENDITURES UNDER DELEGATED AUTHORITY

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283-12-2018

The Board acknowledges the reports of Maintenance Expenditures Under Delegated Authority as indicated below:

- Construction Contract Progress Report
- Change Order Report

On motion by Treasurer DuPont and seconded by Commissioner Salermo, the Board unanimously approved item numbers 281-12-2018 and 282-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda. The Authority unanimously accepted the reports contained in item number 283-12-2018 and received same for file.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	RECUSED	ABSENT	YES	YES

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PROCUREMENT ("PMM")

Director of Procurement and Materials Management Andrea Ward, requested approval of item numbers 284-12-2018 through 288-12-2018. Moved are the items as follows:

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PUBLIC BIDS

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284-12-2018

In a document dated December 5, 2018, **International OEM Truck Parts and Service, Brown's Hunterdon International, LLC, Mid-Atlantic Truck Centre, Inc., RM-144604 (Maintenance / Inventory), Budget Code: Various, Amount: $750,000.00**, was approved.

Under these contracts, Brown's Hunterdon International, LLC ("Brown's") and Mid-Atlantic Truck Centre, Inc. ("Mid-Atlantic") will supply International OEM truck parts that will be stored in inventory for use in repairing Authority trucks. The contracts also include diagnostic and repair services for Authority vehicles. Bidders were required to quote a percentage discount off the manufacturer's list prices, and an hourly rate for diagnostic and repair services. The bid was

divided into three geographic areas: A) Turnpike Northern Division (Milepost 102.7); B) Central Turnpike (Milepost 67.6), Parkway (Milepost 116) and Central Inventory Facility (Woodbridge); and C) Turnpike Southern Division (Milepost 37.3). Bidders could bid on any or all areas, however bidders' repair facilities must be located within 100 miles of each area. The award is based on the highest discount off the manufacturer's list price catalog for parts. The bid was fully advertised and the eight (8) vendors listed in the Authority's database for the referenced commodity were notified of the procurement. On November 13, 2018, four (4) bids were received as follows (unit prices are available from the PMM Department):

Vendor	Discount Bid Area A	Area B	Area C
Brown's Hunterdon International, LLC, Bloomsbury, NJ	**41.2%**	**41.2%**	No Bid
Mid-Atlantic Truck Centre, Inc., Linden, NJ	41.2%*	41.2%*	**41.2%**
Hunter Truck Sales and Service, Inc., Swedesboro, NJ	No Bid	40.55 %	40.55 %
Houpert Fleet Services, LLC, Berlin, NJ	No Bid	12.0%	12.0%

* In accordance with the Authority's Regulations, the tie bids were resolved by a coin toss which was conducted on November 21, 2018. Representatives from both Brown's and Mid-Atlantic were in attendance along with Authority personnel from the Procurement and Materials Management and Internal Audit Departments.

Anticipated Total Amount: $750,000.00

Bids were procured, and authorization is being sought to award this contract in accordance with N.J.S.A. 27:23-1 et seq., the Authority's enabling legislation, N.J.A.C. 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). This award is contingent upon the Treasurer of the State of New Jersey completing the review of all documents submitted by the selected awardee pursuant to Public Law 2005, Chapter 51 and Executive Order No. 117 (Corzine 2008), and having no objection to same.

Accordingly, authorization is requested to award a contract for Areas A and B to Brown's Hunterdon International, LLC for a total amount not to exceed $680,000.00 and to Mid-Atlantic Truck Centre, Inc. for Area C, for a total amount not to exceed $85,000.00, both subject to funding availability at the time of ordering. Authorization is further requested for the Executive Director to approve each of the two, optional one-year extensions upon satisfactory performance by the vendor. Lastly, authorization is also requested to permit the redistribution of the above amounts to the individual contracts within the total authorized amount if necessary during the contract term.

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285-12-2018

In a document dated December 11, 2018, **Snow Removal and Salting Services 2018, 2021, Ratification, Various Contractors, RM-141055, Contract Nos. PPS-21-18; PPS-29-18 and PPN-47-18, Budget Code: Various, Amount: Funds authorized at the July 2018 Commission Meeting (3-Year Contracts)**, was approved.

At the July 24, 2018 Board of Commissioners Meeting, the Authority awarded multiple contracts for snow removal and salting services ("Services") for 15 designated locations on the Authority's Roadways (Agenda Item No. 163-07-2018). The contracts are for three snow seasons (the period beginning October 15, 2018 and ending April 15, 2021). Following the expiration of the Governor's 10-day veto, contracts for the Services were executed with the vendors authorized by the Commission action.

Recently, in entering the contract information into the Authority's financial software system, staff discovered that three contract awards recommended to two vendors, namely Earle Asphalt Company of Farmingdale, NJ ("Earle") and L&Y Enterprises, LLC of Hammonton, NJ ("L&Y"), were incorrect. Contrary to Section II 18 (e) of the Request for Bids, both Earle (Contracts PPS-21-18 and PPS-29-18) and L&Y (Contract PPN-47-18), each quoted an hourly Standby Time above the maximum allowable rate of 50% of the hourly Regular Time quoted by the bidder. Even though the overall total amounts bid by Earle and L&Y were less than each of their competitor's second low bid, their bids were flawed and should have been rejected. The Law Department, in reviewing Earle's and L&Y's bids, concluded that each bid violated a material mandatory specification and therefore the contracts must be rescinded and awarded to the next lowest responsible bidders. Thus, Maintenance staff completed and found fully compliant the technical documentation and snow removal equipment of the following next lowest bidders: 1) Silvi Concrete of Englishtown Fairless Hills, PA ("Silvi"); 2) A&A Truck Parts, Inc., Freehold, NJ ("A&A"); and 3) NSG Group, LLC, Colonia, NJ ("NSG"). The Maintenance Department therefore, with the concurrence of the Law Department recommended awards to these three vendors for contracts at the rates stated in the attached Bid Results. Given that the Services are deemed emergency services and the contracts needed to be established by mid-October (the commencement of the snow-season), awards were made under the Executive Director's delegated authority.

The contracts were procured and awarded to in accordance with *N.J.S.A* 27:23-6.1(a) of the Authority's enabling legislation, *N.J.A.C.* 19:9-2.2, promulgated pursuant thereto, and Executive Order No. 37 (Corzine 2006). These vendors are in compliance with Public Law 2005, Chapter 51 and Executive Order No 117 (Corzine 2008).

Accordingly, it is recommended that the award of contracts to Silvi Concrete of Englishtown (Contract PPS-21-18), A&A Truck Parts, Inc. (Contract PPS-29-18) and NSG Group, LLC (Contract PPN-47-18) for snow removal and salting services be ratified. There are no changes in the estimated contract values or overall total authorized amount for the contracts as

stated in Agenda Item No. 163-07-2018.

PARKWAY LOCATIONS

Contract PPS-21-18
Estimated Contract Value - $ 172,800.00

Mainline MM 80 – MM 93 – PMD4

	Bid Hours	Silvi Concrete of Englishtown Fairless Hills, PA Hourly Rate	Total
Regular Time			
1. Plow Trucks w/Authority supplied plows & spreaders (12)	8	$550.00	$52,800.00
2. Supervisory Vehicle (2)	2	$125.00	$ 500.00
Standby Time			
1. Plow Trucks w/Authority supplied plows & spreaders (12)	2	$275.00	$ 6,600.00
2. Supervisory Vehicle (2)	2	$125.00	$ 500.00
TOTALS			$60,400.00

Contract PPS-29-18
Estimated Contract Value - $ 115,200.00

Mainline MM 88- MM 100 – PMD3

	Bid Hours	A & A Truck Parts, Inc. Freehold, NJ Hourly Rate	Total
Regular Time			
1. Plow Trucks w/Authority supplied plows & spreaders (8)	8	$375.00	$24,000.00
2. Supervisory Vehicle (1)	2	$125.00	$ 250.00
Standby Time			
1. Plow Trucks w/Authority supplied plows & spreaders (8)	2	$187.50	$ 3,000.00
2. Supervisory Vehicle (1)	2	$125.00	$ 250.00
TOTALS			$27,500.00

Contract PPN-47-18
Estimated Contract Value - $ 57,600.00

Driscoll Bridge (Outer Span) to 127A and turning a 129 to 124 (North & South)-PMD6

	Bid Hours	NSG Group, LLC Colonia, NJ Hourly Rate	Total
Regular Time			
1. Plow Trucks w/Contractor supplied plows (4)	8	$500.00	$16,000.00
2. Supervisory Vehicle (1)	2	$125.00	$ 250.00
Standby Time			
1. Plow Trucks w/Contractor supplied plows (4)	2	$250.00	$ 2,000.00
2. Supervisory Vehicle (1)	2	$125.00	$ 250.00
TOTALS			$18,500.00

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STATE/GOVERNMENT CONTRACTS

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286-12-2018

In a document dated November 28, 2018, **Video Display Wall System Maintenance and Support, Imtech Corporation dba Activu Corp., R-145279 (ITS), Budget Code: 010 00 830 121020, U.S. General Services Administration (GSA) Schedule 70, GSA Contract No.**

GS-35F-0632N expiring 5/21/23, Amount: $135,995.12 (3-year contract), was approved.

Under this contract, Activu Corp. will supply three years of maintenance and support to hardware and software for the video display wall systems installed at the Statewide Traffic Management Center and the Authority's Headquarters. The displays provide the Authority, the NJDOT and NJ State Police with the ability to display real-time video from New Jersey roadways, creating situational and event awareness essential to daily operations. In addition, the video displays facilitate emergency management on the respective roadways.

This procurement, under the General Services Administration ("GSA")/Federal IT Schedule 70, Contract No. GS-35F-0632N, is in accordance with *N.J.A.C.* 17:12-1A.5, promulgated pursuant to *N.J.S.A.* 52:34-6.3 which permits New Jersey state entities such as the Authority, without advertising, to purchase goods and services directly from vendors which hold GSA contracts under the Federal Supply Schedules.

Accordingly, authorization is requested to award a contract under GSA Contract No. GS-35F-0632N for three years of maintenance and support for two video display wall systems to Activu Corp. for an amount not to exceed $135,995.12.

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287-12-2018

In a document dated November 27, 2018, **Tandem Dump Trucks, Beyer Bros Corp., RM-145560 (Maintenance), Budget Code: (2019) 040 00 500 156555 040C07021T, State Contract No. 83470 expiring 1/29/2019, Amount: $1,852,992.00 ($231,624.00 each),** was approved.

Under this contract, Beyer Bros Corp. will provide eight (8) 2019 Volvo tandem axle cab and chassis dump trucks with conveyor body, wing plow assembly, snow plow hitch, de-icing system and all other standard equipment listed per New Jersey State Contract. These trucks are replacing older models that have reached their life expectancy. The trucks being replaced will be sold as surplus if feasible. The dump trucks are available from NJ State Contract No. 83470 expiring 1/29/2019.

This procurement, under State Contract No. 83470, is in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 *et seq.*, the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, authorization is requested to award a contract under State Contract No. 83470 for eight (8) tandem axle dump trucks to Beyer Bros Corp. for a total amount not to exceed $1,852,992.00

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288-12-2018

In a document dated November 27, 2018, **State Contract Modifications, At prior Board of Commissioners meetings, the Authority approved purchases (up to a maximum**

authorized dollar amount) from the vendors listed herein under the New Jersey State contracts referenced below. The terms of the referenced State contracts have since been extended and additional funds are needed to purchase these necessary goods and/or services through the extended terms of the State contracts, was approved.

Description / Original Agenda Item	Vendor Name	Requisition Number	NJTA Contract No.	NJ State Contract No. Expiration	Current Authorized Amount	New Authorized Amount	Requested Increase Amount
Automotive Parts for Heavy Duty Vehicles (Over 15,000 lb GVWR) Awarded 10/31/2017	D&W Diesel, Inc. Auburn, NY	RM-145394 (Maint.)	2570	42124 Expires 8/9/2019	$70,000.00	$145,000.00	**$75,000.00**
Snow Plow Parts January 27, 2015 035-01-2015	Greelco, Inc. Newark, NJ	RM-145559 (Inventory)	2098	88265 Expires 1/19/2020	$2,960,000.00	$3,710,000.00	**$750,000.00**
Steel, Aluminum and Various Metal Products Awarded 08/10/2016	Fox Steel Products, LLC Mount Laurel, NJ	RM-145483 (Maint.)	2376	84213 Expires 04/30/19	$95,000.00	$170,000.00	**$75,000.00**
Total							**$900,000.00**

The original procurements, under the State contracts, were in accordance with *N.J.A.C.* 19:9-2.5(a), promulgated pursuant to *N.J.S.A.* 27:23-1 et seq., the Authority's enabling legislation, and Executive Order No. 37 (Corzine 2006) which permits the Authority, without advertising, to purchase goods and services directly from vendors who hold contracts with the State of New Jersey.

Accordingly, given that the period of time during which the Authority may make additional purchases under the referenced State contracts was extended through the new expiration dates of those contracts, approval is hereby requested to increase the Authority's current authorized amounts to the new authorized amounts stated above, subject to funding availability at the time of order or service.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item numbers 284-12-2018 through 288-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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GENERAL BUSINESS

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OPERATIONS

Acting Director of Operations Kevin Dunn requested approval of item number 289-12-2018. Moved is the item as follows:

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289-12-2018

Director of Operations Kevin Dunn requested acceptance of the **Resume of All Fatal Accidents for the Garden State Parkway and New Jersey Turnpike: Period 01/01/2018 through 11/30/2018; both with 2017-2018 Yearly Comparisons through November 2018**.

On motion by Treasurer DuPont and seconded by Commissioner Pocino, the Board unanimously approved item number 289-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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STATE POLICE

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290-12-2018

Major Ernie Giampietro requested acceptance of the **New Jersey State Police Troop D Activity Reports**, for November 2018, with 2017 – 2018 Yearly Comparisons.

On motion by Treasurer DuPont and seconded by Vice Chairman Gravino the Authority unanimously accepted the reports contained in item number 290-12-2018 and received same for file.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

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FINANCE

Chief Financial Officer Donna Manuelli requested approval of item number 291-12-2018. Moved is the item as follows:

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291-12-2018

Chief Financial Officer Donna Manuelli presented the **Financial Summary for the Eleven (11) months ended November 30, 2018**, was approved.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item number 291-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

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ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

Chief Financial Officer Donna Manuelli requested approval of item number 292-12-2018. Moved is the item as follows:

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292-12-2018

In a document dated November 30, 2018, **Authorization to Adopt New Jersey Turnpike Authority OPEB Trust Agreement and Plan of Benefits**, was approved.

At the January 16, 2014 commission meeting, the Board approved an action plan to establish an Internal Revenue Code (IRC) Section 115 Trust for Other Post Employment Benefit (OPEB) obligations. OPEB obligations include employee benefits, other than pensions, that are received after employment ends. OPEB includes the post-employment benefit items such as medical and prescription drugs. The authorization allowed the establishment of the OPEB Trust and all other necessary actions to implement the Trust.

The attached OPEB Trust Agreement and Plan of Benefits (the Plan) provides a mechanism for pre-funding OPEB obligations by adopting the attached Plan which establishes a Trust Fund. The Trust Fund established under this Plan and the assets thereunder will not be used for, or diverted to, purposes other than the exclusive benefit of Participants. The Trust Fund shall be established under Code section 115 and shall be an irrevocable trust under applicable law of the State of New Jersey.

Over the past several years, credit rating agencies and investors have increased their focus on prudent financial management and planning for governmental entities, especially in the areas of retiree benefits – both pension and other benefits. The Authority's management recognized that funding OPEB is important for not only satisfying rating agencies and investors, but also to meet its obligations to its employees and retirees. In addition, Governmental Accounting Standards Board (GASB) Statement No. 75, requires the Authority to have its OPEB obligation calculated and recorded as an expense and liability in its financial statements. This new GASB replaces a prior statement (GASB 45) and has to be adopted by the Authority as part of its audited financial statements for the year ended December 31, 2018. It is expected that the Authority will have to record a much greater liability in its financial statements under this new standard. Based on the most recent actuarial calculation as of January 1, 2017, the Authority's total unfunded actuarial accrued liability was approximately $1.5 billion. The establishment and even partial funding of an OPEB Trust provides a financial benefit which will reduce the Authority's unfunded liability.

Once the attached Plan is approved, the Authority will continue the steps to implement the Plan, including procurement of a Trustee and an Investment Advisor, as well as submit any required documentation to the Internal Revenue Service (IRS). The Authority's Health Benefit Consultant has assisted in the drafting of the Plan, and it has been reviewed by outside counsel. Adoption of the Plan provides a benefit to both the Authority, its employees and its retirees, and as such, approval is respectfully recommended.

[See OPEB Trust Agreement attached to these minutes]

On motion by Treasurer DuPont and seconded by Commissioner Salermo the Board unanimously approved item number 292-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ooo0ooo
ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

ooo0ooo
EXECUTIVE

Deputy Executive Director James Carone requested approval of item number 293-12-2018. Moved is the item as follows:

****

293-12-2018

In a memorandum dated December 12, 2018, **Authorization to Award a contract for Insured Stop Loss coverage to TMS Re Stop Loss, Inc., for the Period 1/1/2019 - 12/31/2019 and to negotiate renewal of this coverage for an additional one year period**, was approved.

The New Jersey Turnpike Authority (the "Authority") has been working with its Health Benefits Consultant, The Segal Company ("Segal"), to solicit proposals for Stop Loss Insurance. Stop Loss coverage is insurance that protects the Authority's self-insured medical benefits program from individual claimants with aggregate medical and prescription drug claims paid in excess of $350,000, which is the Authority's self-insured retention.

On behalf of the Authority, Segal requested proposals from seventeen (17) vendors for rates offering stop loss insurance effective January 1, 2019. Vendors were asked to provide proposals to match the provisions of the Authority's existing contract. Two (2) proposals were received from the following entities:

1) TMS Re Stop Loss, Inc. ("TMS Re")

2) Berkley Accident and Health Insurance Company. ("Berkley")

In its Evaluation Report dated December 2018, Segal thoroughly documented its evaluation process, the proposals, and its recommendation. Berkley's proposal was deemed excessive as their annual fee resulted in a 180% increase.

TMS Re submitted several options which were reviewed by Segal and Authority

management. Two (2) options were deemed the most feasible. The first quote is a 49% increase to current rate, but does not laser any individuals, as was done in the previous year. Last year's contract had one (1) employee "lasered" with a higher $750,000 deductible, thus increasing the Authority's overall Stop Loss exposure for this individual by $400,000. Under the first option offered in TMS Re's proposal, all participants maintain the $350,000 deductible limit. The premium cost for this option is $44.90 per employee per month with an estimated annual premium of $1,453,100, based on current enrollment. This first option represents a large increase due to the high claims expense in 2017 and 2018.

The second option offered by TMS Re incorporated the same provisions as the first with the additional feature of an aggregating specific deductible of $250,000. The aggregating specific deductible allows a reduced stop loss premium in exchange for assuming additional claim liability. When an individual claim, or combination of individual claims exceed the deductible limit ($350,000), the amount exceeding the deductible is applied to the aggregate specific deductible ($250,000) rather than being paid to the Authority. When the total excess claim amounts exceeding the individual stop loss deductible equals the aggregating specific deductible, these additional amounts will be reimbursed back to the Authority. Based on the discussion with Segal, since the premium amount differential is the same as the aggregating specific deductible, the Authority's maximum claims exposure of Option 2 would not exceed the total cost exposure of Option 1, with the potential benefit of premium savings if the actual excess claims are less than the aggregating specific deductible. The Authority and Segal have agreed that Option 2 is the best fit for the Authority in 2019. The premium cost for this option is $37.18 per employee per month with an estimated annual premium of $1,203,100, based on current enrollment, a 23.4% increase above current contract.

Segal recommends, and staff concurs with placing the stop loss coverage with TMS Re. It should be noted that TMS Re is not only the most competitive proposal regarding cost, but it also provides a more favorable insured agreement for the Authority. TMS Re will continue to include a provision that considers all dependent children of an employee as one individual for deductible purposes in addition to a renewal cap not to exceed +49%. The insurance financial strength of Nationwide Life Insurance Company will be insuring the coverage, which has an A.M. Best rating of A+.

Therefore, authorization is requested to award a contract for insured Stop Loss coverage to TMS Re of Princeton New Jersey, for Option 2 including the aggregating specific deductible of $250,000, for the policy period of January 1, 2019 through December 31, 2019, for an amount not to exceed $1,203,100, which precise premium shall be subject to fluctuation based on enrollment, as the premium is computed on a per participant per month basis. It is further recommended that the Executive Director be authorized to take any actions and execute any documents that are necessary to effectuate the purpose of the above authorizations. Authorization is further

requested to authorize the Executive Director to negotiate with TMS Re for one subsequent one-year renewal not to exceed a 15% maximum increase in the annual fee. In the event that the Executive Director cannot negotiate renewal of this coverage with TMS Re, the Authority will, once again, engage all available resources to evaluate market conditions, solicit competitive rates and seek authorization from the Board for any subsequent awards.

On motion by Treasurer DuPont and seconded by Commissioner Pocino the Board unanimously approved item number 293-12-2018; and authorized or ratified, as presented, the recommendations contained therein; and received and filed the memoranda.

ooo0ooo

ROLL CALL

GUTIERREZ-SCACCETTI	GRAVINO	DuPONT	POCINO	DIAZ	MINELLA	SALERMO
YES	YES	YES	YES	ABSENT	YES	YES

ooo0ooo

CHAIR COMMENTS

Chair Gutierrez-Scaccetti wished everyone a safe, happy and healthy holiday season. Gutierrez-Scaccetti wished everyone a very prosperous 2019 and noted we had a good year and got a lot done in the State and are going to continue with forward progress. Gutierrez-Scaccetti further advised we should buckle up, put it down, pull over and stay sober and stay safe and remember everyone goes home every night. Gutierrez-Scaccetti concluded we are a transportation agency and we set the bar for everyone else.

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The motion to adjourn was made by Treasurer DuPont and seconded by Commissioner Pocino, and, after the voice vote, the motion was duly adopted. The Board of Commissioners adjourned the meeting at 9:48 a.m., and advised that it will meet again on Tuesday, January 29, 2019 at 9:00 a.m., at the Authority's headquarters building located at 1 Turnpike Plaza in Woodbridge, New Jersey.

ATTEST:

Kim Schurman
Secretary to the Authority

John M. Keller
Executive Director

Date: December 18, 2018

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NEW JERSEY TURNPIKE AUTHORITY (NJTA)

OPEB TRUST AGREEMENT AND PLAN OF BENEFITS

EFFECTIVE JANUARY 1, 2019

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ARTICLE I

PURPOSE

1.01 **Plan.** Effective January 1, 2019, the New Jersey Turnpike Authority ("NJTA" or "Authority"), a governmental entity, adopted this New Jersey Transit Authority OPEB Trust Agreement and Plan of Benefits through its Board of Commissioners.

1.02 **Purpose.** The Authority desires to provide a mechanism for pre-funding OPEB Liabilities reported in accordance with the Governmental Accounting Standards Board (GASB) Statement No. 75, or any successor GASB Statement intended to replace this one, to the extent applicable. To accomplish this purpose, the Authority has adopted this Plan and established a Trust Fund. The Trust Fund established under this Plan and the assets thereunder will not be used for, or diverted to, purposes other than the exclusive benefit of Participants. The Trust Fund shall be established under Code section 115 and shall be an irrevocable trust under applicable law of the State of New Jersey.

1.03 **Rights.** This Plan and Trust Fund do not give any Participant or any other person any legal or equitable right against the Authority, the Plan Administrator, the Trustee, or the corpus or income of the Trust Fund, unless the right is specifically provided for in this Plan and Trust Agreement, nor does it give any Participant the right to be retained in service of the Employer.

ARTICLE II

DEFINITION OF TERMS

The following words and phrases shall, when used herein with initial capitalization, have the following meanings unless the context clearly indicates otherwise. Some of the words and phrases used in this Plan and Trust Agreement are defined, for convenience, as they are introduced into the text, rather than in this Article II.

2.01 **Board of Commissioners.** Under this Plan, the term refers to the Board of Commissioners of the New Jersey Turnpike Authority.

2.02 **Code.** The Internal Revenue Code of 1986, as amended or replaced from time to time.

2.03 **Effective Date.** The Effective Date of this Plan and Trust Agreement is January 1, 2019.

2.04 **Employer.** The New Jersey Turnpike Authority shall be the Employer.

2.05 **Dependent.** A dependent under the terms of this Plan means an individual who is an eligible retiree's child as defined by Code section 152(f)(1) and who has not attained age 26, and any tax dependent of an eligible retiree as defined in Code section 105(b) provided, however, that any child to whom Code section 152(e) applies (regarding a child of divorced parents where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents. Notwithstanding the foregoing, this Plan will provide benefits in accordance with requirements of any medical child support order pursuant to domestic relations laws of the State of New Jersey, even if the child does not meet the definition of dependent under this Plan.

2.06 **Health Insurance.** The costs paid for fully-insured policies or self-funded accident or health plans sponsored by the Employer that provide medical care for Participants. Medical care shall include but is not limited to diagnosis, cure, mitigation, treatment, or prevention of disease and for treatments affecting any part or function of the body, whether intended to alleviate or prevent a physical or mental defect or illness, as defined in Code section 213(d).

2.07 **OPEB Liabilities.** Other Post-Employment Benefit (OPEB) liabilities applicable to the Employer as determined by the actuary of the Employer, as defined in Governmental Accounting Standard Board Statement No. 75, or any successor GASB Statement intended to replace this one, to the extent applicable.

2.08 **Participant.** Any current and future retiree of the Employer, or spouse, surviving spouse or Dependent of such retiree, who also meets the eligibility requirements for this Plan as set forth in Section 5.01.

2.09 **Plan.** The New Jersey Turnpike Authority plan of benefits, as set forth herein, and any modification, amendment, extension or renewal thereof. This Plan is intended to provide nontaxable benefits under Code section 106.

2.10 **Plan Administrator.** The person or persons designated by the Board of Commissioners, including any administrative committee appointed by the Board of Commissioners, with the powers and duties described in Article VI to administer the Plan for the benefit of the Participants.

2.11 **Plan Year.** The Plan's accounting year of 12 consecutive months commencing on January 1 of each year and ending December 31 of the same calendar year.

2.12 **Trust Agreement.** This Trust Agreement and Plan of benefits, as set forth herein, and any modification, amendment or extension or renewal thereof.

2.13 **Trust Fund.** The assets of the Plan and trust, as the same shall exist from time to time, established under this Trust Agreement from contributions made by the Employer and from which any distributions under the Plan are made. The Trust Fund is intended to be a tax-exempt trust established under Code section 115.

2.14 **Trustee.** The person or persons appointed by the Plan Administrator to act as trustee of the Trust Fund, or any successor Trustee, in accordance with Section 7.05.

2.15 **Valuation Date.** The last day of every Plan Year, or such other valuation date as may be designated by the Plan Administrator.

ARTICLE III

ESTABLISHMENT OF TRUST FUND

3.01 **Trust Fund Established.** There is hereby established a Trust Fund to be known as the New Jersey Turnpike Authority OPEB Trust Fund. This Trust Fund is intended to be a tax-exempt governmental trust established under Code section 115 and an irrevocable trust under applicable law of the State of New Jersey.

The Trust Fund shall consist of such sums of money and such other property acceptable to the Trustee as shall from time to time be paid or delivered to the Trustee pursuant to this Agreement and the earnings thereon. All such money and property, all investments made therewith, and proceeds thereof, and all earnings and profits thereon, less any payments or distributions made by the Trustee, pursuant to the terms of this Agreement, shall be the Trust Fund.

Responsibility for the management of the Trust Fund, including the power to accept, invest and dispose of Trust Fund assets, may be vested, at the discretion of the Plan Administrator, in the Trustee. Allocation of assets of the Trust Fund shall be made by the Trustee consistent with the determinations of the Plan Administrator and in accordance with the Authority's OPEB Trust investment policy.

3.02 **Contributions.** The Trust Fund shall be funded from contributions of the Employer, made in accordance with the terms of Article IV. All contributions of the Employer shall be paid to the Trustee for deposit into the Trust Fund. Such contributions shall be invested in accordance with Section 6.02 so as to produce the best returns possible consistent with prudent investment policies and legal requirements. The Trustee is under no duty to inquire into the correctness of contributed amounts paid to the Trustee. The Trustee, Plan Administrator or any other person is under no duty to enforce the payment of contributions.

3.03 **Exclusive Benefit.** The Trust Fund shall be held, disbursed, and administered by the Trustee in accordance with the provisions of this Trust Agreement for the exclusive benefit of Participants as set forth in the provisions of the Plan and shall not be used or diverted for any other purpose. No party shall have authority to use or divert the assets of the Trust Fund for any purpose other than the payment of post-employment health and welfare benefits or expenses of the Plan and Trust Fund.

In no event shall the assets of the Trust Fund be subject to the claims of the creditors of the Authority, Board of Commissioners, Plan Administrator, Trustee, or Participants.

ARTICLE IV

CONTRIBUTIONS

4.01 **Participant Contributions.** Participant contributions are neither required nor permitted under this Plan.

4.02 **Employer Contributions.** Once every other Plan Year, or as otherwise required under GASB Statement No. 74 or No. 75 (or any successor GASB Statements intended to replace these Statements, to the extent applicable), or more frequently at the discretion of the Employer, the Employer's actuary will determine the Employer's net OPEB Liability in accordance with GASB Statement No. 75 (or any successor GASB Statement intended to replace this one, to the extent applicable).

The Employer may contribute to the Trust Fund an amount equal to the net OPEB Liability, or any portion thereof, as determined from time to time by the Employer in its sole discretion, or any other additional amounts for the purpose of funding the payment of Health Insurance for Participants in accordance with this Plan. In addition, the Employer may make discretionary contributions for this purpose in the same manner, including upon establishment of the Trust Fund. Contributions of the Employer shall be credited to the Trust Fund and will be included in the report described in Section 6.03. The method of determining the amount of contributions shall be established solely by the Employer.

All Employer contributions made shall be paid to the Trustee for deposit into the Trust Fund in accordance with the terms of this Trust Agreement. Plan assets shall be invested in accordance with Section 6.02 so as to produce the best returns possible consistent with prudent investment policies and legal requirements.

ARTICLE V

BENEFITS

5.01 **Benefit Eligibility.** A Participant shall be eligible for benefits under this Plan based solely on the Participant's status as a current or future retiree of the Employer, or spouse, surviving spouse, or Dependent of such retiree, who also satisfies any additional criteria of the Employer to be eligible for post-employment Health Insurance benefits, including any eligibility requirements for post-employment Health Insurance benefits negotiated under a collective bargaining agreement.

The eligibility requirements for post-employment Health Insurance benefits for retired employees of the Employer who are subject to a collective bargaining agreement are set forth in applicable Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), relevant portions of which are hereby incorporated by reference. The eligibility requirements for post-employment Health Insurance benefits for retired employees of the Employer who are non-bargained or non-union individuals not subject to a collective bargaining agreement are as follows:

a. Post-employment benefits other than pension (OPEB) provisions under this Plan for non-bargained management employees mirror those of the applicable AFSCME Local 3914 (Manager's Association) Collective Bargaining Agreement. For this purpose, non-bargained management employees means employees in a management job title as determined by the Employer, including successor management job titles. Currently, employees within salary scales M through V are considered management job titles.

b. Post-employment benefits other than pension (OPEB) provisions under this Plan for all other non-bargained employees mirror the employees' health benefit provisions of the applicable AFSCME Local 200 (Supervisor's Association) Collective Bargaining Agreement. For this purpose, all other non-bargained employees means employees in non-management job titles as determined by the Employer, including successor non-management job titles. Currently, employees within salary scales B through L are considered non-management job titles.

c. Post-employment benefits other than pension (OPEB) provisions under this Plan for all non-bargained Parkway Administration retirees mirror those of the applicable AFSCME Local 3914 (Manager's Association) Collective Bargaining Agreement, with the following exceptions:

1. Parkway Administration retirees retain medical, dental, vision, and prescription drug coverage, if they meet all lifetime health benefits requirements as set forth in the applicable AFSCME Local 3914 Collective Bargaining Agreement.

2. Parkway Administration retirees, who retired April 1, 2000, or after, are not eligible for Medicare Part B reimbursement.

3. Parkway Administration retirees are not eligible for paid-up management life insurance.

For this purpose, Parkway Administration retirees mean a closed group of non-bargained employees of the New Jersey Highway Authority's Legacy Benefit Program who retire from the Employer.

5.02 **Survivor Benefits.** Based solely on the criteria of the Employer, Health Insurance benefits may be payable for a surviving spouse of an individual who is a current or future retiree of the Employer, including after the death of such individual. In such case, the surviving spouse shall be considered a Participant under this Plan. A surviving spouse shall mean the person to whom a Participant is legally married on the date of the Participant's death.

The eligibility requirements for post-employment Health Insurance benefits for the surviving spouse of a current or future retiree of the Employer who is subject to a collective bargaining agreement are set forth in applicable Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA), relevant portions of which are hereby incorporated by reference. The eligibility requirements for post-employment Health Insurance benefits for the surviving spouse of a current or future retiree of the Employer who is a non-bargained or non-union represented individual not subject to a collective bargaining agreement are as follows:

a. Post-employment benefits other than pension (OPEB) provisions under this Plan for non-bargained management employees mirror those of the applicable AFSCME Local 3914 (Manager's Association) Collective Bargaining Agreement. For this purpose, non-bargained management employees means employees in a management job title as determined by the Employer, including successor management job titles. Currently, employees within salary scales M through V are considered management job titles.

b. Post-employment benefits other than pension (OPEB) provisions under this Plan for all other non-bargained employees mirror the employees' health benefit provisions of the applicable AFSCME Local 200 (Supervisor's Association) Collective Bargaining Agreement. For this purpose, all other non-bargained employees means employees in non-management job titles as determined by the Employer, including successor

non-management job titles. Currently, employees within salary scales B through L are considered non-management job titles.

c. Post-employment benefits other than pension (OPEB) provisions under this Plan for all non-bargained Parkway Administration retirees mirror those of the applicable AFSCME Local 3914 (Manager's Association) Collective Bargaining Agreement, with the following exceptions:

1. Parkway Administration retirees retain medical, dental, vision, and prescription drug coverage, if they meet all lifetime health benefits requirements as set forth in the applicable AFSCME Local 3914 Collective Bargaining Agreement.

2. Parkway Administration retirees, who retired April 1, 2000, or after, are not eligible for Medicare Part B reimbursement.

3. Parkway Administration retirees are not eligible for paid-up management life insurance.

For this purpose, Parkway Administration retirees mean a closed group of non-bargained employees of the New Jersey Highway Authority's Legacy Benefit Program who retire from the Employer.

5.03 **Vesting.** The benefits payable to or on behalf of Participants under this Plan do not confer any additional vesting rights on Participants and are subject to termination or reduction as to future payments at any time in accordance with Article IX. Benefits are payable from the Trust Fund to the Employer on behalf of a Participant only to the extent allocated to the Trust Fund.

5.04 **Payment of Benefits.** Benefits under this Plan shall be limited to payment of the cost of Health Insurance for a Participant. The Plan Administrator shall require evidence that costs have been incurred for Health Insurance provided for the benefit of a Participant before benefit payment under this Plan may be made to any post-employment accident or health plan of the Employer. Such evidence may be provided by the Employer, or the health plan, or the Employer's actuary. Payment of Health Insurance eligible costs to any post-employment health plans of the Employer will be made at such times as the Plan Administrator may determine. Payment of benefits under the Plan and from the Trust Fund shall at all times be made in a manner that is consistent with any applicable rules or requirements under GASB Statements No. 74 and No. 75, or any successor GASB Statements intended to replace these Statements, to the extent applicable.

ARTICLE VI

PLAN ADMINISTRATOR

6.01 **Duties of Plan Administrator.** The Plan Administrator has the duty and full power to administer this Plan; the Trustee does not have this duty.

a. General Powers and Duties. The Plan Administrator's primary responsibility is to administer the Plan for the exclusive benefit of the Participants, in accordance with the terms of the Plan. The Plan Administrator shall have the power to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Plan Administrator shall be conclusive and binding upon all persons. The Plan Administrator shall establish procedures as deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and in compliance with the terms of State law and all regulations issued pursuant to the Code and State law. The Plan Administrator shall have all powers necessary to accomplish his or her duties under this Plan.

b. Specific Duties. The Plan Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

1. Determine questions submitted by the Trustee to the Plan Administrator in connection with the administration of the Plan and Trust Fund;

2. Provide an annual report to the Authority indicating the value of the assets of the Trust Fund, including investment income of such assets, in accordance with Section 6.03;

3. Appoint a Trustee and remove Trustee from time to time as it deems necessary for proper administration of the Plan to assure that the Plan is being operated for the exclusive benefit of the Participants in accordance with the terms of the Plan, the Code, and laws of the State of New Jersey, subject to the procurement rules of the Authority.

4. Direct the Trustee with respect to the amount, timing and manner of benefits payable on behalf of any Participant under the Plan;

5. Maintain all necessary records for the administration of the Plan;

6. Interpret and enforce the provisions of the Plan and to make and publish such rules for regulation of the Plan as is consistent with the terms hereof;

7. Settle, compromise, or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.

6.02 Investment Powers and Duties of the Plan Administrator.

a. The Plan Administrator shall direct the Trustee to invest and reinvest the Trust Fund without distinction between principal and income and in such securities or property, real or personal, as the Plan Administrator shall deem advisable.

b. The Plan Administrator may from time to time, direct the Trustee to transfer all or such part of the Trust Fund as the Plan Administrator may deem advisable to, and engage in any transaction with a common or collective trust fund or pooled investment fund which is authorized and permitted to receive investments from the Trust Fund. Any part or all of the Trust Fund transferred to any such fund shall be subject to all of the terms and provisions of the fund, and such terms and provisions as they may now or hereafter exist are hereby incorporated herein by reference. The Plan Administrator may, from time to time, direct the Trustee to withdraw from such common or collective trust fund or pooled investment fund all or such part of the Trust Fund as the Plan Administrator may deem advisable.

c. The Plan Administrator shall have additional powers to direct the Trustee with respect to investment of the Trust Fund, including, but not limited, to the following:

1. To purchase, or subscribe for, any securities or other property and to retain the same.

2. To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trust Fund.

3. To vote upon any stocks, bonds, or other securities and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property.

4. To cause any securities or other property to be registered in the Trustee's own name or the name of its designee, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund.

d. The Plan Administrator may utilize the services of one or more investment advisers to manage all or any of the assets of the Trust Fund, subject to the procurement rules of the Authority. Such investment adviser must be a person, firm, or corporation registered as an investment adviser under the Investment Advisers Act of 1940 and must acknowledge fiduciary responsibility to the Plan and Trust Fund in writing. The Plan Administrator shall direct the Trustee to follow the written directions of such an investment adviser with respect to investment of the Trust Fund assets under the management of the investment adviser. The Employer, Plan Administrator, and Trustee shall not be liable for the acts or omissions of a duly appointed investment adviser, or be obligated to invest, direct the investment of, or otherwise manage any asset in the Trust Fund which is subject to the management of an investment adviser. Any investment adviser appointed hereunder may be removed by the Plan Administrator at any time.

6.03 **Records and Reports.** The Plan Administrator shall keep a record of all actions taken and all other books of accounts, records, and other data that may be necessary for proper administration of the Plan, and shall be responsible for supplying all information and reports to the Internal Revenue Service and others as required by law, to the extent applicable to the Plan.

In addition, the Plan Administrator shall furnish to the Authority a written statement of account with respect to each Valuation Date within sixty (60) days following the end of each Plan Year, which shall include the following:

a. The contributions made to the Trust Fund by the Employer.

b. The net income, or loss, of the Trust Fund.

c. The gains, or losses, realized by the Trust Fund upon sales or other disposition of Trust Fund assets.

d. The payment of administrative expenses and other expenses.

e. All payments and distributions made from the Trust Fund.

f. The total increase, or decrease, in the value of the Trust Fund.

g. Such further information as the Plan Administrator may deem appropriate.

6.04 **Audit.** To the extent an audit of the Trust Fund's records is required, such audit will be made for any Plan Year, and the Plan Administrator shall engage an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Trust Fund in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Plan Administrator and the Trustee a report of such audit setting forth his or her opinion as to whether each of the following statements, schedules, or lists, or any others that are required are presented fairly in conformity with generally accepted accounting principles consistently. All auditing and accounting fees shall be an expense of, and be paid from, the Trust Fund.

6.05 **Appointment of Advisors.** The Plan Administrator may utilize the services of legal counsel, actuaries, specialists, advisors, and other persons as the Plan Administrator deems necessary or desirable in connection with the administration of the Plan, subject to the procurements rules of the Authority.

6.06 **Discharge of Fiduciary Responsibility.** The Plan Administrator shall discharge its duties and responsibilities with respect to the Plan and Trust Fund in accordance with the standards set forth in this Trust Agreement. Accordingly, the Plan Administrator shall discharge such duties:

a. Solely in the interest of the Participants for the exclusive purpose of providing benefits to the Participants and defraying reasonable expenses of administering the Plan;

b. With the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

c. By diversifying the investment of the Plan so as to minimize the risk of large losses, unless under the circumstances it is not prudent to do so;

d. In accordance with the documents and instruments governing the Plan and Trust Fund.

Every action taken by the Plan Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon the Plan Administrator by the terms of the Plan and Trust Agreement. The Plan Administrator shall be deemed to have exercised reasonable care, diligence, and prudent and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence.

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6.07 **Agreement to Hold Harmless.** Except for gross negligence or an intentional breach of fiduciary duty, the Employer shall hold harmless its employees and agents, including the Plan Administrator, from all claims arising from any action brought by a Participant to enforce his or her rights under this Plan and Trust Agreement.

ARTICLE VII

TRUSTEE

7.01 **Powers and Duties of the Trustee.** The Trustee is authorized to exercise all powers conferred upon trustees by law which it may deem necessary or proper for management and protection of the Trust Fund. To the extent that the Trustee exercises authority over the management and investment of Trust Fund assets, it shall have all powers and duties now or hereafter conferred or permitted by law, including, but not limited, to the following:

a. To hold, invest and reinvest Trust Fund assets, together with the income, in accordance with directions of the Plan Administrator and guidelines established under the Plan, including any written investment policy, subject to the provisions of Section 6.02 d.

b. To retain in cash or other property unproductive of income, without liability for interest, so much of the Trust Fund assets as may be determined; to deposit cash in any bank and select any bank as custodian; and cause securities or other property to be registered or held in its individual name, or in the name of its designee.

c. To establish a trust account for the Employer as of the Effective Date unless an account has already been so established. On each Valuation Date, or such other date(s) as may be determined by the Plan Administrator, the Trustee shall allocate to the Trust Fund contributions, net income or losses, expenses and payments or distributions, as directed by the Plan Administrator.

d. To pay for the costs of Health Insurance for Participants to any post-employment health plan of the Employer or to the Employer, as directed by the Plan Administrator.

e. To pay expenses of administration of the Trust Fund or expenses of administration of the Plan, as directed by the Plan Administrator.

f. To maintain records of receipts and disbursements and furnish to the Plan Administrator and the Authority periodic reports, as directed by the Plan Administrator.

g. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers and duties granted herein.

h. To do all such acts and exercise all such powers, although not mentioned specifically herein, as the Trustee may deem necessary to carry out the purpose of the Trust Fund.

7.02 **Rights of the Trustee.** The Trustee agrees that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Trust Agreement. The Trustee shall be under no liability for any payment made by it pursuant to the direction of the Plan Administrator and shall be under no duty to make inquiries as to whether any payment directed by the Plan Administrator complies with Section 8.03. The Trustee shall be responsible for the proper exercise of its own powers, duties and responsibilities, and obligations under this Trust Agreement. The Trustee shall not guarantee the Trust Fund in any manner against investment loss or depreciation in asset value, nor shall the Trustee be responsible for the adequacy of the Trust Fund to meet and discharge any and all payments and liabilities under the Plan.

7.03 **Payment of Expenses.** All expenses of administration of the Plan and Trust Fund shall be paid out of the Trust Fund. Such expenses shall include, but shall not be limited to, fees of the Trustee, accountants, counsel and other specialists and their agents. The expenses shall constitute a liability of the Trust Fund until paid. All taxes any kind and all kinds whatsoever shall be paid from the Trust Fund. Any expenses of which are to be paid by the Plan Administrator or borne by the Trust Fund shall be paid from the investment income of the Trust Fund as an administrative fee. However, the Employer shall pay any expenses for services necessary to establish the Plan and Trust, and may pay any other expenses at their discretion.

7.04 **Limitation of Liability.** In the event any claim, suit, or proceeding is brought regarding the Trust Fund established hereunder to which the Trustee, individually or collectively, or the Plan Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee or Plan Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

7.05 **Successor Trustee.** The Plan Administrator may, upon sixty (60) days notice in writing to the Trustee and the Authority, remove the Trustee. The Trustee may, upon sixty (60) days notice in writing to the Authority and Plan Administrator, resign as Trustee. Upon such removal or resignation of the Trustee, the Plan Administrator shall appoint a successor Trustee, or shall arrange for the termination of the Trust Fund in accordance with Article IX. Upon the acceptance of such appointment by successor Trustee, the retiring Trustee shall forthwith assign, transfer, and pay over to the successor Trustee, the funds and property then constituting the Trust Fund less the expenses chargeable thereto. If no such successor Trustee is appointed, the Trustee may continue to hold the Trust Fund in accordance with the provisions of the Plan and this Trust Agreement.

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Notwithstanding the foregoing, the Trustee may, upon removal or resignation, have its accounts settled by a court of competent jurisdiction. No bond or other security shall be required of any Trustee or successor Trustee named in, or appointed pursuant to, this Trust Agreement.

ARTICLE VIII

GENERAL PROVISIONS

8.01 **Restriction on Alienation.** No benefit which shall be payable out of the Trust Fund to any person or entity shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, either voluntarily or involuntarily, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. No such benefit shall be subject to garnishment, attachment, execution or levy of any kind, or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

8.02 **No Employment Contract.** This Plan is not in any way to be deemed a contract between the Employer and any Participant, employee or former employee of the Employer, and it in no way affects the employment contract of any Participant, employee or former employee of the Employer. Participation in the Plan shall not give Participants the right or claim to post-retirement Health Insurance or other benefits.

8.03 **Exclusive Benefit.** Except as provided herein and otherwise specifically permitted by law, it shall be impossible by operation of the Trust Fund, by termination, amendment, or by the happening of any contingency for any part of the corpus or income of the Trust Fund or any funds contributed thereto to be used for, or diverted to, purposes other than the payment of Health Insurance on behalf of Participants and for the exclusive benefit of Participants. In no event shall the assets of the Trust Fund be subject to the claims of the creditors of the Authority, Board of Commissioners, Plan Administrator, Trustee, or Participants.

8.04 **Separability.** If any provision or provisions of the Plan and Trust Agreement shall be for any reason invalid or unenforceable, this will not affect any other provision of this Plan or the Trust Fund. In the event of any such holding, the Plan Administrator will immediately amend the Plan or Trust Agreement provisions to remedy the defect to the extent possible.

8.05 **Plan Administrator's Reliance.** If a Participant makes any erroneous statement, omits any material fact, or fails to correct any information previously furnished incorrectly to the Employer or the Plan Administrator for its records, the Plan Administrator has the right to maintain an action to recover any amounts improperly paid on behalf of any person.

8.06 **Gender/Number.** Whenever any words are used in this Plan and Trust Agreement in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply; wherever any words are used in this Plan and Trust Agreement in the singular

form, they should be construed as though they were also used in the plural form in all situations where they would so apply, and vice versa.

8.07 **Applicable Laws.** This Plan and Trust Fund shall be governed in all respects by applicable laws of the State of New Jersey, unless superseded by federal law. This Plan and Trust Fund is intended to comply with the requirements of Code sections 106 and 115 and all regulations thereunder, and is to be interpreted and applied consistent with that intent.

8.08 **Headings.** The headings and subheadings of this Plan and Trust Agreement have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.09 **Notices Between Parties.** All notices, designations, certifications, orders, and instructions between the Authority, Plan Administrator, and Trustee shall be in writing signed by a person authorized such party to execute and deliver the same, and the Trustee shall act and shall be fully protected in acting in accordance with such notices, designations, certifications, orders, and instructions.

ARTICLE IX

AMENDMENT AND TERMINATION

9.01 **Discontinuance of Contributions.** It is the intention of the Authority that this Plan and Trust Fund shall be maintained indefinitely. However, the Authority reserves the right at any time or times to discontinue Employer contributions to any extent in its sole judgment. The Employer's failure to contribute to the Trust Fund in any Plan Year will not discontinue the Plan or Trust Fund.

9.02 **Amendment of Trust.** It is the intention of the Authority that this Plan and Trust Fund shall be maintained indefinitely. However, the Authority reserves the right at any time or times to amend the Trust Agreement, in accordance with the provisions of this Article IX.

All Participants and any persons claiming any interest in the Plan or Trust Fund will be bound by such amendment, provided that no amendment:

a. Transfers to the Employer, or to any person or entity under the control of the Employer, any interest in the assets of the Plan or Trust Fund before satisfaction of all OPEB Liabilities for the payment of Health Insurance for Participants;

b. Causes any of the Plan or Trust Fund assets to be diverted to purposes other than the exclusive benefit of Participants except as provided in Section 8.03;

c. Increases the rights, duties, and responsibilities of the Plan Administrator or Trustee without its written consent.

Any such amendment shall be by written instrument delivered to the Plan Administrator and the Trustee.

9.03 **Termination.** The Authority specifically reserves the right to discontinue or terminate this Plan and Trust Fund in whole or in part. Upon a termination of the Plan and Trust Fund, the Plan Administrator and Trustee shall take such steps as determined to be necessary or desirable to comply with applicable laws, and such steps as necessary to ensure:

a. In no event may the assets of the Trust Fund be transferred to a tax-exempt organization that is not a state, a political subdivision of a state or an organization the income of which is excluded from gross income under Code section 115;

b. No assets of the Trust Fund are distributed to the Employer, or to any person or entity under the control of the Employer; and

c. That the assets remain dedicated to the payment of Health Insurance for Participants in another tax-exempt vehicle.

9.04 **Assets in Excess of Liabilities.** If, after satisfaction of all liabilities with respect to the Employer's OPEB Liabilities for the provision of Health Insurance for the benefit of Participants, there is any balance remaining in the Trust Fund, such balance shall be refunded to the Employer if not otherwise prohibited by law and provided that the right of the Employer to receive such refund shall not jeopardize the Trust Fund's status as a vehicle for the contributions to which offset OPEB Liabilities of the Employer.

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